
ADDENDUM NO. 1

RFP No.: 2014-239-EH
RFP Title: RE-BID Roofing Construction & Building Envelope Waterproofing Services
Date: June 25, 2014

This addendum is being issued to clarify and/or revise the solicitation documents, Proposer's Conference clarifications, proposal specifications, drawings, and/or blueprints.

CLARIFICATIONS:

1. REFER TO BC ROOF SUMMARY HIGHLIGHTED:

Provided with this Addendum is a "BC Roof Summary highlighted" which shows, highlighted in yellow, all roofs that have had recent renovation or replacement.

Depending on budget allocations, the following recommendations are projects for FY 15 - FY 17:
Buildings 1, 2-3, 6, 7, 8, 9, 10, 11, 13, 21, 23, 24, 25, 26, 32, 42, and Cypress Creek Administration Center.

REVISIONS TO REQUEST FOR PROPOSAL (RFP):

2. REFER TO SECTION 3.11 – INSURANCE REQUIREMENTS:

- a. **ADD** the following to be the first sentence in Section 3.11 – Insurance Requirements, before the sentence beginning with the word "Proof":
"Insurance requirements are per this Section and the Agreement."
- b. **RE-LETTER** Paragraphs "A through I" to be Paragraphs "B through I".
- c. **ADD** the following words to be new Paragraph "A":
 - A. "Professional Liability Insurance with limits of no less than \$1,000,000 specific and exclusive to each project. Roofing Contractor shall keep insurance policy in place for three (3) years after completion of the project provided that said insurance is reasonably available. Professional Liability policy shall reference each Project by endorsement, which is satisfied by the project name being listed on the insurance certificate."
- d. **REVISE** Paragraph B (which was formerly Paragraph A) – General Liability Insurance as follows:
 1. **ADD** the word "Comprehensive" to be before the words "General Liability Insurance".
 2. **ADD** "Fire Damage (Any one fire) \$100,000".
 3. **ADD** "Medical Payments (Any one person) \$5,000".
 4. **REVISE** "Excessive Umbrella Liability" to read "Excessive Liability or Umbrella".
 5. Paragraph B – General Liability Insurance is to read as follows:
"B. Comprehensive General Liability Insurance:

Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 100,000
Medical Payments (Any one person)	\$ 5,000
General Aggregate	\$3,000,000
Excessive Liability or Umbrella	\$5,000,000"
- e. **DELETE** the words in Paragraph "D. Builders' Risk Insurance", in its entirety.

- f. **ADD** the following words to be Paragraph "D":

"D. Crime or Faithful Performance Insurance:	
Employee Theft per Loss	\$ 100,000
Depository Forgery or Alteration	\$ 100,000
Computer and Funds Transfer Fraud	\$ 100,000
Theft of Clients Property Off Premises Schedule, naming College	\$ 100,000"

3. REFER TO SECTION 4.2.3 - FINANCIAL CAPABILITY, PARAGRAPH 4.2.3.3:

DELETE the words in Section 4.2.3.3 in its entirety and **REPLACE** with the following words:

"Proposer shall submit Letter of Insurability from Insurance Carrier or Certificate of Insurance for insurance requirements as outlined in Section 3.0, Paragraph 3.11, and the Agreement showing evidence of General Liability, Professional Liability, Automobile Liability and Worker's Compensation insurance."

4. REFER TO ATTACHMENT B – COLLEGE CONTRACT SAMPLE:

ADD attached "Sample Contract for Roofing Contractor Agreement", in its entirety, to be Attachment B – College Contract Sample.

RESPONSE TO QUESTIONS AND REQUEST FOR INFORMATION:

5. **Questions / Request for Information:**

QUESTIONS	ANSWERS / RESPONSE
Q1. Per the previous Roofing Contractor Agreement / RFP # 2010-109RP Roofing Contractor Services for Multiple Roofing & Building Envelope Waterproofing projects from \$0-\$Million, Article 6, if item or items are not found in the Broward College unit cost please refer to RS Means for pricing. Can this be added to the new Contract documents?	Yes, as a reference to address additional scope needs beyond the general roofing materials required, when appropriate as determined by Broward College Facilities Dept. Staff.
Q2. How will the contractor know the condition of the roof in order to bid since we were not able to see it?	Vendor or vendors awarded would review roof and provided scope (prepared by BC Consultant) prior to providing price for any individual roofing project. The College will accommodate vendors prior to RFP due date. All requests to look at roofing conditions should be coordinated through the Campus Facilities offices. For contact information, see the attached Broward College Campus Facilities Managers Contact List.

Q3. I am requesting a copy of the pre-bid signing sheet.	Proposers' Conference Sign In Sheet is attached to this Addendum.
Q4. Can you provide an example of the letter to be provided for the following; Tab (8) Financial Capacity 4.2.3 4.2.3.3 Proposer shall submit a Letter of Insurability showing evidence of General Liability, Automobile Liability and Worker's Compensation insurance with limits and coverage meeting Broward College's minimum requirements.	This is for a letter from your Insurance Carrier to Broward College stating that the Insurance Carrier will insure your firm for the Insurance Requirements as specified in the RFP Section 3.11 – Insurance Requirements and in the Agreement for these categories of insurance for any contract resulting from this RFP. See revision to Paragraph 4.2.3.3 above in this Addendum.

Q5. We would like to request clarification of the following item, per the Cost Proposal Form Attachment C:

Please explain, as to what is to be provided.

ITEM #	Description	Estimated Annual	Unit of Measure	(x) Unit Price	(=) Total
Item A.	College's estimate of annual dollar (\$) volume for Awardee supplied items and/or materials and/or services not listed below in Group #5 is \$100,000.	\$100,000			
	Provide Proposer's maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #5 (Proposer: Insert proposed % into this row, column titled "(x) Proposer's Maximum Percentage Allowable"):		%	%	
	Estimated annual total dollars for maximum markup allowable cost of Awardee supplied items and/or materials and/or services equals: (Proposer: Calculate \$100,000 x Proposer's % (use Proposer's % from line above) = _____):				\$ _____

RESPONSE TO Q5 (Question #5):

In Item A, the first row is the column headings.

In the third row, in the fifth column, in the space provided for _____%, Proposer is to insert the maximum markup percentage (percent markup) that Proposer/your firm is proposing. Maximum markup percentage is that which Proposer adds to their invoice cost (Cost-Plus arrangement) for items, materials, and/or services that are not listed or included elsewhere in the list of Items for that particular Group (i.e. in Items B through the last Item in that particular Group).

Then in the fourth row, do the math to calculate \$100,000 multiplied by the % amount that was proposed in the row above. Then, insert that total amount, that resulted from the mathematical calculation, into the space provided for \$_____ in the fourth row, sixth column.

For example, if you are proposing a maximum markup percentage of 2%, you would calculate as follows:

$\$100,000 \times .02 = \$2,000$.

\$2,000 is the dollar value of the maximum for Proposer's markup portion. Insert the 2,000 into the space for \$_____.

ATTACHMENTS:

6. Attachments:

- a. Sample Contract Roofing Contractor Agreement (17 pages).
- b. BC Roof Summary highlighted (4 pages).
- c. Broward College Campus Facilities Managers Contact List (2 pages).
- d. Proposers' Conference Sign-In Sheet (4 pages).

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company/Proposer Name

Date

Sample Contract

ROOFING CONTRACTOR AGREEMENT

THIS AGREEMENT made this 2014, by and between THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, (referred to as "OWNER"), and ADVANCED ROOFING, INC located at 1950 NW 22nd Street, Ft Lauderdale, Florida 33311 hereinafter referred to as "Roofing Contractor").

WITNESSETH:

WHEREAS, the BOARD wants to enter into a contract with a Certified Roofing Contractor who will serve as the primary point of responsibility for the performance of multiple envelope waterproofing contraction and repair projects; as well as manage a long-term roof assessment maintenance program.

WHEREAS, the BOARD has selected the Roofing Contractor in accordance with the provisions of Florida Statutes, who will provide services as directed by the Owner for such projects and tasks as may be required from time to time by the Owner.

NOW, THEREFORE, OWNER and ROOFING CONTRACTOR have agreed as follows:

- A. The ROOFING CONTRACTOR agrees to perform services for the OWNER as herein set forth relative to the Projects that arise during the term of this contract
- B. OWNER's engagement of the ROOFING CONTRACTOR is based upon the ROOFING CONTRACTOR's representations to the OWNER as follows:
 - 1. ROOFING CONTRACTOR is an organization experienced in providing roofing and waterproofing services, authorized, registered, and licensed to do business in the State of Florida and Broward County;
 - 2. ROOFING CONTRACTOR is qualified, willing and able to perform the required services for the Projects from a operational office located in the tri-county area using in-house staff.
 - 3. ROOFING CONTRACTOR has the expertise and ability to provide roofing and waterproofing services for Projects and repairs that will meet the OWNER's objectives and requirements and roofing industry standards.
- C. OWNER agrees to pay ROOFING CONTRACTOR for such services in accordance with the fees contained in Article 27 (Unit Prices).
- D. The parties further agree to the following conditions:

ARTICLE 1

ROOFING CONTRACTOR'S PROFESSIONAL SERVICES

The ROOFING CONTRACTOR shall provide professional roofing services for the projects and repairs in accordance with the Terms and Conditions of this AGREEMENT, the materials and labor shall meet or exceed the current building code for roofing and waterproofing

- 1.1 The Roofing Contractor shall furnish roofing services as a professional licensed in, and in accordance with, professional standards consistent with those provided by the roofing industry and requirements in the State of Florida which customarily provide similar services to institutions similar to the OWNER. The governing standards shall be those in effect at the time any work under this AGREEMENT is to be performed. The governing codes, laws and regulations are referenced in the Florida Building Code, State Requirements for Educational Facilities (SREF), or are otherwise listed in this AGREEMENT or the individual project's documentation.
 - 1.1.1 The term of this contract shall be for three (3) years from date approval by the OWNER.
- 1.2 ROOFING CONTRACTOR shall insure that all specifications, documents or materials provided or prepared by ROOFING CONTRACTOR are :
 - 1.2.1 Sufficient, complete, accurate and adequate to meet the minimum applicable standard.
 - 1.2.2 Consistent with the OWNER's budget requirements for the Project and the Project Schedule;
 - 1.2.3 Consistent with the OWNER's aesthetic, functional, and operational objectives as expressed in the BC Facilities Program, or as amended by mutual agreement;
 - 1.2.4 Compliant with all laws, statutes, rules and regulations, building codes, LEED requirements, and OWNER's standards, guidelines and regulations, which apply to or govern the Project.
 - 1.2.5 Complaint with Florida Building Code latest edition and current amendments
- 1.3 The OWNER has computerized all aspects of their operation; therefore, all ROOFING CONTRACTOR Design and Contract Documents shall be prepared in electronic media. Project specifications, and written documentation shall be formatted in AutoCad latest version, Drawing read/write format or higher. Organization of all contract documents and layering shall be as defined by the National CAD Standards

- 1.4 ROOFING CONTRACTOR's services shall be performed as expeditiously as is consistent with the ordinary progress of Work. The ROOFING CONTRACTOR shall submit for the OWNER's approval a schedule for the performance of services which may be adjusted at the OWNER's sole discretion as the Project proceeds, and may include allowances or periods of time required for the OWNER's review and for approval of submissions to authorities having jurisdiction over the Project. Time limits established by the schedule approved by the OWNER shall not be exceeded by the ROOFING CONTRACTOR unless pre-approved by the OWNER.
- 1.5 ROOFING CONTRACTOR agrees that if the Project is constructed in accordance with the design, that the Project will meet the OWNER's objectives as described in Paragraph 1.2
- 1.6 The OWNER, at its sole discretion, may direct the ROOFING CONTRACTOR, at no additional cost to the OWNER, to promptly and satisfactorily correct any services provided pursuant to this AGREEMENT that are found to be defective or not in compliance with the requirements of this AGREEMENT or the requirements of any laws, statutes, rules, regulations, ordinances, regulations, building codes and OWNER's guidelines which apply to or govern the Project at the time of execution of this AGREEMENT. OWNER's approval, acceptance, use or payment for all or any part of ROOFING CONTRACTOR's services hereunder or of the Project itself shall in no way alter ROOFING CONTRACTOR's obligations to the OWNER pursuant to this AGREEMENT or the OWNER's right to demand correction of unsatisfactory services provided under this agreement.

ARTICLE 2

ROOFING CONTRACTOR'S BASIC SERVICES

- 2.1 The Roofing Contractor will provide roofing repair services and roofing services on all Campuses of Broward College on an ongoing basis for multiple projects each individual project not to exceed ~~\$200,000~~ in contract value.
\$2,000,000
- 2.2 The Contractor shall assume full responsibility and be held liable to the OWNER for all damage or injury to persons, property or equipment that is the direct result of any services performed under this Contract. The extent of this responsibility includes any property located on the OWNER's premises, whether or not the property is owned, leased or is otherwise contracted to the OWNER.
- 2.3 Hurricane Response. A representative from the Roofing Contractor shall communicate with the college via telephone, number to be provided by the college; if telephone service is not available, representative should show up at the designated Command Center after any severe weather activity, including but not limited to storms, tropical storms or hurricanes to

evaluate and help to delineate a plan to mitigate and repair any roofing damages as soon as possible. The location of the Command centers are as follows: Primary location Command Center is in Broward College Central Campus, Building 23, Rm 103, 3501 SW Davie Road, Davie FL 33314; alternate Command Center is located in Broward College, North Campus, Building 42, 1000 Coconut Creek Blvd, Coconut Creek, FL 33066 or any other place designated by the college.

Contractor shall designate a primary and secondary contact and provide all necessary contact information. The contact identified by contractor will contact the OWNER immediately following an emergency weather event and will remain in contact with the College on an emergency status until the College returns to normal operations.

2.4 All materials used will be new and meet or exceed the minimum specification or building code requirement.

2.5 All work performed must be inspected by the appropriate building official. Any work covered prior to inspection must be uncovered, at ROOFING CONTRACTOR's expense, and inspected accordingly.

2.6 ROOFING CONTRACTOR will take all appropriate steps and will act expeditiously to minimize damage to college property while under a storm watch, warning or aftermath. Said actions require verbal approval and will be memorialized immediately following the threat.

2.7 ROOFING CONTRACTOR shall immediately advise OWNER, in writing, of any discrepancy or error contained in the documents or observed in the project.

ARTICLE 3

ROOFING CONTRACTOR'S COMPENSATION

All payments to the ROOFING CONTRACTOR in accordance with the Terms and Conditions of this AGREEMENT shall be as follows:

3.1 In the case of re-roofing project which duration extends over a month, Monthly progress payments may be made after OWNER verifies and approves that the percentage of work in the application is completed pursuant to the terms and conditions of this Agreement. Final Payment will be made upon acceptance by OWNER. Unit pricing must be verified and approved by the OWNER in accordance with _____

- 3.2 In the case of roofing repairs Roofing Contractor will present invoice based on the unit prices submitted and payment will be made upon acceptance by Owner. Unit pricing must be verified and approved by OWNER, ~~in accordance with R.S. Moore.~~
- 3.3 If during any phase of service work is suspended by the Owner in whole or in part, the ROOFING CONTRACTOR is to be paid for the service performed prior to receipt of written notice from the Owner of such suspension. The percentage of completion shall be determined by the Owner
- 3.4 For the duration of this Contract as set forth herein, the ROOFING CONTRACTOR shall guarantee the Unit Prices as submitted in the Contractor's proposal response to the Owner's RFP ~~#2014-10944~~, dated ~~August 24, 2009~~, as stipulated in Article ~~27-27~~ of this contract. All items of that response shall be part of this Contract Agreement. ROOFING CONTRACTOR must receive written approval from OWNER prior to requesting any payment which is not in compliance with ~~R.S. Moore~~ Article 27.

ARTICLE 4

OWNER'S RESPONSIBILITIES

The OWNER will provide full information as to its requirements for the Project.

- 4.1 The OWNER'S representative authorized to act in its behalf with respect to the Project is BC's Vice President for ~~Facilities and College Services~~ or his authorized designee. The OWNER or its representative will examine documents submitted by the ROOFING CONTRACTOR and will render decisions pertaining thereto in a timely manner, in order to avoid unreasonable delay in the orderly and sequential progress of the ROOFING CONTRACTOR's services.
- 4.2 The OWNER will furnish the services of consultants when such services are deemed necessary by the OWNER and ROOFING CONTRACTOR.
- 4.3 ~~The OWNER's representative, which may include consultant(s), will furnish~~
- 4.4 ~~scope of work to the ROOFING CONTRACTOR.~~ The OWNER will furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, and ROOFING CONTRACTOR shall reasonably rely on the accuracy and completeness of said reports.
- 4.5 If the OWNER's representative observes or otherwise becomes aware of any discrepancies or defects in the Project, representative will give prompt notice thereof to the ROOFING CONTRACTOR.

ARTICLE 5

ROOFING CONTRACTOR'S REIMBURSABLE EXPENSES

- 5.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

ARTICLE 6

PROJECT CONSTRUCTION COST

PROJECT CONSTRUCTION COST shall be based upon a Detailed Estimate of Project Construction Cost based on current area, volume and unit costs as specified in Article 22. ~~and R.S. Means. Each individual roofing project cost shall not exceed Two Hundred Thousand dollars (\$200,000.00). The total yearly expenses in roofing projects under this contract shall not exceed Seven Hundred Fifty Thousand dollars (\$750,000.00).~~ *Two Million*

- 6.1 Nothing in this contract shall prevent or limit the OWNER from directly buying materials or equipments using the "Direct Purchase Program" And/or from using the services of any other contractor to provide the types of service contemplated in this Agreement.
- 6.2 Project Construction Cost does not include the fees of consultants, change orders, and contingencies or other costs which are the responsibility of the OWNER.
- 6.3 ~~Deviations from cost for Items not found in the unit measures or unit costs, as specified in Article 22, for additional scope may be based on R.S. Means upon acceptance by OWNER and written authorization from the OWNER.~~ *ARTICLE 7*

PERIOD OF SERVICE

- 7.1 THE PERIOD OF SERVICE for a specific project or task authorized by Project Agreement under this continuing contract shall be as indicated in the Project Proposal.
- 7.2 Upon written authorization from the OWNER, the Roofing Contractor shall proceed with the performance of the services called for in the Project Proposal.
- 7.3 ~~After acceptance by the OWNER of the Construction Documents and Revised Estimate of Construction Cost, indicating any specific modifications or changes in scope desired by the OWNER and upon written authorization from the OWNER, the ROOFING CONTRACTOR shall proceed with the performance of the services called for in the Construction Documents.~~ *Scope of work will be provided to ROOFING CONTRACTOR by OWNER representative which may include Consultant.*
- 7.4 Unless sooner terminated as provided in ARTICLE 10 herein, this AGREEMENT shall remain in force in accordance with of the following provisions:

- 7.4.1 For a period of twelve (12) months after the completion of any project pursuant to this Agreement.
- 7.5 ROOFING CONTRACTOR acknowledges that its failure to timely perform services pursuant to this AGREEMENT may cause OWNER to sustain loss and damages that if proven to be the responsibility of the ROOFING CONTRACTOR shall be recoverable by the owner from the ROOFING CONTRACTOR.
- 7.6 Extensions of time for completion may be granted by the OWNER in the event of a delay on the part of the OWNER in fulfilling its obligations pursuant to this AGREEMENT. Extensions of time shall serve as the ROOFING CONTRACTOR's sole and exclusive remedy. Granting of an extension of time shall not be a basis or a cause for any claims or causes of action by the ROOFING CONTRACTOR for additional or extra compensation. Under no circumstances shall the ROOFING CONTRACTOR be entitled to additional compensation or payment as a result of or relating to delays that occur with respect to the Project. Extensions shall be considered and granted at the discretion of the OWNER.

ARTICLE 8

PAYMENTS TO THE ROOFING CONTRACTOR

Payments on account of the ROOFING CONTRACTOR's services shall be as follows:

- 8.1 For Basic Services, payments shall be made on at the completion of each repair or monthly payments for a re-roofing project which duration exceeds 30 calendar days upon presentation of a detailed invoice with supporting documentation.
- 8.2 All payments must comply with the unit references of ~~R.S. Means and~~ Article 22, and R.S. Means herein. Any deviation must be approved by the Vice President of Facilities and ^{when authorized by OWNER,} reported to the Board of Trustees.
- 8.3 All partial payment requests are subject to verification and approval by the OWNER. A partial payment request will be adjusted by the OWNER if work completed at the time of the payment application is determined by the OWNER to be less than what is requested by the ROOFING CONTRACTOR. OWNER's decision is final and non-appealable.
- 8.4 Any payment not consistent with the units of ~~R.S. Means and~~ Article 22, and R.S. Means ^{when authorized by OWNER,} must be approved by the Vice President of Facilities or the President and reported to the Board of Trustees.

ARTICLE 9

ROOFING CONTRACTOR'S ACCOUNTING RECORDS AND RIGHT TO AUDIT

- 9.1 ROOFING CONTRACTOR's records which shall include but not be limited to accounting records, written policies and procedures, Sub-Consultants files (including proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this AGREEMENT (all the foregoing hereinafter collectively referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by OWNER's agent or its authorized representative to extent necessary to evaluate and verify any invoices, payments or claims submitted by ROOFING CONTRACTOR or any of its payees relative to the Project. Records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify fees, reimbursable services, etc as they may apply to costs, matters or items associated with this AGREEMENT. ROOFING CONTRACTOR is responsible for and will work with OWNER to respond to a properly submitted request for information to the extent such information is in Contractor's care, custody, and control..
- 9.2 For the purpose of such audits, inspections, examinations and evaluations, the OWNER's agent or authorized representative shall have access to said records from the effective date of this AGREEMENT, for the duration of the work, and until five (5) years after the date of final payment by OWNER to ROOFING CONTRACTOR pursuant to this AGREEMENT.
- 9.3 OWNER's agent or its authorized representative shall have access to all necessary records, and shall be provided with adequate and appropriate work space at the ROOFING CONTRACTOR's facility, in order to conduct audits in compliance with this Article. OWNER's agent or its authorized representative shall provide auditees reasonable advance notice of its intent to perform an audit.
- 9.4 ROOFING CONTRACTOR shall require all Sub-Consultants, if any, to comply with the provisions in this Article by insertion of the requirements hereof in any written contract agreement relative to this Project. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the ROOFING CONTRACTOR pursuant to this AGREEMENT.
- 9.5 If an audit inspection or examination conducted in accordance with this Article, discloses overcharges (of any nature) by the ROOFING CONTRACTOR to the OWNER.

the ROOFING CONTRACTOR shall return the overpaid monies, including any prevailing interest that may have accrued, within ten (10) days of notification. If the overpayments are in excess of Five Percent (5%) of the total Contract billings to the date of the audit, the actual cost of the OWNER's audit shall be paid by the ROOFING CONTRACTOR.

- 9.6 ROOFING CONTRACTOR agrees to comply with all State and Federal laws regarding document and record retention, Freedom of Information and F.S. 119.07 requests. ROOFING CONTRACTOR also agrees to cooperate and produce records in compliance with a request to audit by the OWNER or any other government agency. ROOFING CONTRACTOR is solely responsible and shall indemnify the OWNER for the cost of any litigation which results from ROOFING CONTRACTOR's failure to timely comply with any such request.

ARTICLE 10

TERMINATION OF AGREEMENT

- 10.1 The OWNER has the right to terminate this AGREEMENT for its own convenience on seven (7) days written notice. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to the Work authorized under this AGREEMENT, whether finished or not, must be furnished to the OWNER.
- 10.2 ROOFING CONTRACTOR may terminate this AGREEMENT only for a material breach of the AGREEMENT. ROOFING CONTRACTOR must provide the OWNER with written notice of the material breach, and OWNER has ten (10) days to cure the breach. Except in the event of a dispute concerning the payment of fees or reimbursable expenses to ROOFING CONTRACTOR or except in the event of a request that ROOFING CONTRACTOR perform work or provide services which the ROOFING CONTRACTOR contends to be contrary to applicable codes, or contrary to acceptable design practices, statutes or other legal requirements, the ROOFING CONTRACTOR shall be obligated to continue performance in accordance with the terms of this AGREEMENT, unless instructed by the OWNER to suspend or delay performance.
- 10.3 Upon termination by OWNER, ROOFING CONTRACTOR may be liable to OWNER for any damage or loss resulting from ROOFING CONTRACTOR's failure to properly perform pursuant to this Agreement and/or applicable building codes. Damages may include, but are not limited to reasonable costs in addition to those agreed to herein for arranging for and acquiring professional services to achieve completion of the Project, repair or replace any work improperly performed, any delay damages paid by or incurred by OWNER, that are determined to be the responsibility of the ROOFING CONTRACTOR. The rights and remedies of OWNER provided by this paragraph are

cumulative with and in addition to any other rights and remedies provided by law or this AGREEMENT.

ARTICLE 11

SUCCESSORS AND ASSIGNS

OWNER and ROOFING CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this AGREEMENT. Neither the OWNER nor the ROOFING CONTRACTOR shall assign, sublet or transfer its interest in this AGREEMENT without the prior written consent of the other.

ARTICLE 12

CLAIMS AND DISPUTES

12.1 UNDER THE TERMS OF THIS AGREEMENT, the ROOFING CONTRACTOR shall not have any right to compensation other than that provided by this AGREEMENT. To satisfy any claim of any kind whatsoever the ROOFING CONTRACTOR must deliver its claim to the OWNER within ninety (90) calendar days from the date in which the act or event constituting the basis of such claim occurs. Failure to present any claim arising under this AGREEMENT within the ninety (90) calendar day time period specified above shall constitute waiver and abandonment of claimant's right to said claims.

12.1.1 All such claims shall be set forth in a petition addressed to the OWNER stating the following:

- (A) The ROOFING CONTRACTOR's name and business address;
- (B) A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;
- (C) A concise statement of the provisions of the AGREEMENT, together with any Federal, State and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the questions presented by the claim;
- (D) A demand for the specific relief which the ROOFING CONTRACTOR deems itself entitled pursuant to this Agreement.

- 12.1.2 Within a reasonable period of time from the receipt of any petition setting forth the claim, the OWNER shall provide the ROOFING CONTRACTOR its written response stating OWNER'S position with respect to each claim asserted.

ARTICLE 13

EXTENT OF AGREEMENT

- 13.1 This AGREEMENT represents the entire and integrated agreement between the OWNER and the ROOFING CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written resolution of the OWNER and thereafter a written instrument signed by both OWNER and ROOFING CONTRACTOR.
- 13.2 This AGREEMENT is for the benefit of the parties to the AGREEMENT and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

ARTICLE 14

LITIGATION AND MEDIATION

- 14.1 In the event either party institutes litigation regarding or relating to this AGREEMENT or for breach of any of its terms, then the prevailing party shall be entitled to recover its costs and reasonable attorney's fees for the litigation and all appeals. Litigation shall have venue in Broward County, Florida.
- 14.2 Mediation shall serve as a condition precedent to litigation initiated by either party.
- 14.3 The parties shall endeavor to resolve all claims herein by mediation. In the event a mediator cannot be selected by consent, the parties shall request that the American Arbitration Association to appoint a Board Certified Florida Mediator experienced with design and construction disputes. Requests for mediation shall be in writing and filed with the other party to this AGREEMENT. Mediation shall proceed in advance of litigation.
- 14.4 The parties agree to equally split all mediation fees. Mediation shall be conducted in Broward County, unless another location is mutually agreed upon. All agreements reached in mediation shall be enforceable as a settlement agreement as contemplated by the Florida Rules of Civil Procedure.

ARTICLE 15

TIME OF THIS AGREEMENT

Time is of the essence relating to the performance of this AGREEMENT.

ARTICLE 16

APPLICABLE LAW

16.1 This AGREEMENT shall be governed by the laws of the State of Florida.

16.2 It is agreed between the OWNER and the ROOFING CONTRACTOR that by reference there is incorporated herein all applicable Federal law (specifically, the Americans With Disabilities Act), Florida Law, and State Board of Education Regulations governing the construction of Community College Facilities, and the ROOFING CONTRACTOR in rendering services agrees to comply with all such laws and regulations; and, in the event there is found to be a conflict between the printed conditions of this AGREEMENT and applicable Florida Law and State Board of Education Regulations, the latter shall govern.

16.3 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

ARTICLE 17

PROGRESS REPORTS

The ROOFING CONTRACTOR shall submit Monthly Progress Reports in a format approved by the OWNER within thirty (30) calendar days of the execution of a project agreement AGREEMENT. Progress Reports shall describe the progress of each Project or repair performed, if full performance/completion of said project or repair is anticipated and approved by the OWNER for a period in excess of forty-five (45) days.

ARTICLE 18

CERTIFICATES

- 18.1 Upon completion of the Project, the ROOFING CONTRACTOR shall certify that the Project has been constructed in accordance with the approved Construction Documents, including all Addenda and Change Orders, and that all payments received were consistent with ~~the Contract~~ and Article 22 herein. The ROOFING CONTRACTOR shall furnish a certification that the Project has been constructed free of asbestos-containing materials, and shall furnish other certificates as may be required by State laws and regulations.
- 18.2 The Roofing Contractor shall provide a Contractor's NDL (No Dollar Limit) warrantee of materials and workmanship for all work or services for a minimum of one (1) year, unless otherwise stipulated. A Manufacturer's NDL warrantee shall be provided for all work or services for a specific period where stipulated in Project Documents.

ARTICLE 19

WARRANTY INSPECTION

- 19.1 The ROOFING CONTRACTOR and the OWNER's representative shall visit the Project prior to the expiration of the Roofing Contractor's one (1) year warranty period; the Owner shall note any breaches or violations of the guarantees provided by the Roofing Contractor, and report the same if any are observed or discovered, in writing to the Roofing Contractor for remediation within a reasonable time.

ARTICLE 20

INDEMNIFICATION OF OWNER

- 20.1 To the fullest extent permitted by law, ROOFING CONTRACTOR shall indemnify and hold harmless the OWNER, its employees, trustees and agents as identified by OWNER (hereinafter collectively "Related Parties") from and against any and all liability, claims and causes of actions by whomsoever brought or alleged, and regardless of the legal theories upon which the liability, claims or cause of actions are based, including but not limited to, damages, property losses, costs, expenses and reasonable fees for attorneys, expert witnesses, and other consultants, which are or may be imposed upon, incurred by or asserted against OWNER and/or its Related Parties, actually or allegedly arising out of, or resulting from the ROOFING CONTRACTOR's alleged or actual negligent performance of services, acts, errors or omissions. The foregoing indemnity from the ROOFING CONTRACTOR shall include, but not be limited to, claims or causes of action alleging or involving joint negligence.

- 20.2 This Indemnification shall survive both the termination of this AGREEMENT and/or completion of each Project.

ARTICLE 21

INSURANCE

- 21.1 The ROOFING CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation, Comprehensive General Liability Insurance, and Professional Liability Insurance, as more particularly described below. The Comprehensive General Liability and Professional Liability policies shall provide coverage for the indemnification provisions of Article ~~24~~²⁰ above and the general liability policy shall specifically reference the OWNER as additional insured. The insurance referenced herein shall be obtained in order to pay damages for claims arising out of or relating to the services performed by the ROOFING CONTRACTOR or any person employed or acting on the ROOFING CONTRACTOR's behalf (including but not limited to sub-CONTRACTORS) in connection with this AGREEMENT. The ROOFING CONTRACTOR acknowledges that the policies of insurance currently maintained by the ROOFING CONTRACTOR comply with the requirements of this paragraph, with respect to insuring the indemnity obligation. Proof of insurance must be provided and approved by the OWNER. Insurer must agree to notify OWNER thirty (30) days prior to expiration, termination or any change in coverage
- 21.1.1 PROFESSIONAL LIABILITY INSURANCE: The ROOFING CONTRACTOR shall provide Professional Liability Insurance. Professional Liability Insurance Policy shall be no less than ONE MILLION DOLLARS (\$1,000,000.00) specific and exclusive to each project. ROOFING CONTRACTOR agrees to keep insurance policy in place for three (3) years after completion of the project provided that said insurance is reasonably available. All premiums, costs and expenses for the requirement of professional liability insurance coverage shall be paid for by the ROOFING CONTRACTOR.
- 21.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE: The limits of liability provided by such policy shall be as follow:
- \$1,000,000 Each Occurrence
 - \$ 100,000 Fire Damage (Any one Fire)
 - \$ 5,000 Medical Payments (Any one person)
 - \$3,000,000 General Aggregate
 - \$5,000,000 Excess Liability or Umbrella
 - \$

- 21.1.3 AUTOMOBILE INSURANCE shall carry liability limits of at least ONE MILLION DOLLARS (\$1,000,000.00) for damages for any one occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for damages for all occurrences.
- 21.1.4 WORKERS COMPENSATION. ROOFING CONTRACTOR shall maintain worker's compensation insurance in compliance with Florida Statutes Chapter 440. Waiver of Subrogation Endorsement must show school in schedule.
- 21.1.5 CRIME OR FAITHFUL PERFORMANCE, \$100,000 employee theft per loss, \$100,000 depository forgery or alteration, \$100,000 computer and funds transfer fraud. Add "Theft of Clients Property off Premises-Schedule" naming college and showing limits of \$100,000.
- 21.2 Such insurance policy or policies shall be issued by United States Treasury or approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. The ROOFING CONTRACTOR shall specifically protect the OWNER by naming the OWNER as a named insured under the Comprehensive General Liability Insurance policy hereinafter described. The Professional Liability policy shall reference each Project by endorsement, which is satisfied by the project name being listed on the insurance certificate.
- 21.3 Unless otherwise stated above, all policies and coverages required hereinabove shall remain in effect until all services covered under this AGREEMENT have been performed by the ROOFING CONTRACTOR and accepted by the OWNER.

ARTICLE 22

UNIT PRICES

- 22.1 ROOFING CONTRACTOR agrees that all pricing and requests for payment will be based on the unit prices contained herein, unless otherwise approved by the OWNER pursuant to the terms and conditions of this Agreement.
- 22.2 ROOFING CONTRACTOR agrees to use industry standard for estimating the units needed for each project in compliance with, and not to exceed, R.S. Means. ROOFING CONTRACTOR acknowledges that any over-estimating/billing is a material breach of this Agreement for which ROOFING CONTRACTOR may be liable to the OWNER pursuant to the terms and conditions of this Agreement.

22.3 ROOFING CONTRACTOR agrees to receive prior approval for any deviations from the unit measures and prices contained in ~~RFI-15244~~ and this Agreement for each particular project. Article 22

Note—


Awarded Cost Proposal Unit Prices to be inserted here.

Note - Signature Block to be inserted here

BC Roof Summary highlighted


BROWARD COLLEGE

PROJECT SUMMARY SHEET

GENERAL PROJECT ROOF SUMMARY SHEET										
Building No.	Site Visit Date	Total Bldg Sq. Ft. (K)	Roof Type	Overall Condition	Moisture Survey Recommended	Roof Rating	Repairable	Restorable	Replacement	Replace or Restore/Pending Moisture Survey Result
CENTRAL CAMPUS										
1	9-18-13	17,729	Coal Tar/ BUR Gravel	Aged/Oxidized/Ponding		1			✓	
2	10-01-13	6,952	Modified Bit /Granules	Overall Good/Some Blisters	✓	3.5	✓			
2-3	10-01-13	18,798	Coal Tar/ BUR Gravel	Oxidized/Ponding/Blisters	✓	2.5			✓	✓
3	2-14-13	18,798	Single Ply/ PVC-KEE	Continued Maintenance		5				
4	11-19-12	22,310	Coal Tar/ BUR Gravel	Aged Weathered/Failing		1			✓	
5	7-13-12	13,356	Single Ply/ PVC-KEE	Continued Maintenance		5				
6	9-10-13	18,533	Coal Tar/ BUR Gravel	Aged/Ponding		2.5			✓	
7	9-10-13	25,858	Modified Bit/Granules	Ponding/Blisters/Granular Loss	✓	2.5				✓
8	9-10-13	27,660	Coal Tar/ BUR Gravel	Deteriorated		1			✓	
9	9-19-13	23,100	Modified Bit / BUR Gravel	Debris/Blisters/Granular loss	✓	2				✓
10	9-18-13	22,216	Coal Tar/ BUR Gravel	Oxidation/Ponding/Aggregate	✓	2				✓
10-11	9-17-13	8,600	Coal Tar/ BUR Gravel	Oxidation/Ponding/Aggregate		3.5	✓			
11	9-17-13	7,336	Coal Tar/ BUR Gravel	Aged/Oxidized/Ponding	✓	2				✓
13	4-17-13	20,250	Coal Tar/ BUR Gravel	Aged Weathered/Failing		1			✓	
14	10-15-13	20,168	Coal Tar/ BUR Gravel	Damaged/Blisters/Exposed		2			✓	
15	10-15-13	5,914	BUR-Gravel & Metal	Exposed/Blisters/Shifted Metal	✓	1			✓	✓
16										
17	2-21-13	31,986	Coal Tar/ BUR Gravel	Aged/Weathered	✓	3/2				✓
18										
19n-s	9-17-13	62,772	Modified Bitumen	Overall Good/Clogged Drains	✓	4.5	✓			
20	10-01-13	3,795	Torched Modified Bitumen	Overall Good/Granular Loss		4	✓			
21n-s	9-09-13	36,895	Modified Bitumen	Granular Loss/Blisters	✓	2				✓
22	9-09-13	39,149	Modified Bitumen	Ponding/Deterioration/Peeling		4.5		✓		
										
										Page 1 of 4


BROWARD COLLEGE

PROJECT SUMMARY SHEET

GENERAL PROJECT ROOF SUMMARY SHEET											
Building No.	Site Visit Date	Total Bldg Sq. Ft. (K)	Roof Type	Overall Condition	Moisture Survey Recommended	Roof Rating	Repairable	Restorable	Replacement	Replace or Restore/Pending Moisture Survey Result	
CENTRAL CAMPUS - CONTINUED											
23	9-17-13	11,889	Coal Tar/ BUR Gravel	Aged/Oxidized/Ponding		2			✓		
24	10-02-13	3,580	Coal Tar/ BUR Gravel	Blisters/Oxidized/Metal		1			✓		
25	10-02-13	5260	Coal Tar/ BUR Gravel	Blisters/Oxidized/Ponding		1			✓		
26	10-01-13	3,292	Asphalt/ BUR Gravel	Aged/Oxidized Membrane	✓	2.5				✓	
27	10-15-13	8264	Modified Bitumen	Loose Granules	✓	3				✓	
28											
29	10-15-13	553	Modified Bitumen	Vegetation Growth/Debris		3	✓				
30	10-15-13	848	Coal Tar/ BUR Gravel	Oxidized/Blisters/Aggregate	✓	3				✓	
32	10-02-13	2,082	Modified Bitumen	Ponding/Deterioration/Granules	✓	2				✓	
38											
DOWNTOWN CAMPUS											
31	2-07-14	14,500	Coal Tar/ BUR Gravel	Aged/Oxidized Membrane	✓	2				✓	
32	2-13-14	12,073	Modified Bitumen	UV and Granule Loss	✓	3				✓	
33	2-07-14	11,000	Modified Bitumen / Solar	Continued Maintenance		3.5	✓				
NORTH CAMPUS											
41	11-13-12	35,306	Modified Bitumen	Blisters/Granule Loss	✓	3				✓	
42	2-17-14	14,117	BUR Gravel / Modified	Aged/UV Weathered	✓	2				✓	
46	2-11-13	26,252	Modified Bitumen/ TPO	Weathered/Blisters/Granules	✓	3				✓	
47	2-17-14	12,938	Coal Tar/ BUR Gravel	Aged/Weathered	✓	3				✓	
48	2-17-14	12,261	Modified Bitumen	UV Weathered	✓	4				✓	
										Page 2 of 4	

BROWARD COLLEGE

PROJECT SUMMARY SHEET

GENERAL PROJECT ROOF SUMMARY SHEET										
Building No.	Site Visit Date	Total Bldg Sq. Ft. (K)	Roof Type	Overall Condition	Moisture Survey Recommended	Roof Rating	Repairable	Restorable	Replacement	Replace or Restore/Pending Moisture Survey Result
NORTH CAMPUS - CONTINUED										
49	2-17-14	11,486	Modified Bitumen	Aged/Weathered	✓	3				✓
50	2-17-14	13,477	Coated Modified Bitumen	Continued Maintenance		5				
51	2-17-14	12,321	Coated Modified Bitumen	Continued Maintenance		5				
52	11-19-13	11,198	Coal Tar/ BUR Gravel	Aged Weathered/Failing		1			✓	
56	2-18-14	11,375	Coal Tar/ BUR Gravel	Aged/UV Weathered	✓	3				✓
57	2-18-14	9,725	Coal Tar/ BUR Gravel	Aged/UV Weathered	✓	3				✓
60	11-13-13	57,773	Coal Tar/Asphalt Gravel	Aged/UV Weathered	✓	3/1	✓		✓	✓
61	2-18-14	529	Asphalt Gravel BUR	Continued Maintenance		4				
62	2-18-14	48,762	Coal Tar/ BUR Gravel	Minor UV Deterioration	✓	4				✓
63	2-18-14	7,290	Coal Tar/ BUR Gravel	Minor UV Deterioration	✓	4				✓
SOUTH CAMPUS										
64	8-27-13	5,957	Mod Bitumen/ BUR Gravel	Minor UV Deterioration	✓	4				✓
65	8-30-13	25,653	Coal Tar/ BUR Gravel	Continue Maintenance	✓	4				
67	11-1-13	6,516	Asphalt Gravel BUR	Aged/UV Weathered	✓	3				✓
68A	9-3-13	45,398	Mod Bitumen/SPUF Foam	Blister/Granule/ UV Weathered	✓	4/1				✓
68D	9-3-13	45,398	Mod Bitumen/SPUF Foam	Moderate Granule Loss	✓	3				✓
69	9-3-13	15,038	Coal Tar /Metal	Vegetation and UV Damage	✓	3				✓
70	9-3-13	12,074	Modified Bitumen	Minor Granule Loss	✓	4				✓
71	11-1-13	12,218	Coal Tar/ BUR Gravel	Minor Granule Loss	✓	3				✓
72	6-3-13	23,200	Modified Bitumen	Blisters/Granule /UV Damage		3		✓		
73	8-30-13	8,718	Modified Bitumen	Blisters/Granule /UV Damage	✓	3.5				✓
						Page 3 of 4				

BROWARD COLLEGE

PROJECT SUMMARY SHEET

GENERAL PROJECT ROOF SUMMARY SHEET										
Building No.	Site Visit Date	Total Bldg Sq. Ft. (K)	Roof Type	Overall Condition	Moisture Survey Recommended	Roof Rating	Repairable	Restorable	Replacement	Replace or Restore/Pending Moisture Survey Result
SOUTH CAMPUS - CONTINUED										
81	9-3-13	38,179	Coated Modified Bitumen	Weathered/Faded/Deteriorated	✓	2				✓
82										
99	11-1-12	18,744	Coated Coal Tar/Metal	Continued Maintenance		5				
PEMBROKE PINES CAMPUS										
100	9-13-12	13,727	Metal roof	Continued Maintenance		3				
AUTOMOTIVE AND MARINE – MIRAMAR CAMPUS										
101A	11-6-12	50,000	Standing Metal Seam Roof	Sealant/Flashing Failure		3		✓		
102B	11-6-12	36,445	Standing Metal Seam Roof	Sealant/Flashing Failure		3		✓		
CYPRESS CREEK CAMPUS										
1401	6-3-13	26,000	Coal Tar/ BUR Gravel	Aggregate/ Misc		4		✓		
TIGERTAIL CAMPUS										
38	2-19-14	2,200	Standing Metal Seam Roof	Continued Maintenance		4				
39	2-19-14	7,500	Standing Metal Seam Roof	Continued Maintenance		4				
40	2-19-14	500	Standing Metal Seam Roof	Continued Maintenance		4				



Broward College - Campus Facilities Managers **Contact Information**

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Bldg. 64

Pembroke Pines, FL 33024

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954-201-8924

Vanceta Chambers; Administrative Assistant

954-201-8262

Miramar Automotive and Marine

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Miramar, FL 33023

Marcus Wilson

954-201-8924

Pines Center

16957 Sheridan Street

Pembroke Pines, FL 33331

Marcus Wilson

954-201-8924

Central Campus

3501 S.W. Davie Road

Bldg. 25

Davie, FL 33314

Larry Jones

954-201-6824

Harriet Gutter; Administrative Assistant

954-201-6622

DTC, Ft. Lauderdale

111 East Las Olas Blvd.

Bldg. 31

Fort Lauderdale, FL 33301

Shad Culp

954-201-7548

Lera Potter; Administrative Assistant

954-201-7417

Cypress Creek Center

6400 NW 6 Way
Ft. Lauderdale, FL 33309
Shad Culp
954-201-7548

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Judy Srygler
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Nora Santiago; Administrative Assistant
954-201-2220

Coral Springs Center

9441 West Sample Road
Coral Springs, FL
Judy Srygler
954-201-2399

District Facilities

Sean Devaney; Director College-wide Maintenance
3501 SW Davie Road
Bldg. 23
Davie, FL 33314
954-201-6974

Janet Similien; Administrative Assistant
954-201-6815



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 N.W. 6th Way,
Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

Proposers' Conference Sign in

RFP #: 2014-239-EH
RFP TITLE: Roofing Construction & Building Envelope Waterproofing Services
DATE/TIME: Friday – June 13, 2014 @ 3:00 p.m.

PLEASE PRINT LEGIBLY

or

PROVIDE BUSINESS CARD

Company Name / Address

Contact Person

Phone / Fax

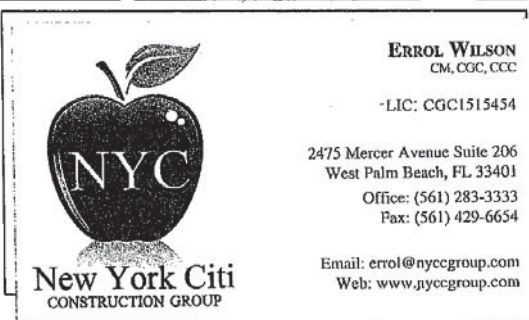
Email

* NYC Construction

ERROL WILSON

361 283 1333

Fax



*

Fax



*

Fax



Company Name / Address

Contact Person

Phone / Fax

Email

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An **RPIM** Company

Edward R. Grant Jr.
GC Division Manager
Weatherproofing Technologies, Inc.

/ Fax

*



← Debbie Guiliavi

/ Fax

* Triple M Roofing
954-524-7000
PAM SHURAK
914 NW 19 Ave
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/ Fax

broward College / Facilities Dept.
* Deborah Czupkowski

/ Fax



→ Nick Naddelf
1001 NW 53rd St.
Fort Lauderdale, FL

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<u>Company Name / Address</u>	<u>Contact Person</u>	<u>Phone / Fax</u>	<u>Email</u>
* <u>JASON SAIFMAN</u> <u>MGC Roofing & Construction</u> <u>305-434-5483</u> <u>Jason@mgcroofing.com</u>		<u>/</u> Fax <u></u>	
* <u></u> <u></u> <u></u> <u></u>		<u>/</u> Fax <u></u>	
* <u></u> <u></u> <u></u> <u></u>		<u>/</u> Fax <u></u>	
* <u></u> <u></u> <u></u> <u></u>		<u>/</u> Fax <u></u>	