

QUO-46133-S7C9



HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

The Riverview Association, Inc.
1400 1st Ave. W.
Bradenton, FL 34205
State ID: 9953

Right Way Elevator Inc.
9790 16TH St. N
St. Petersburg, FL 33716
ajans@rightwayelevator.com

COMMERCIAL TRACTION ELEVATOR MODERNIZATION

SCOPE OF MODERNIZATION:

Unit(s) Type: Traction Passenger Elevator (Original Manufacture Otis)

Stops: 8

Capacity: 2500 LBS

Speed: 200 FPM

State Serial Number: 9953

GENERAL INFORMATION: This section covers the fabrication, furnishing and installation of related items covered by specifications hereinafter for the elevators and complies with the ADA laws and ASME A17.1 2019 Florida Elevator code.

ENGINEERING AND DESIGN: All new materials furnished will be specifically designed to operate with the original equipment being retained, thus assuring maximum performance, and eliminating any divided responsibility. This includes installation of new wiring, travel cables, hatch wiring, and all controller interconnect wiring.

THE WORK: NEW ELEVATOR CONTROL SYSTEM: Contractor shall furnish and install new Traction Elevator Control System, featuring Non-proprietary Microprocessor Controller Galaxy ACG that is A17.1 2019 Code compliant. With features such as VVVF Drive for more energy efficient startups with no contacts to service, fireman service, independent service, on-board diagnostics, Car timers, nudging, and USB port for easy efficient software updates with no special tools and landing system.

EMERGENCY FIRE SERVICE OPERATION: The contractor shall provide contacts on the elevator controller to receive signals from the building's fire recall system. Special emergency service phase I to return the elevator non-stop to a designated floor shall be initiated by a fire alarm



HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

initiating device system or a key switch provided in the lobby fixture. Special emergency service phase II key switch in the elevator car shall be provided for in-car control for each elevator.

DRIVE MACHINE: Replace the hoist machine with a new Hollister Whitney drive hoist machine with new motor.

NEW AUXILIARY CAR STOPPING DEVICE: Install new rope grippers. (Code required)

NEW SPEED GOVERNOR AND TAIL SHEAVE: Install new Hollister Whitney Governor, Tail sheave, and governor rope.

NEW HOIST ROPES: Install new hoist ropes and rope terminating Kellum grips.

INSTALL NEW WIRING AND TRAVEL CABLES: Install new wiring in the elevator hoistway, machine room and car top. Install new travel cable system from the elevator machine room.

INSTALL NEW ROLLER GUIDES: Install new ElSCO Roller guides on the elevator car and elevator counterweights.

INSTALL NEW STOP SWITCH IN THE ELEVATOR PIT: Install new stop switch in the elevator pit area to provide stop safety for people entering the elevator pit.

INSTALL NEW PIT FLOORS SWITCH: Install new pit flood indication switch to shut the elevator off, in case of pit flooding.

CAR TOP INSPECTION STATION: Furnish and install a new inspection station with car top work light and emergency stop switch. Also, Furnish and install new car top exit switch with interlock device.

RETAIN, SAFETY BUFFERS: Clean and test the safety pit buffers.

DOOR EQUIPMENT: Install new GAL MOVFR closed-loop door operator with on board diagnostics and non-proprietary software. Install new switch gate assembly, clutch, hatch hangers, gibs, closers and interlocks. New car door, retain hall doors. Retain and refurbish to like new condition all headers on hoistway door equipment for all landings.

DOOR SAFETY / PROTECTION DEVICE: Furnish and install new 3D reopening device on car, to be a 144-light inferred detection for safe reopening of the door without having to make physical contact with elevator door.



HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

RETAIN AND CLEAN THE DOOR SILLS: Retain and deep clean the car and hoistway sills.

CAR OPERATING PANEL: Install Innovation stainless steel car operating station that has A.D.A. two-way video and text communication, braille (per ADA), emergency lighting system and alarm system, digital position indicator, built in certificate frame, GFCI outlet in locked panel for easier servicing of elevator, fan and light key switch, independent service key switch behind a locked panel for a clean look and built in certificate frame.

INSTALL NEW HALL SIGNAL FIXTURES: Install Innovation fixtures made of 16 gauge #4 brushed Stainless Steel. All fixtures to be sized to meet all ADA requirements, Provide Fire service key switches, jewels, and engraving.

INSTALL NEW COMBO HALL POSITION INDICATORS: Install Innovation Hall position indicators and directional arrows in the hall fixtures.

SCRAPE AND PAINT: Clean all metal in hoistway and free all metal of rust including door headers, elevator guide rails, strut angles, pit springs, jack head, sill support angles, and fascia. Paint all hoistway steel with rust inhibitor paint.

SCHEDULE: The estimated lead time for **material acquisitions is approximately 16-18 weeks.** Please note that due to market volatility if this proposal is not accepted within 90 days labor and material adjustments could be made. If there are any delays in ordering materials on behalf of the customer, owner, or other parties involved. The customer, owner or involved parties will be responsible for all additional costs to Right Way Elevator. **Each elevator(s) will be out of service for approximately 9-10 weeks.** The time begins from the onsite start date. A full installation schedule will be provided prior to the start date.

WORK BY OTHERS – SCOPE OF WORK

ELECTRICAL:

1. The two (2) existing 125A/240V Square-D lockable electrical circuit breakers will be retained and reused for the new controllers.
 - a. Retain existing shunt trip circuitry and configuration – verify proper function prior to elevator inspection.
 - b. Retain existing isolation transformers, relocate as needed for new controller locations.
2. Furnish and install two (2) new 30A/240V fused/lockable electrical disconnects and fuses for the elevator cab lighting.



July 11, 2025

HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

3. Install new conduit and wiring as needed from the elevator controller electrical disconnects and the cab lighting disconnects to the new elevator controller. **Final Connection by Elevator Contractor.**
4. Provide code compliant labeling for each disconnect in the machine rooms indicating source of power.
5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room.
6. Retain existing GFCI and light switch configuration in the machine room.
7. Install new conduit and boxes, as necessary within the machine room, for phone line (all wiring by others).
8. Furnish and install new 4' vapor proof light fixtures as needed in each pit area (2 pits) to reach 10fc.
9. Furnish and install one new GFCI duplex in each pit area (2 pits).
10. Provide conduit and CAT6 cabling from owner supplied 2-way communication gateway to elevator controller.
11. Remove any conduit, wiring and boxes not scheduled for retention in the machine room.

NOT Included

- Emergency Power configurations or EP signal wire
- Additional equipment electrical (compressors, brakes, transformers etc.)
- Data, telephone or low voltage control devices or wiring.
- Replacement of main electrical feed. This proposal assumes new equipment's electrical demand shall be equal to the existing configuration, unless otherwise stated.

FIRE ALARM:

1. Furnish engineering, permitting, programming, pre-test and final elevator inspection. All conduit, wiring, backboxes and hoistway access by an elevator CC card holder is included.
2. Furnish and install, as needed for proper code compliance:
 - a. Fire alarm initiating devices in each elevator lobby – add nine (9) heat detectors to open air lobbies.
 - b. Power monitoring module for shunt trip relay located in machine room (1 module).
 - c. Code compliant sprinkler heads in each sprinkled area of the elevator space (2 total in overheads).
 - d. Three Relay Activation Modules - Locate modules within close proximity to the elevator controller to minimize un-supervised wiring. Program modules as follows:



July 11, 2025

HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

- i. PRIMARY: Activate when any hallway device, except primary floor, activates.
- ii. ALTERNATE: Activate when hallway device at primary floor activates.
- iii. FIRE HAT: Activate when machine room device activates.

Note: Existing fire alarm initiating devices were not tested during the site survey and are assumed functional. If any of the retained devices need replacement, a change order will be issued for that scope of work.

HVAC:

N/A – retain existing.

MISCELLANEOUS:

1. Furnish and install fire-related patches and fire stopping as needed to fill any holes or voids in the elevator machine room, hoistway and pit.

Contractor agrees to furnish and install a new vertical transportation system in accordance with the terms of this agreement and all its conditions as written in this contract. The term “work” includes all work performed hereunder except for the performance of warranty (unless otherwise listed in this agreement) and maintenance services.

PERFORMANCE OF “THE WORK”: Contractor will perform the work on a timely basis and shall have the transportation system in running order provided that, at no expense to us, you furnish us with necessary data and approvals by the dates required by us, and supply for our uninterrupted use for each elevator electric power of proper characteristics, and a completed watertight code compliant hoistway or wellway and machine room. You shall give our workers safe access and a safe place for performing the work, and we reserve the right to discontinue the work whenever this provision is violated. You shall also arrange that others will not interfere with the work at the site. Delays resulting from any cause beyond your or our reasonable control shall extend the time for the completion of the work.

CHANGES OR EXTRAS: Contractor shall make changes, modifications, additions, deletions, or extras to the work if agreed to in writing signed by us and by you which contains the new specifications, an adjustment to the contract price and any adjustments to the time for the completion of the work. Unless otherwise agreed as provided herein, the work will be performed during our regular working hours or our regular working days. If changes to the completion of work are required due to changes made in writing to the scope of work required to be performed outside our normal working hours, our employees are entitled to overtime or premium rates for holidays. These rates must also be agreed upon in writing.



July 11, 2025

HAVE YOUR ELEVATOR MAINTAINED THE RIGHT WAY!

July 11, 2025

LOSS, DAMAGE, OR DELAY: Under no circumstances shall either of us be liable for loss, damage, or delay due to any cause beyond you or our reasonable control, including, but not limited to, acts of government strikes, lockouts, labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief, or acts of God. Under no circumstances shall either of us be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty, or otherwise, notwithstanding any indemnity to the contrary.

TITLE AND RESERVATION OF RIGHTS: Title to each elevator shall pass to you when final payment for such elevator is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. We reserve the right to discontinue the work at any time or to withhold the release of completed elevators until all overdue payments, with interest, shall have been made as agreed herein. Nothing shall serve to void or reduce our entitlement to payment for properly performed work or material suitably stored and if at any time upon reasonable evidence we are insecure with respect to your ability to fulfill this agreement. If assurances satisfactory to us are not forthcoming promptly, we reserve the right at our options to discontinue the work or to terminate this agreement. Also, we shall have the right to retake possession of all or any part of the material furnished hereunder at your cost, irrespective of the manner of attachment to the realty, the sale, mortgage or lease of the premises or the prior acceptance of notes or extensions of the time for payment, if such assurances are not forthcoming promptly, or in any event if any of the payments are overdue and remain overdue for a period of sixty (60) days. We shall be entitled to payment from you of our reasonable legal expenses, including attorney fees, incurred in collecting payment hereunder. For the purpose of preserving our lien rights, you understand and agree that the maintenance services provided for in this contract are considered integral to and as connected with our undertakings specified in the first paragraph hereof.

CLAIMS FOR SERVICES: No back charge of ours related to an alleged failure by us to meet any requirement of this contract shall be valid unless, prior to your incurring any cost related to such backcharge or claim, you notify us in writing, in detail of such alleged failure and you then allow us a reasonable amount of time to correct any such failure verified by us.

INDEMNIFICATION. Contractor for itself and on behalf of its respective licensees, agents, invitees and employees (collectively, the "Indemnitor") hereby agrees to indemnify and to hold Customer harmless from and against any and all claims, demands, losses, damages, costs, suits, liabilities, expenses and attorneys' fees (through and including all appellate levels and post-judgment proceedings) with respect to bodily injury (including death), property damage or nuisance or otherwise arising out of or connected with the Contractor's performance of the Work on the



July 11, 2025

Customers property.

Damage to Customer's property by Contractor. Contractor shall restore and repair any damage done to the Customer's property caused by Contractor, its agents, licensees, and employees to equal or better condition at its sole expense.

ATTORNEYS' FEES. If any party shall commence an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees (through all appellate levels and post-judgment proceedings).

AMENDMENTS. This Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to when enforcement of any such amendment, supplement, waiver or modification is sought.

APPLICABLE LAW. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie in Manatee County, Florida.

INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

INSURANCE. The Contractor shall furnish the Customer with proof of:

- (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statutes, if required.
- (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$2,000,000.00 per occurrence.
- (3) (a) Automobile Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person.
(b) Automobile Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit.
- (4) Contractual Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party



July 11, 2025

damages are south against the Customer.

(5) Certificates of Insurance listing Customer as an additional insured must be received by Customer within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: "Riverview Association, Inc. shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify Customer upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the Customer.

ENTIRE AGREEMENT: Acceptance of this agreement by you shall be accepting all terms and conditions cited herein and shall constitute the entire contract between us with all prior proposals, representations, quotations, agreements and understating, written or oral, superseded hereby. It is agreed that we do not intend to create a right to any third party by entering into this contract. The terms and conditions of this proposal, including all documents referenced in the paragraph entitled "THE WORK", shall exclusively govern our performance hereunder and any terms or conditions in addition to or different from this proposal shall have no effect. The provisions of this form have precedence over the terms of other contract documents.

ONE YEAR PARTS WARRANTY AND WARRANTY MAINTENANCE: Provided all payments due under the terms of this contract have been made in full, Right Way Elevator Maintenance shall provide warranty maintenance, and warranty all materials installed under the above scope of work for a full (1) year period, from the date of modernization turnover. Our maintenance obligations hereunder do not include the performance of other causes beyond our control, wear and tear is accepted. All parts used for repair or replacement shall be of good quality and furnished on an exchange basis as listed in the limited factory warranty. Exchanged parts become our property. The owner (or lessee) is responsible for maintenance of the premises in accordance with applicable regulatory requirements. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, modifications not executed by us, improper or insufficient maintenance by others. Or any causes beyond our control. THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



July 11, 2025

THE TOTAL COST OF THE ABOVE ELEVATOR MODERNIZATION IS:		\$262,367.00
Payment Schedule:		
50%	Deposit Due at Signing:	\$131,183.50
40%	Payment Modernization Start:	\$104,946.80
10%	Payment Final Inspection/Turn Over:	\$26,236.70
THE COST OF WORK BY OTHERS IS:		\$36,000.00
Turnkey Project Total		\$298,367.00

\$149,183.50
\$119,346.80
\$29,836.70

CONTRACT APPROVAL

The agreement, including the provisions printed on the pages, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted through execution of this proposal by you and approved by our authorized representative; or by you authorizing us to perform work for the project and our commencing such work.

CUSTOMER ACCEPTANCE:

RIGHT WAY ELEVATOR INC, ACCEPTANCE:

Margaret Kennedy, Assoc. Manager

Submitted by,

Customer Name & Title

Margaret Kennedy

Alexis Jans

Customer's Signature

Alexis Jans / Account Manager

07/18/25

7/18/2025

Customer Approval Date

Date Submitted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546	CONTACT NAME: Ana Potroanchenu PHONE (A/C. No. Ext): 616-575-2387 E-MAIL ADDRESS: anap@insuredwithcollins.com		FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Right Way Elevator Maintenance Inc. 9790 16th Street N Saint Petersburg FL 33716	ARCLELE-01	INSURER A : Lloyds of London		
		INSURER B : Endurance Am Specialty		
		INSURER C : Arch Specialty Ins. Co.		21199
		INSURER D :		
		INSURER E :		
	INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 212253715

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		B1881S250921	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UXP1042148-04	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B A	Excess Liability Excess Liability			EXC30004018704 B1881S250922	3/1/2025 3/1/2025	3/1/2026 3/1/2026	Occurrence/Aggregate Occurrence/Aggregate	2000000/2000000 4000000/4000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Riverview Association, Inc. is additional insured with respect to the general liability, as required by written contract. 30 days notice of cancellation is included in favor of the additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Riverview Association, Inc.
 1400 1 Ave W
 Bradenton FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Indemnification. Contractor for itself and on behalf of its respective licensees, agents, invitees and employees (collectively, the "Indemnitor") hereby agrees to indemnify and to hold Customer harmless from and against any and all claims, demands, losses, damages, costs, suits, liabilities, expenses and attorneys' fees (through and including all appellate levels and post-judgment proceedings) with respect to bodily injury (including death), property damage or nuisance or otherwise arising out of or connected with the Contractors performance of the Work on the Customers property.

Damage to Customer's property by Contractor. Contractor shall restore and repair any damage done to the Customer's property caused by Contractor, its agents, licensees, and employees to equal or better condition at its sole expense.

Attorneys' Fees. If any party shall commence an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees (through all appellate levels and post-judgment proceedings).

Amendments. This Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to when enforcement of any such amendment, supplement, waiver or modification is sought.

Applicable Law. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie in Manatee County, Florida.

Indemnification. Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

Insurance. The Contractor shall furnish the Customer with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statutes, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than \$2,000,000.00 per occurrence.

(3) (a) Automobile Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person.

(b) Automobile Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are south against the Customer.

(5) Certificates of Insurance listing Customer as an additional insured must be received by Customer within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: "Riverview Association, Inc. shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify Customer upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the Customer.