



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

March 26, 2024

RE: ADDENDUM ONE
CONTRACT: F4010.
FM 450052-5-52-01& 450052-6-52-01
D4 HEADQUARTERS ELEVATOR MODERNIZATION AND CODE
COMPLIANCE PROJECT
COUNTY: BROWARD

Dear Bidders:

This addendum includes changes as detailed below:

1. The following date has been revised as follows:

Activity	Date	Time	Location
BIDS DUE DATE/ LETTING DAY	04/04/2024	Noon	3400 West Commercial Blvd. Fort Lauderdale FL 33309
NOTICE OF INTENDED AWARD	04/18/2024 OR 04/25/2024	10:30 am	Department Website District Four Fixed Capital Outlay Contracts (fdot.gov)

2. The Scope of Services has been revised to include: The awarded contractor shall include the cost of the service agreement for 5-years guarantee period in their lump sum bid.

You must acknowledge receipt of this **Addendum ONE** when you submit your bid.

Sincerely,

Maria Velarde
for Margaret Simpkins
District 4, District Contract Administrator

Copy: Patrick Freiwald, File.

(Exhibit 1)
State of Florida
DEPARTMENT OF TRANSPORTATION
INVITATION TO BID

Sealed bids will be received and publicly opened and read aloud by the Florida Department of Transportation (hereinafter referred to as Owner) at the following date, location, and local time: [Florida Department of Transportation, District Four, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309](#) on [Thursday April 04, 2024 at 10:00 am \(EST\)](#) and publicly opened and read aloud on [Thursday April 04, 2024 at 10:30 am \(EST\)](#)

FINANCIAL PROJECT NO.: 450052-5-52-01 & 450052-6-52-01 **CONTRACT NO.:** F4010

PROJECT NAME: D4 Headquarters Elevator Modernization and Code Compliance Project

PROJECT LOCATION: 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309

PROJECT DESCRIPTION: The Florida Department of Transportation, District 4 Headquarters, located at 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421, hereinafter referred to as "Department", seeks to obtain the services of a certified licensed and insured Elevator contractor to perform elevator modernization and code compliance upgrades to the Department's two passenger and one freight / passenger elevators (originally installed circa 1992/1993) located in the three-story headquarters office building

PROPOSAL BUDGET ESTIMATE: \$251,452.00

CONTRACT DAYS: 210

PRE-BID MEETING *Mandatory,*

A mandatory pre-bid meeting will be held at the following location, date, and local time: 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309, Monday, March 18, 2024 at 10:30 am (EST)

Appropriate Personnel Protective Equipment (PPE) must be worn. Owner representatives will be present to discuss plans, specifications, and conditions of the project. . The Owner's Project Manager is Patrick Freiwald.

NOTE: Any contractor who fails to attend a mandatory pre-bid meeting will not be eligible to bid on the project.

MINORITY BUSINESS ENTERPRISES (MBE) UTILIZATION: The Owner encourages the recruitment and utilization of certified and non-certified minority businesses. The Owner, its contractors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have an opportunity to compete for and perform contract work for the Owner in a nondiscriminatory environment.

QUESTIONS: All questions must be submitted to D4.designbuild@dot.state.fl.us by (or before) [Monday, March 25, 2024](#).

BID PROPOSAL: Bids must be delivered to Florida Department of Transportation- District Four, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309, by (or before) [Thursday April 04, 2024 at 10:00 am \(EST\)](#). Bids must submit in full accordance with the requirements of the Drawings, Specifications, Bidding Conditions, and Contractual Conditions, which may be examined and obtained from the Invitation to Bid email sent by Maria Velarde (maria.velarde@dot.state.fl.us).

Bids will only be accepted from bidders that attended and signed in at the **MANDATORY PRE-BID MEETING** held at the jobsite. Additional documents and project specific related information will be provided only to those bidders that sign in, attend the full mandatory pre-bid onsite review meeting.

Proposals from bidders who did not sign in and attend the full pre-bid meeting, and/or are proposals received by the Department after the scheduled proposal submittal deadline date and time will be rejected and unopened.

INSURANCE: The awarded Bidder is responsible for maintaining the insurance coverage specified in the Non-Technical Specifications for the duration of this project.

DOCUMENTS TO BE SUBMITTED WITH BID:

- Exhibit 2 – Bid Proposal
- Exhibit 10 – List of Subcontractors
- Exhibit 13 – Bid Bond
- Exhibit 15 – Contractor’s Experience Questionnaire and Financial Statement (“CEQ and FS”)
- Experience Form
- Documentation supporting compliance with License Requirements

DOCUMENTS FOR COMPLETION PRIOR TO AWARD:

- Exhibit 3 Contract Agreement

(Exhibit 1)
INVITATION TO BID

- Exhibit 4 Assignment
- Exhibit 11 – Performance Bond
- Exhibit 12 – Labor and Materials Payment Bond
- Certificate of Insurance & Endorsement Page

TIME OF COMPLETION: The work to be performed under this contract shall be substantially completed within 180 calendar days after the date of this Notice to Proceed and shall be finally completed within 30 calendar days after the date of substantial completion. Please refer to the Non-Technical Specifications, Section A-22 for more information.

PREQUALIFICATION: Each bidder shall submit a current license issued by the State of Florida (specify type license required for the work) and, if a Florida Corporation, a copy of the Corporate Charter as prequalification of their eligibility with the bid document to the Department of Transportation, Contracts Administration Office: [Florida Department of Transportation – District Four, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309.](#)

The bid will be rejected if a copy of the Contractor’s License is not included either with the bid or provided to the Owner prior to the Letting. After the bid opening, the lowest responsive bidder shall qualify in accordance with this contract document.

BID BOND: If the bid amount exceeds \$100,000, the bidder must provide with the bid, a Bid Guaranty of five percent (5%) of the actual total bid in the form of a certified check, cashier’s check, treasurer’s check, bank draft of any national or state bank, or a surety Bid Bond made payable to the Department of Transportation. A Bid Guaranty in an amount less than five percent (5%) of the actual bid will invalidate the bid. Bid Bonds shall conform to the Departments Bid/Proposal Bond Form furnished with the proposal package.

PERFORMANCE BOND and LABOR AND MATERIALS PAYMENT BOND: If the contract award amount exceeds \$100,000, both a Performance Bond and a Labor and Material Payment Bond of 100% each of the contract sum are required at the time of award.

BID POSTING / CONTRACT AWARD: The Bid Tabulation and Notice of Award Recommendation will be posted at the following location, date and local time: <https://www.fdot.gov/contracts/district-offices/d4/lettings/fco-contracts/fixcdcapitaloutlay.shtml> on **April 18, or 25, 2024, at 10:30 am (EST).**

In the event the Bid Tabulation and Notice of Award Recommendation cannot be posted in this manner, all bidders will be notified by certified United States Mail, return receipt requested, express or fax delivery, receipt requested. If no protest is filed the Owner will award the contract to the qualified, responsive low bidder. The Owner reserves the right to reject any or all bids.

BID SOLICITATION/AWARD/NON-AWARD PROTEST RIGHTS: Any person adversely affected by this Bid Solicitation shall file a notice of protest within 72 hours of receipt of the bid documents in accordance with Section 120.57(3), Florida Statutes and Rule Chapter 28-110, Florida Administrative Code. Any person adversely affected by the intended decision of the Owner to award a contract or to reject all bids shall file a notice of protest within 72 hours after the posting of the Summary of Bids (bid tabulation). If notice of intended decision is given by certified mail, express or fax delivery, the adversely affected person must file the notice of protest within 72 hours after receipt of the notice of intent.

A formal written protest must be filed within 10 days after filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. All protests must be submitted in accordance with Section 120.569 and 120.57, Florida Statutes. The required notice of protest and formal protest must each be timely filed with the Clerk of Agency Proceedings, Office of General Counsel, 605 Suwannee Street, Room 550, MS-58, Tallahassee, Florida, 32399-0450. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

DISCRIMINATION CLAUSE: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, per Section 287.134(3)(a), Florida Statutes.

PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months for the date of being placed on the convicted vendor list.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
District 4 Contract Office
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

EXHIBIT "A"
TECHNICAL SPECIAL PROVISIONS
SCOPE OF SERVICES

Florida Department of Transportation, District Four Headquarters
Elevator Modernization and Code Compliance Project

1. PURPOSE:

The Florida Department of Transportation, District 4 Headquarters, located at 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421, hereinafter referred to as "Department", seeks to obtain the services of a certified licensed and insured Elevator contractor to perform elevator modernization and code compliance upgrades to the Department's two passenger and one freight / passenger *elevators (originally installed circa 1992/1993)* located in the three-story headquarters office building.

The bidders shall notify the department in writing of any discrepancies in the scope, related contract documents and/or with Authority Having Jurisdiction requirements. Such notification shall describe the nature of the discrepancy and suggested changes.

The awarded contractor shall be responsible for providing everything necessary to modernize the elevators while maintaining and ensuring compliance with appropriate authorities having jurisdiction, federal, state, local codes, compliances, in accordance with the Scope of Work, all related contractual documents and any addendums thereto.

2. SCOPE OF WORK:

Unless otherwise agreed to in writing by the Department, the awarded contractor shall:

Provide all necessary efforts and requisite resources needed to complete this modernization project in compliance with current codes for the Department's the three existing hydraulic elevators that service all three floors in the District Four Headquarters Building (with one door set per elevator, per floor for each elevator).

Be responsible for ensuring that all work is performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.

The Contractor shall adhere to and must be currently properly licensed and insured as appropriate with all local and state codes such as but not limited to: National Electrical Codes (NEC), equipment manufactures' installation instructions and recommendations, federal, state, and local elevator codes, as required by herein these contract documents.

Unless otherwise agreed to by the Department, prepare all drawings, cut sheets, submittals, plans, permits and any other documentation as required to secure permitting as needed and perform the work in this scope, and provide the Department with two full sets of all documents, plans, drawings and cutsheets, in hard copy and electronic format. Electronic format may be in WORD, PDF, EXCEL and MicroStation format.

Secure and pay for all permits, inspections (& re-inspections if needed), licenses, material acquisition, penalties, all freight and expediting as needed.

Provide a five-year materials and labor guarantee on the equipment that has been added and/or changed.

The Contractor must provide new Power Supply, Logic Control, Microprocessor, Wiring, Traveling Cables, Car Illumination – LED, Care Indicator Lamps – LED, Lobby Indicator Lamps – LED, Fixtures, Door Equipment – Pumping Units, Valves.

3. EQUIPMENT SPECIFICATIONS:

A. MICROPROCESSOR BASED CONTROLLER: New state-of-the-art microprocessor-based programmable logic solid state controls will be provided with the following features:

Fire Service per national and local code requirements.

Two-way leveling

All ADA compliant features

Inspection operation

B. 3 CAR GROUP SIMPLEX SELECTIVE COLLECTIVE OPERATION: Control of the elevators will be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registered car stops by "up-down" push buttons at each immediate landing and "call" push buttons at terminal landings.

The momentary pressing of one or more buttons will dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed. Each landing call will be cancelled when answered.

When the car is traveling in the up direction, it will stop at all floors for which car buttons or "up" hall buttons have been pressed; it will not stop at floors when "down" buttons only have been pressed, unless the stop for that floor has been registered by a car button, or unless the down call is at the highest floor for which any buttons have been pressed.

Likewise, the pressing of an "up" button when the car is traveling in the down direction will not stop the car unless the stop for that floor has been registered by a car button, or unless the up call is the lowest for which any button has been pressed.

When the car has responded to its highest or lowest stop, and stops are registered for the opposite direction, its direction of travel will reverse automatically, and it will then answer the calls registered for that direction.

Should both up and down calls be registered for an immediate floor, only the call corresponding to the direction in which the car is traveling will be cancelled upon the stopping of the car at landing.

An adjustable time delay shall be provided so that after the car has stopped in response to a hall button, the entering passenger may register his car button before the car will reverse to answer calls in the opposite direction.

C. FIREMAN SERVICE AND OTHER STANDARD FEATURES: The Fireman Service Operation and normal operating features are to be incorporated in accordance with the American National Standard Safety Code (ANSI A17.1)

D. CAR FIXTURES: NEW CAR OPERATING PANELS: The existing car operating panel will be replaced with a new #8 stainless steel panel accommodating all features provided by the new microprocessor-based controls.

The new car operating panel will be provided with the required push buttons, fire service signage, three (3) proximity edges, emergency lighting and Braille as well as a position indicator.

E. ALARM BELL: An emergency alarm bell will be connected to a plainly marked pushbutton in the car operating panel and to the battery-operated emergency car light device.

F. HALL FIXTURES: LANDING BUTTONS: New #8 stainless steel surface mounted hall pushbutton fixtures with LED illumination will be installed.

The hall push button fixture at the main fire service floor will include the fire service signage and key switch. New fixtures shall be mounted on the wall adjacent to the elevator door.

G. HALL POSITION INDICATORS: N/A

H. HALL LANTERNS: New #8 hall lanterns with LED illumination are to be located on the 1st floor only.
The hall lanterns shall operate in agreement with their assigned elevators.

I. DOOR EQUIPMENT: New hall and cab door equipment.

Complete Cab door package to include: Cab door operator, motor, music box, limit operation single speed door track and all linkage arms hanger rollers per cab door panel door Gibbs per cab door panel clutch assembly with linkages, cab door gate switch device

Complete Hall door packages to include: hangers rollers per door panel, door Gibbs per door panel, pick up roller assemblies with linkage closing devices, fire bars, hall door interlocking devices, single speed door tracks

J. WIRING:

All hoist way, machine room and car wiring will be replaced to fulfill the requirements of the new microprocessor controls.

New duct and flexible connections necessary for the proper installation of the new control equipment will be provided as necessary. New traveling cables will be provided and installed.

K. CAR TOP INSPECTION STATION:

A new car top inspection station with an "emergency stop" switch and constant pressure "up-down" direction buttons will be installed.

The station will make the normal operating devices inoperative and give the inspector complete control of the elevator.

L. PUMPING UNIT: (3) three complete new submersible pumping units consisting of: new Hydraulic pump, new Hydraulic pump motor, new hydraulic muffler, new hydraulic control valve, new hydraulic gate valve, All associated hydraulic piping necessary to re-pipe the new pumping unit, all new hydraulic oil.

Dispose of all old hydraulic oil per EPA requirements, dispose of old pumping unit, clean and paint the entire system including elevator machine rooms.

M. THE CONTRACTOR MUST RETAIN THE FOLOWING:

CAPACITY, SPEED, CAR SIZE, PLATFORM, CLEAR INSIDE, TRAVEL, JACK, CAR ENCLOSURE, ENTRANCES, CAB DOORS, HALL DOORS: retain existing
CAB ENCLOSURE: Retain existing
HALL DOORS: Retain existing.

CAB DOOR: Retain existing.

HOISTWAY ENTRANCES FRAMES: Retain existing

4. WORK SCHEDULE:

All work shall be performed during the Department regular working hours and due to ongoing video conferencing, noise producing work/equipment shall be coordinated with the Department in advance and may need to occur after business hours.

Unless otherwise agreed to in writing by the Department on a case-by-case basis, two elevators shall always remain operational while the project work is occurring.

The elevator will be out of service during renovation work on said elevator.

5. DEFINITIONS:

Department: The Florida Department of Transportation, District Four.

Department Building Superintendent: The Department's Facility Superintendent (or designee) responsible for the maintenance operations of the facility.

Department Project Manager: The Department's authorized employee (or designee) responsible for the management of this contract and the enforcement of all terms and conditions of this Agreement.

Department Normal Working Hours: The Department's normal working hours are Monday through Friday, from 7:00 a.m. to 6:00 p.m., excluding State Holidays or any day declared State of Emergency. The contractor will be notified by the Department in cases of official office closures other than the mentioned previously.

Facilities and Sites: FDOT buildings and grounds area located at 3400 West Commercial Blvd., FL, 33309-3421

Contractor: The firm retained by the Department to provide all labor, supervision, materials, equipment, supplies, tools, installation, and disposal services, as described within the scope of services and shall be responsible for total compliance with all terms and conditions of this agreement.

Contractor's Project Manager: The point of contact person assigned to this project by the Contractor, with the signature authority for the Contractor, responsible for the overall contract management, authorized to make decisions regarding this contract, and responsible for ensuring that all terms and conditions of this contract are met.

Onsite Supervisor(s): The person assigned to this site by the Contractor and responsible for being the onsite Contractor liaison with the Department for normal day to day and minor emergency operations and for providing continual onsite supervision of all

Contractor Staff(s) and sub-contractors assigned to this site as well as being present always while any work is being performed by the Contractor, its staff, and/or subcontractors at this site.

Sub-Contractor(s): Any sub-contractor(s) that is/are, or may be utilized, by the Contractor during this contract, which includes any modifications, changes, renewals and/or extensions thereto. Unless otherwise previously agreed to in writing by the Department, all Sub-Contractor(s) shall be required to meet the requirements of the scope of work, qualifications, and contract documentation.

6. SITE CONDITIONS, CONTRACTORS' LOSS, OR DAMAGE(S)

It shall be the responsibility of the Contractor to field verify the complete and total efforts necessary to provide all resources including the cost required to expedite materials and equipment for this project. This includes the determination of an accurate site layout, all actual site conditions, the full extent of all work to be performed, and the conditions surrounding the performance, thereof.

The failure and neglect of the Contractor to become fully familiarized with the entire scope of work, including all related contract documents, the site conditions of the proposed work, the type, quantity, schedule, Scope of Work, any other resources required shall in no way relieve the Contractor from any obligation(s) with respect to the Contractor's work performance.

The Contractor shall be responsible for any loss(es), theft(s), damage(s), replacement(s) for any of the Contractor's material and/or property items including, but not limited to, any tools, equipment, project materials, supplies and other items.

The Contractor shall be responsible for any injury sustained by its employees while providing services at the Department's office facility.

The Department shall not bear any risk for any loss(es) by the Contractor.

7. CONTRACTORS QUALIFICATIONS / CERTIFICATIONS, MINIMUM REQUIREMENTS:

Only qualified commercial properly licensed and insured elevator contractors who meet the following qualifications will be considered for this project (a copy of certifications, licenses and experience must be submitted with the Contractors bid package) along with any other required submittals in accordance with the full project contract documentation.

The Contractor must provide documentation that they have provided services of this type, size, and scope in the specified fields for at least ten (10) continuous years and shall provide a minimum of 7 projects and contact information of similar project installation locations.

The Contractor, and its installing technicians shall have provided similar type services, installations of the same products and systems for a similar type and size office complex to that of the Departments project as outlined within this scope of service.

The Contractor awarded this project shall only use qualified, certified and experienced installing technicians for the same type of equipment, systems, and installation as being requested for this project.

The installation technicians for this work shall have a minimum of five (5) years' work experience and trained on the proposed equipment.

All work will be performed in a safe, professional, neat and workmanlike manner in accordance with the contract documents.

8. SYSTEM GUARANTEES

The Contractor shall, upon written notice from the Department, make any needed repairs to the installation at no additional cost to the Department.

Unless otherwise authorized in advance by the Department in writing, all defective or damaged parts and components shall be replaced with only new Original Equipment Manufacturer (OEM) parts as necessary to ensure fully functional and correctly operating elevators at no additional cost during the warranty / guarantee period.

Unless otherwise agreed to in writing by the Department, all repairs shall be made and completed by the Contractor within thirty days of the date of the written notice by the Department. This guarantee shall include all labor, materials, material delivery and any other costs involved.

The Contractor shall guarantee the work and materials utilized in this project for a minimum period of five years, sixty (60) months, which shall commence from the date of final acceptance by the Department. The guarantee shall include parts, labor and materials and any needed delivery, work to be performed by Certified Technicians with full knowledge and experience of equipment to be serviced. **The awarded contractor shall include the cost of the service agreement for 5 years guarantee period in their lump sum bid.**

9. SYSTEM COMMISSIONING

System start up and commissioning of the new elevators and related equipment shall be conducted by a certified elevator technician with full experience in servicing this equipment, as needed to perform system checkout of all components, input any software data and/or programming required to place the system in operation.

The Contractor shall be responsible for checking all subsystems functionality and verifying the proper operation of all hardware and software. This testing shall be witnessed and accepted by a Department representative as part of the project close out.

All operations and maintenance manuals delivery to the Department shall occur prior to customer training and final project acceptance.

10. PROJECT SCHEDULE AND PRE-WORK MEETING

At the time of the pre-work meeting, the Contractor shall provide a proposed project schedule that clearly identifies targeted project milestones (listed in calendar days) related time durations for the project such as, but not limited to site preparation, installation work phases, equipment lead times, delivery dates, inspection, testing timeframes, all anticipated building utility power outages, inspections and expected manpower requirements.

11. TRASH AND CLEANING

The awarded contractor shall remove and dispose of all debris resulting from this work, including superseding equipment, trash, construction debris. Restore the building and premises to a neat, clean appearance to the written satisfaction of the Department.

The Contractor shall be ultimately responsible for the proper handling, transport, and disposal of all trash and debris that result from this project.

Trash and other project-related debris SHALL NOT be disposed into the Department's trash dumpster.

Trash, construction debris, remodeling debris, materials, supplies, equipment and other related items shall be maintained and moved in a safe manner without blocking walkways, parking areas, driveways, and other related areas, as well as not stockpiled during Department Normal Working Hours in the previously listed areas.

The Contractor shall dispose of aerosol containers, and other material or chemical containers utilized during this project in conformance with the local, state and federal requirements.

The Contractor shall ensure that all work areas are cleaned to the Departments satisfaction prior to submitting final payment request.

12. SUPPLIES, INVENTORY AND EQUIPMENT

The Contractor shall be responsible for providing all equipment or tools that are or may be needed during this contract. The Contractor's provided equipment shall be of an industrial quality, constantly maintained in a proper, safe, like new serviceable working condition, as appropriate for the intended type of use.

The Contractor shall inspect the equipment on a regular basis as required to ensure proper and safe operation. Damaged equipment shall be properly replaced or repaired as needed before further use. Damaged equipment shall not be utilized on this project.

Electrical cords must be properly maintained without cuts, splices, and exposed wires.

Materials and supplies shall not be stored within the facility without written approval by the Department Project Manager or the Building Superintendent.

Containers and dispensers used at the facility shall clearly indicate the contents in English (with other being languages optional in addition to the English labeling). Chemicals, supplies, and equipment shall be safely and properly stored.

13. DAMAGES AND NOTIFICATION OF DAMAGE(S)

It shall be the ultimate and sole responsibility of the Contractor to repair (and/or reimburse in a manner acceptable to the Department) for the total costs to repair of damage(s) caused to the facility, its content, equipment, systems or grounds, staff and visitors injury(ies) and property damage, by any direct and/or indirect action(s) of the Contractor, its employees or sub-contractors.

The Contractor shall bear the burden of all cost(s) including legal and court fees, for any repairs necessary to correct any damage(s) caused by the Contractor's operations, employees, equipment, with said costs being deducted from the Contractors invoice(s) and/or addressed via legal means.

Unless otherwise agreed to in writing by the Department, repair of any such damage to the facility, its contents, equipment, systems, or grounds shall be completed within fifteen (15) days of the appropriate notification to, or from the Department.

The Contractor shall provide and deliver written notification to the Department's Building Superintendent or designee, narrating the damages to the facility during its operations. All notifications shall be completed immediately after an occurrence or if damage is incurred during night operations, during the next business day.

Notification shall be complete in detail including, at a minimum, identification regarding the type of damage, location, date, time and nature of the occurrence, explanation of any injuries to any personnel due to this occurrence and how the Contractor proposes to solve and address the matter.

Repair estimates shall be submitted to the Department's Building Superintendent within two (2) working days of each incident and/or accident occurrence.

Department's review and approval of proposed repairs shall be made within two working days of the Department's receipt of said estimates unless damages have a potential to cause a safety hazard or a breach in security at which time the Contractor shall make all necessary repairs immediately after first seeking the Building Superintendents approval. All repairs completed by the Contractor are subject to the Building Superintendent's review for approval.

14. DEPARTMENT SECURITY PROCEDURES

The bidders shall not share any information related to buildings, workspaces, processes, or any general information about The Department of Transportation, either before, during or after completion of this procurement process, except as specifically needed to work on this project. Violation of this policy is grounds for breach of contract and termination of this contract. Strict security shall always be maintained. Certain doors are required to be kept locked except when in use. The Department will identify these when the Contractor commences services.

All information written, spoken, electronically stored or other, within any workspace is considered Department property and must be considered confidential always and not shared with anyone.

The Contractor's personnel shall wear Contractor-provided, lettered uniforms all times when on the Department premises during normal business hours.

The Contractor and its employees shall interact as needed with the security guard(s) including each person logging in and out via the iLobby badge station in the main lobby each day when arriving and departing.

Only the approved Contractor, employees and/or pre-approved subcontractor(s) shall be permitted on-site. Any unauthorized personnel, including visitors, family members, friends, acquaintances of the Contractor and/or its employee(s) / subcontractor(s) found within or on the facility's grounds may be directed to leave.

Violation of any departmental rules / policies / procedures may initiate Performance Compliance Penalties by the Department to be charged to the Contractor as provided by the contract.

15. GENERAL NOTES

The awarded bidder shall:

- a) Work harmoniously with the Department and all others that may be involved with this project.
- b) Provide personnel that can communicate effectively with the Department in the English language, both verbally and in written form.
- c) Use appropriate protective materials to protect all building interior surfaces, doors, floors, wall finishes, roofing membrane, and use safety cones to block off all areas being worked in. This specifically includes parking lot surface and all other protection needed due to material handling and material handling equipment.

Note: Whenever a conflict arises in codes and/or standards, the Contractor shall apply the most stringent code and/or standard as applicable to the type of systems Application/ installation. Whenever such conflict exists, the Contractor shall notify the Department in writing of the conflict and the proposed resolution prior to any final decision and/or action.

It is the Department's intent to only have safe, well trained, competent, and professional employees assigned to this project to meet the Department's objectives.

The Contractor shall review the Scope of Work with each employee and ensure that each employee understands their work assignments, how to complete the assignments safely in accordance with applicable regulations (O.S.H.A., etc.) and how to comply with the Department's safety, security and acceptable job performance, site requirements.

The Contractor shall be responsible for all training (including all safety training) of its staff, this includes, but is not limited to, ensuring that the staff is properly trained for the tasks they are (or may be assigned), any cross training that might be required, the provision of any and all safety equipment that is (or may be needed), including but not limited to Personal Protective Equipment, any knowledge or skills testing, all physical / medical exams including any subsequent and/or recurrent exams.

All established rules and regulations set forth by the Department shall be observed by all workers and subcontractors assigned to this project by the Contractor. Unless previously authorized by the Department, the Contractor, staff, and Sub-Contractor(s) shall not use, or unplug any office (or other types of) equipment such as but not limited to computers, printers fax machines, phones, copiers etc.

The contractor shall provide only trained and qualified personnel capable of safely, properly accomplishing the work in this Scope of Work in a timely manner, to ensure that all terms and conditions of this Contract are met.

The Contractor shall be responsible for all supervision and direction of the work performed by their employees, sub-contractor's agents, and any other persons onsite, and shall always provide a full-time on-site supervisor on the premises to carry out this responsibility when work is being performed.

Formal Progress and other meetings may be scheduled by the Department as needed to ensure a smooth-running project, timely and proper project completion.

Smoking or vaping is prohibited within the building, on the roof, and within areas 25 feet or less of District 4 buildings.

16. DEPARTMENT RESPONSIBILITIES

The Department shall appoint a Project Manager to administer the terms and conditions of this contract.

The Department shall provide the Contractor full access to the project site as well as other areas that are necessary for the Contractor to successfully perform all services as required by the terms and conditions of this contract.

The Department shall make available to the Contractor the necessary information to perform all work as outlined within the Scope of Services i.e., floor plans, electrical plans and other specifications as needed.

17. PAYMENT SCHEDULE

The Contractor shall be paid according to the progress payments shown in the schedule below after the satisfactory completion of each deliverable as per the contract documents and after verification review and approval by the Department:

- A. = 10%** of total project amount upon providing the Department with proof of all requisite permits having been properly secured.
- B. = 25%** of total project amount upon providing the Department with proof that all requisite lead time materials have been ordered, including confirmation of delivery dates.
- C. = 15%** of the total project amount upon completing all physical work of the first passenger elevator and demonstrating it is operational.
- D. = 15%** of the total project amount upon completing all physical work of the second passenger elevator and demonstrating it is operational.
- E. = 15%** of the total project amount upon completing all physical work of the freight elevator and demonstrating it is operational.
- F. = 10%** of total project amount upon properly passing all inspections on the elevator work.
- G. = 10%** Retainage paid upon the Department providing final acceptance, only after having received and approved the contractor's final invoice (which shall include a release of all liens certification document) from the contractor) AND all punch list items (if any) having been completed to the Department's satisfaction prior to the contractor submitting the contractor's retainage payment request to the Department.

< E N D EXHIBIT "A" >