

SUBMIT BID TO:
PROCUREMENT SERVICES
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE
PO BOX 115250
GAINESVILLE, FL 32611

Phone: (352) 392-1331 - FAX: (352) 392-8837

Web Address: <https://procurement.ufl.edu/>



INVITATION TO BID

Construction

Acknowledgment Form

Page 1 of 35 pages		BID WILL BE OPENED: April 19, 2022 at 3:00 PM local time and may not be withdrawn within 90 days after such date and time. Mandatory Pre-bid: March 30, 2022 at 9:30 AM local time.		BID NO.: ITB22KO-130				
DATE: 3/17/2022		PROCUREMENT AGENT: KO		BID TITLE: Elevator Repairs at J. Wayne Reitz Union				
VENDOR NAME								
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID						
CITY - STATE - ZIP CODE		POSTING OF BID TABULATIONS Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://procurement.ufl.edu/ and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.						
AREA CODE	TELEPHONE NO.							
	FAX NO.							
	WEB ADDRESS							
	EMAIL ADDRESS							

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the

University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

 AUTHORIZED SIGNATURE (MANUAL)

 NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu/>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and

services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. VENDOR OMBUDSMAN: The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to Procurement Services. Inquiries must reference the date of bid opening and bid number. No interpretations shall be

considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. **FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.**

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."

(b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.

(d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

27. E-VERIFY COMPLIANCE: Agency is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Vendor affirms and represents that it is registered with the E-Verify system and are using same and will continue to use same as required by Section 448.095, Fla. Statute.

END OF SECTION

Bid Number: ITB22KO-130

**Title: Elevator Repair at
J. Wayne Reitz Union**



AUTHORIZED REPRESENTATIVES AND CONTACT INFO:

UF PROCUREMENT SERVICES

Karen Olitsky
971 Elmore Drive / PO Box 115250
Gainesville, FL 32611-5250
(352) 294-1163
kolitsk@ufl.edu

NON-TECHNICAL SPECIFICATIONS

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00020 Invitation to Bid
00100 Instruction to Bidders
00310 Bid Form

II. General Terms and Conditions

<https://facilities.ufl.edu/wp-content/uploads/forms/contracts/GTC.pdf>

III. Division 0 Non-Technical Specifications

<https://facilities.ufl.edu/wp-content/uploads/forms/contracts/Div0NonTechSpecs.pdf>

IV. Division 1 Non-Technical Specifications

https://facilities.ufl.edu/wp-content/uploads/forms/contracts/Div1_NonTech_Specs_SEPT_2020.pdf

V. UF Design and Construction Standards

<https://facilities.ufl.edu/projects/forms-standards/design-construction-standards/>

VI. Standards, Policies, Regulations, Forms, Guides, Inspection & Closeout and References

<https://facilities.ufl.edu/projects/forms-standards/>

a. Other Forms

- Dig Permits: <https://www.facilitieservices.ufl.edu/departments/utilities/dig-permits/>
- Building Codes Enforcement Inspections: <https://www.ehs.ufl.edu/departments/facility-support-services/building-codes-enforcement/inspections/>
- Fire Plan Review and Inspection: <https://www.ehs.ufl.edu/departments/facility-support-services/fire-safety/>

00020 - INVITATION TO BID

The Invitation to Bid shall be in accordance with the University of Florida, Procurement Services "Invitation to Bid Acknowledgement Form" with all relevant information provided therein.

END OF SECTION

00100 - INSTRUCTIONS TO BIDDERS

1.1 RELATED SECTIONS

- A. Documents affecting the work of this Section include, but are not necessarily limited to, the General Terms & Conditions and other Sections in Divisions 0 and 1 of these Specifications.

1.2 THE WORK

PROJECT TITLE: Elevator Repairs at J. Wayne Reitz Union

1.3 SECURING DOCUMENTS

Copies of the proposed Contract Documents may be obtained from:

University of Florida Procurement Services website.

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

1.4 BID FORM

To be considered responsive and responsible, make bids in accordance with the following:

- A. Make bids upon the forms provided, properly signed and with all items completed. Do not change the wording of the bid form and do not otherwise alter or add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid.
- B. Include with bid a completed and signed Invitation to Bid Construction Acknowledgment Form.
- C. Include completed Section 00310 - Bid Form.
- D. Include list of subcontractors as described in Item 1.8 Subcontracts below.
- E. **Bids must be submitted no later than April 19, 2022 at 3:00PM, local time.** No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- F. Address bids to Karen Olitsky, Procurement Agent III, and deliver to:

University of Florida
Procurement Services
971 Elmore Drive / PO Box 115250
Gainesville, FL 32611-5250

Submit bid in a sealed envelope that includes the bid number, contractor name and date and time of the bid opening on the outside of the envelope. Submit one (1) original bid and one (1) electronic copy on flash drive or CD/DVD. It is the sole responsibility of the bidder to see that bids are received on time. Faxed and/or emailed bids will not be accepted.

1.5 PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Owner, that the bidder and the bidder's proposed subcontractors have sufficient means and experience in the types of work required to assure

completion of the Contract in a satisfactory manner.

1.6 WITHDRAWAL OF BIDS

- A. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw their bid for a period of forty-five calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.7 QUALIFICATION OF BIDDERS

- A. A contract will be awarded only to a responsible, properly licensed, bidder, qualified by appropriate experience, with the ability, capacity, skill and financial resources to perform the work specified.
- B. If the bidder has not been pre-qualified with Procurement Services within the fiscal year (July 1 through June 30), the bidder may be required to submit the following evidence of eligibility prior to bid award:
 - 1. Evidence that bidder is licensed by the appropriate government agency to perform the work specified and in good standing at the time of the receipt of bids.
 - 2. Experience record showing bidder's training and experience in similar work.
 - 3. List and briefly describe projects of similar size and/or complexity which have been satisfactorily completed over the last five (5) years, including location, dates of contracts, names of contracts, and names and addresses of owners.
 - 4. References:
 - a. Trade References
 - b. Bank References
 - c. Surety
 - Name of bonding company
 - Name and address of agent
 - Proof that surety and/or its agent is licensed to conduct business in the State of Florida and has a Best Rating of "A" and a financial size of "Class X" or better.
 - Letter from Surety or its agent licensed to do business in Florida verifying the bidder's capability to provide performance and payment bonds for this project.
 - Letter stating whether or not, within the past five (5) years, a contract or any portion of the Work connected to a contract was completed by the Owner or the applicant's Surety. If so, attach an explanation providing the name and location of the project, the name and address of the owner's representative and all pertinent details of the matter.

1.8 SUBCONTRACTS

If the Bidder intends to subcontract any of the Work:

- A. Each bidder shall furnish with its bid a list of all subcontractors for subcontracted scopes/packages of work valued at more than \$10,000.
- B. This list shall identify, for each subcontracted package in excess of \$10,000, the name and address of the proposed subcontractor and the approximate value of the subcontract.
- C. If the bidder does not intend to subcontract portions of the Work in amounts greater than \$10,000, then a statement to that effect should be furnished with their bid.
- D. Each subcontractor performing work more than \$10,000 must present evidence of being qualified in and licensed for the applicable trade. Such proof of subcontractor licensure shall be provided by the successful bidder after award, but prior to commencement of Work.

1.9 PERFORMANCE AND PAYMENT BONDS

See General Terms & Conditions, Article 20.

1.10 BID DEPOSIT

Not required.

1.11 AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible and responsive bidder who has proposed the lowest Base Bid (Bid Item 001), subject to the owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. Acceptance or rejection of any bid will be at the owner's sole discretion.
- B. Bid Item 001A, 001B, 001C and 001D are for information only.

1.12 MANDATORY PRE-BID CONFERENCE:

A Mandatory Pre-bid Conference will be held prior to the scheduled bid opening for the purpose of considering questions posed by bidders. The conference will be held remotely, by Zoom, and is open to interested bidders, prospective subcontractors, and any other interested parties. This conference will be held **March 30, 2022 at 9:30AM, local time, at J. Wayne Reitz Union, 655 Reitz Union Drive, Gainesville, Florida, 32611. The meeting will begin promptly at 9:30AM in the elevator lobby on the lower level (basement).**

1.13 EXECUTION OF AGREEMENT

- A. A Purchase Order (PO) will be issued for purposes of fiscal encumbrance and payment. The PO itself serves as the form of contract.
- B. Upon notice of Bid Award, the bidder to whom the Contract is awarded shall deliver to UF those Certificates of Insurance and Payment & Performance Bonds required by the Contract Documents.
- C. Bonds and Certificates of Insurance shall be approved by UF before the successful bidder may

proceed with the Work.

1.14 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from any part of the Contract Documents, they may submit a written request for interpretation thereof no later than **April 5, 2022 at 5:00PM**, local time, to Karen Olitsky, Procurement Agent III at kolitsk@ufl.edu. The person submitting the request shall be responsible for its prompt delivery.
- B. Interpretations or corrections of proposed Contract Documents will be made only by Addendum and will be available on the Procurement Services “Schedule of Bids” webpage <https://procurement.ufl.edu/vendors/schedule-of-bids/>. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.15 TIME OF COMMENCEMENT COMPLETION:

The work to be performed under this Contract shall commence on the date this Contract is executed by the parties hereto and, subject to authorized adjustment, shall be completed no later than the time periods detailed in the project schedule in Section 00310 - Bid Form. Contractor agrees to commence and complete the work with continued diligence as a continuous operation from start through completion in accordance with project schedule.

Contractor’s ability to maintain scheduled job progress is conditioned on Contractor being allowed additional time for delays beyond its control as well as the timely furnishing of all necessary approvals.

Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party’s 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 mischief or act of God.

PROJECT SCHEDULE

Contractor shall provide a schedule for execution of modernization work with time periods necessary to indicate the milestones as listed in Section 00310 - Bid Form.

The start of on-site modernization must initiate on the date provided by the Elevator Contractor with completion finished in accordance with the schedule submitted by the Elevator Contractor and approved by the Owner for the elevator modernization.

All open time periods are to be calculated after a date of award for this contract. The schedule in Section 00310 – Bid Form, when completed, will constitute the final schedule for this project.

All time periods are to be calculated after a date of award for this contract with the actual start date as listed below. Once the elevator is turned over to the Elevator Contractor for modernization, the Elevator Contractor shall provide all material and labor to ensure that the approved schedule is achieved to complete all modernization work on the elevator.

END OF SECTION

00310 - BID FORMS**BID PROPOSAL**

FROM: _____
(Name of Bidder)

TO: UNIVERSITY OF FLORIDA
PROCUREMENT SERVICES
971 Elmore Drive
P.O. Box 115250
Gainesville, Florida 32611-5250

The undersigned, hereinafter called "Bidder", having reviewed the Contract Documents for the Project entitled **ITB22KO-130, Elevator Repairs at J. Wayne Reitz Union**, and having visited and thoroughly inspected the site of the proposed Project and familiarized himself/herself with all conditions affecting and governing the construction of said Project, hereby proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the Project, in strict compliance with the Contract Documents, Addenda, and all other Documents relating thereto on file in Procurement Services, and, if awarded the Contract, to complete the said Work within the time limits called for in the Documents and as stated herein, for the sums as enumerated on this and the following pages:

BASE BID:

Bid Item	Description	Item Total Cost
001	ELEVATOR REPAIR TOTAL: Total price for labor, equipment, transportation, supervision, tools, administrative costs, materials, permits and taxes including any incidental cost necessary to perform all work specified in BID ITEM 001 - ELEVATOR REPAIR SPECIFICATION section of this specification for Four (4) Electric Traction Elevators.	Total Cost for Four (4) Elevators \$ _____

FOR INFORMATION ONLY:

Bid Item	Description	Item Total Cost
001A	ELEVATOR REPAIR ELEVATOR #1 SN# 4093: Total price for labor, equipment, transportation, supervision, tools, administrative costs, materials, permits and taxes including any incidental cost necessary to perform all work specified in BID ITEM 001 - ELEVATOR REPAIR SPECIFICATION section of this specification for One (1) Electric Traction Elevator.	Cost for Elevator #1 \$ _____

001B	ELEVATOR REPAIR ELEVATOR #2 SN# 4094: Total price for labor, equipment, transportation, supervision, tools, administrative costs, materials, permits and taxes including any incidental cost necessary to perform all work specified in BID ITEM 001 - ELEVATOR REPAIR SPECIFICATION section of this specification for One (1) Electric Traction Elevator.	Cost for Elevator #2 \$ _____
001C	ELEVATOR REPAIR ELEVATOR #3 SN# 4096: Total price for labor, equipment, transportation, supervision, tools, administrative costs, materials, permits and taxes including any incidental cost necessary to perform all work specified in BID ITEM 001 - ELEVATOR REPAIR SPECIFICATION section of this specification for One (1) Electric Traction Elevator.	Cost for Elevator #3 \$ _____
001D	ELEVATOR REPAIR ELEVATOR #4 SN# 4097: Total price for labor, equipment, transportation, supervision, tools, administrative costs, materials, permits and taxes including any incidental cost necessary to perform all work specified in BID ITEM 001 - ELEVATOR REPAIR SPECIFICATION section of this specification for One (1) Electric Traction Elevator.	Cost for Elevator #4 \$ _____

PROJECT SCHEDULE:

<u>Days</u>	<u>Action</u>
_____	Product submittals date
_____	Submittal review period
_____	Submittal approval date
_____	On-site work starts for 1 st elevator
_____	1 st elevator repair work completed
_____	On-site work starts for 2 nd elevator
_____	2 nd elevator repair work completed
_____	On-site work starts for 3 rd elevator
_____	3 rd elevator repair work completed
_____	On-site work starts for 4 th elevator
_____	4 th elevator repair work completed
_____	All elevator repair work completed

ADDENDA:

Receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM # _____ Dated _____

ADDENDUM # _____ Dated _____

ADDENDUM # _____ Dated _____

SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

(Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from Contract Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed and sealed this _____ day of _____, 2022.

(Signature of Bidder)

(Print Name)

(Title)

WITNESS:

(Signature of Witness)

(Print Name)

Address: _____

(City)

(State)

(Zip Code)

END OF SECTION

Technical Specifications

Elevator Repair at
J. Wayne Reitz Union

655 Reitz Union Drive
Gainesville, FL 32611

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SPECIFICATION FOR REPAIR OF ELEVATORS

**J. Wayne Reitz Student Union
655 Reitz Union Drive, Gainesville, FL 32611**

ELECTRIC TRACTION PASSENGER ELEVATORS

1 GENERAL

1.1 SUMMARY

- A) This section specifies required work to complete the repair of Four (4) Electric Traction Elevators.
- B) Elevator work includes:
 - 1) Commercial, standard electric traction elevators.
 - 2) Elevator car and hoistway signal equipment.
 - 3) Operation and control systems.
 - 4) Patching, painting etc. as indicated.
 - 5) Accessibility provisions for physically disabled persons.
- C) Engineering, equipment, labor, machines, control systems, devices and accessories as required for safely operating the specified elevators at rated speed with rated capacities.
- D) Delivery, staging, and hoisting of new equipment. Hoisting, dismantling, removal and disposal of existing equipment. Repair, cleaning and painting of reusable equipment.
- E) Materials and accessories as required for completing the elevator repair.
- F) Hoistway, pit and machine room barricades for safety as required.
- G) Required hoisting, hoisting permits and traffic coordination and/or permits with local jurisdictions and the State of FL as required.
- H) Required permits and coordination and/or permits with local jurisdictions, Bureau of Elevator Safety and the State of FL as required.

1.2 DEFINITIONS

- A) The following definitions shall be used throughout all general conditions, specifications and contract documents except where superseded in those documents.
 - 1) "Owner": J. Wayne Reitz Student Union.
 - 2) "Consultant": Liberty Elevator Experts, LLC.
 - 3) "Contractor": The Elevator Contractor unless stated differently.

- 4) "Contract": The Contract for the elevator repair and other related work shall be deemed to be the Elevator Specifications provided to Contractor prior to execution.
- 5) "Contract Documents": The Contract for the elevator repair and other related work to the elevator of the building, the Elevator Specifications (the "Specifications") and any Addendum shall comprise the Contract Documents. Additional Contract Documents may be created and incorporated upon written agreement by Owner and Contractor. Notwithstanding, any documents not furnished hereunder shall not be binding upon Contractor until such time Contractor is furnished with same and specifically accepts in writing.
- 6) "Contract Sum": The amount set forth in the Contract as priced by the "Contractor" for Bid Items, for Contractor's performance of the Work.
- 7) "Direct Labor Costs": Wages or salaries, which can be properly identified with and charged to one specific product or service. Direct labor cost shall include all direct labor employee benefit costs and burdens. Employee benefits shall include the employer's cost contributions for health and welfare, injury compensation, Federal and State Unemployment and Social Security taxes. It shall also include a burden factor to recover the cost of paid absence due to Federal Holidays, vacation, and election days required by the Department of Labor Wage Determinations. Other benefit costs including retirement contributions and paid sick leave may be included where identifiable and payable by the Contractor.
- 8) "Direct Labor Hours": Those hours actually expended in the accomplishment of direct labor costed work.
- 9) "Direct Materials Cost: The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value of salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors "Fire Alarm Contractor": Contractor approved to work on Fire Alarm System installed in J. Wayne Reitz Student Union, 655 Reitz Union Drive, Gainesville, FL 32611.
- 10) "Code": All applicable laws and codes, including but not limited to the electrical, fire, building, and Safety Codes for Elevators and Escalators codes designated by any authority having jurisdiction as detailed in the codes and standards reference section of this specification.
- 11) "Jurisdictional Authority": The authority having jurisdiction, the organization, office, or individual responsible for enforcement of the associated Elevator Code(s). Where compliance with these Codes has been mandated by legislation or regulation, the "Jurisdictional Authority" is the regulatory authority.
- 12) "Component" or "Component Part": Any part of any item or system that is detachable or removable from the main body or main assembly of the item or system.
- 13) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.

- 14) Where “as directed”, “as required”, “as permitted”, “approval”, “acceptance”, or other words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Owner is intended unless stated otherwise.
- 15) “Work”: The services to be completed by Contractor are as specified in the Contract Documents. This Work includes all Services necessary, material and labor required to provide and install and/or repair equipment as specified under this specification. Schedules and completion dates shall be agreed to in writing by both parties before becoming effective.
- 16) “Provide”: Provide all materials and labor required to furnish and install and or repair.
- 17) “Services”: Services shall include, but shall not necessarily be limited to, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants; supervision, applicable taxes, and all other work and materials expressly required under this Contract or reasonably inferred whether or not expressly stated herein necessary to maintain all equipment covered under this specification.
- 18) “Fire Alarm Contractor”: Contractor approved to work on Fire Alarm System installed in J. Wayne Reitz Student Union, 655 Reitz Union Drive, Gainesville, FL 32611.
- 19) “Subcontractor”: A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work and Services at the site. All Subcontractors must be licensed and insured and must provide proof of adequate insurance in the amounts specified herein prior to the commencement of any portion of the Work.

1.3 CODE AND STANDARD REFERENCES

- A) All codes and standards referenced in this specification will be to the edition of the references as detailed in this section. All materials and Work and Services to be performed under these specifications shall be in compliance with the Codes listed in this section or as determined by the authority having jurisdiction.
- B) Comply with applicable FL Regulatory Requirements, Building Codes and Elevator Codes at the project site, including but not limited to the following:
 - 1) Florida Statutes 399 and 553
 - 2) Florida Administrative Code 61C-5
 - 3) Florida Building Code 2020, including all supplements
 - 4) A17.1-2016 Safety Code for Elevators and Escalators
 - 5) ASME A17.3-2015 Safety Code for Existing Elevators and Escalators
 - 6) ASME A17.2-2017 Guide for Inspection of Elevators and Escalators
 - 7) ADAAG, Americans with Disabilities Act Accessibility Guidelines
 - 8) ASCE 24 Flood Resistant Design and Construction
 - 9) NFPA 13-2016 Standard for the Installation of Sprinkler Systems
 - 10) NFPA 70-2017 National Electrical Code
 - 11) NFPA 80, Fire Doors and Windows
 - 12) ANSI/UL 10B, Fire Tests of Door Assemblies

- 13) NFPA 72-2016 National Fire Alarm Code
- 14) NFPA 101 Life Safety Code
- 15) O.S.H.A. Requirements for construction and repairs of existing buildings
- 16) Elevator Industry Field Employees' Safety Handbook 2020
- 17) Any and all onsite workmen and receiving of products to site are required to follow security and safety procedures as per policies due to facility regulations.

1.4 WORK BY ELEVATOR CONTRACTOR

- A) This contract will be issued as a "Turn-Key" project with all work required in the WORK BY ELEVATOR CONTRACTOR section being the responsibility of the Elevator Contractor for completion as detailed in this specification.
- B) **Patching:** Patching of all masonry openings and drywall surfaces as required by elevator installation work as detailed below will be the responsibility of the Elevator Contractor and shall be completed with fire rating of hoistway or machine room equal or greater than 2 hours in accordance with FL Building Code.
 - 1) All openings left from the removal of any surface mounted devices will be patched appropriately and surface restoration performed by the Elevator Contractor. Included in this will be the removal of old position indicators and directional indicators.
 - 2) Patching of all surfaces at elevator landings will be the responsibility of the Elevator Contractor. Masonry, drywall, patching and finishes including painting for repair of all openings as required by elevator installation work and shall be completed with fire rating of hoistway or machine room equal or greater than 2 hours in accordance with applicable Building Code
 - 3) Patching of all masonry openings and drywall surfaces as required by elevator installation work inside the hoistway and machine room will be the responsibility of the Elevator Contractor.
- C) **Coordination of Work:**
 - 1) Elevator Contractor shall coordinate as required with other contractors to ensure that schedules are met, and all work being performed in association with the elevator repair project is acceptable.
 - 2) Before proceeding with any Work, the Contractor shall carefully check and verify all pertinent dimensions and sizes and assume full responsibility for fitting the equipment and materials to the structure. Where the apparatus and equipment have been indicated on the drawings, the dimensions have been taken from typical equipment of the type specified in these specifications. The Contractor shall carefully check the drawings to verify that the equipment that will be actually provided will fit into the spaces available. Should the equipment not fit the specific structure shown on the drawings, all additional sub-framing members required to accommodate the equipment installation shall be provided and paid for by Contractor as part of the Work of this section. The Contractor shall submit all structural shop drawings and engineering calculations for the Consultant's review and written approval.
 - 3) Contractor shall familiarize himself with the specifications, drawings, installation procedures and construction schedules for those phases of Work performed by his subcontractors. The Contractor shall also familiarize himself with the Owner's security and safety requirements

and shall abide by and conform to such established regulations at all times. If the Contractor's Work or the Work of any of his subcontractors depends upon the execution of the Work of another subcontractor or upon his own Work, he shall so coordinate all phases of Work so as to avoid conflicts in installation procedures and construction schedules.

- 4) As work progresses, Contractor shall consult with his subcontractors, examine the Work installed by them, and resolve all conflicts without expense to Owner and/or Consultant.
- 5) Progress meetings shall be held at the job site, as and when requested by Owner or Consultant. The Contractor shall be represented at these meetings by persons familiar with the details of the scope of Work and authorized to conclude matters relative to Work progress, as may be necessary to expedite completion of Work.
- 6) All above work and materials to be performed to meet compliance with applicable Building Code, ASME A17.1 Safety Code for Elevators and Escalators, NFPA 70 National Electrical Code, NFPA 13 National Sprinkler Code and NFPA 72 Fire Alarm Code or as determined by the authority having jurisdiction.
- 7) Failure by above associated contractors to perform required testing at time of scheduled elevator acceptance testing and inspection will require full advance payment by contractor at fault for all expenses relating to re-inspection, permit and scheduling fees to building management.

1.5 PAINTING

- A) **Cleaning and Painting of Miscellaneous Surfaces:** The Contractor shall be responsible for all miscellaneous painting as detailed in this specification. The procedures proposed for the accomplishment of the work shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged, protection of property, which is to remain undisturbed, and coordination with other work in progress. The work plan shall include a Safety and Health Plan describing procedures for handling monitoring, and disposition of Volatile Organic Compounds "VOCs" and other hazardous and toxic materials. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.
- B) **Painting Provisions:** For all painting performed, the following provisions shall apply:
 - 1) Provide all ferrous metals installed in the hoistway shop primed with a rust inhibitive primer.
 - 2) All cleaning or painting work that produces any vapors or fumes shall not be performed during normal business work hours. All cleaning or painting work that produces any vapors or fumes shall be performed with sufficient ventilation to prevent the vapors or fumes from permeating into the building. Work of this nature must be scheduled and coordinated with the Owner three (3) days prior to execution of work.
 - a) The procedures proposed for the accomplishment of the Work shall provide for safe conduct of the Work, careful removal and disposition of materials specified to be salvaged, protection of property, which is to remain undisturbed, and coordination with other work in progress. The Work Plan shall include a Safety and Health plan describing procedures for handling monitoring, and disposition of Volatile Organic Compounds "VOCs" and other hazardous and toxic materials. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.

- b) All paint products and application method must be pre-approved prior to application by Owner or Owner's agent. Paint products and application methods are to be equal or better than existing product applicable with matching color as approved by Owner.
 - c) All products of paint, thinners or cleaning agents must be pre-approved prior to use for VOC's or any additional health concerns.
- 3) Interior work zones having a volume of 1,000 cubic feet or less shall be ventilated at a minimum of 2 air exchanges per hour. Ventilation in larger work zones shall be maintained by means of mechanical exhaust. Solvent vapors shall be exhausted outdoors, away from air intakes, building occupants and workers. Building air conditioning return air inlets in the work zone shall be temporarily sealed before start of work until the prepared surfaces have dried and are free of odor. Operators and personnel in the vicinity of paint removal processes involving chemicals or mechanical action (sanding or blasting) shall wear respirators.

1.6 ELEVATOR SYSTEM DESCRIPTION

A) Elevator Arrangement: Quantity – Four (4) with Elevator(s) numbered as follows:

- 1) Elevator # 1 (SN# 4093)
- 2) Elevator # 2 (SN# 4094)
- 3) Elevator # 3 (SN# 4096)
- 4) Elevator # 4 (SN# 4097)
- 5) Specific requirements for the specific elevator or component shall be designated as such. It shall be the bidding Contractor's responsibility to review and verify as required for proper installation. Specifications for elevators include minimum requirements of elevators and it shall be the responsibility of the bidder to complete all work to code compliance.

B) Type:

- 1) Elevator # 1 (SN# 4093) – Passenger – Electric Traction - Geared Drive Machine
- 2) Elevator # 2 (SN# 4094) – Passenger – Electric Traction - Geared Drive Machine
- 3) Elevator # 3 (SN# 4096) – Passenger – Electric Traction - Geared Drive Machine
- 4) Elevator # 4 (SN# 4097) – Passenger – Electric Traction - Geared Drive Machine

C) Number of Stops & Openings:

- 1) Elevator # 1 (SN# 4093): 8 front (labeled LL, G, 1, 2, 3, 4, 5 & 6) / No Rear Openings
- 2) Elevator # 2 (SN# 4094): 8 front (labeled LL, G, 1, 2, 3, 4, 5 & 6) / No Rear Openings
- 3) Elevator # 3 (SN# 4096): 8 front (labeled LL, G, 1, 2, 3, 4, 5 & 6) / No Rear Openings
- 4) Elevator # 4 (SN# 4097): 8 front (labeled LL, G, 1, 2, 3, 4, 5 & 6) / No Rear Openings

D) Rise: All existing conditions

E) Rated Capacity/Speed: Maintain existing conditions

- 1) Elevator # 1 (SN# 4093)
 - a) Capacity rated at 3000 lbs.
 - b) Speed rated at 300 fpm
- 2) Elevator # 2 (SN# 4094)

- a) Capacity rated at 3000 lbs.
- b) Speed rated at 300 fpm
- 3) Elevator # 3 (SN# 4096)
 - a) Capacity rated at 3000 lbs.
 - b) Speed rated at 300 fpm
- 4) Elevator # 4 (SN# 4097)
 - a) Capacity rated at 3000 lbs.
 - b) Speed rated at 300 fpm

F) **Minimum Car Inside:** Maintain existing dimensions

G) **Inside Cab Height:** Maintain existing clear headroom dimensions inside car.

H) **Entrance Width & Type:**

- 1) Elevator # 1 (SN# 4093):
 - a) Front Openings: Center Opening Single Speed 3' 6" x 7'-0
 - b) Rear Openings: N/A
- 2) Elevator # 2 (SN# 4094):
 - a) Front Openings: Center Opening Single Speed 3' 6" x 7'-0
 - b) Rear Openings: N/A
- 3) Elevator # 3 (SN# 4096):
 - a) Front Openings: Center Opening Single Speed 3' 6" x 7'-0
 - b) Rear Openings: N/A
- 4) Elevator # 4 (SN# 4097):
 - a) Front Openings: Center Opening Single Speed 3' 6" x 7'-0
 - b) Rear Openings: N/A

I) **Main Power Supply:**

- 1) Elevator # 1 (SN# 4093) - Existing power supply will be retained and reutilized as detailed in this specification. All main line power is with a separate equipment grounding conductor.
- 2) Elevator # 2 (SN# 4094) - Existing power supply will be retained and reutilized as detailed in this specification. All main line power is with a separate equipment grounding conductor.
- 3) Elevator # 3 (SN# 4096) - Existing power supply will be retained and reutilized as detailed in this specification. All main line power is with a separate equipment grounding conductor.
- 4) Elevator # 4 (SN# 4097) - Existing power supply will be retained and reutilized as detailed in this specification. All main line power is with a separate equipment grounding conductor.

J) **Lighting Power Supply:** 120 Volts, 1 Phase, 15 Amp, 60 Hz.

K) **Stopping Accuracy:** $\pm 1/4"$ under any loading condition or direction of travel.

L) **Door Operating Equipment:** Door operating equipment shall be labeled with maximum door speed and Kinetic Energy shall not exceed 7.37 ft-lbf. as required by ASME A17.1 Safety Code for Elevators and Escalators.

M) **Car Operation:**

- 1) **Elevators # 1, # 2, # 3 and # 4:** Using a Group Selective Collective for elevators # 1, # 2, # 3 and # 4 microprocessor-based controller, the operation shall be automatic by means of the car and hall buttons.
 - a) Group Supervisory (Dispatch Panel) shall be utilized that automatically controls the operation of all the elevators in the group and will contain all the timers, relays and controls necessary for its operation.
- 2) Provide microprocessor-based automatic operation control system for all elevators, which utilizes on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

1.7 **SUBMITTALS**

A) **Product data:** Submit product data for the following:

- 1) Traction driving machine, traction drive sheave and all major components of system including layout for machine room if equipment layout is changed all major components of system.

B) **Shop drawings:** Provide the following if equipment existing layout is changed.

- 1) Show equipment arrangement in the machine room, pit and hoistway plans, elevations, sections and details of assembly, erection, anchorage, and equipment location as required.
- 2) Indicate elevator system capacities, sizes, performances, safety features, finishes and other pertinent information.
- 3) Show floors served, existing travel distances, maximum loads imposed on the building structure at points of support and all similar considerations of the elevator work.
- 4) Indicate electrical power requirements and branch circuit protection device recommendations and locations.

C) **Certificates:** Inspection and acceptance certificates of elevator system installation.

D) **Submittals at Project Close-Out:**

1) **Operation and Maintenance Data:** Include the following:

- a) Product User Manuals and maintenance guides.
- b) Parts list, with recommended parts inventory.
- a) Furnish Four (4) copies of bound Product User Manuals and maintenance guides for elevators. Furnish one (1) electronic copy of all project close-out submittals to Owner.

2) **Wiring Diagrams:** Provide complete as built wiring diagrams with all electrical connections of elevator systems.

- a) Provide one set of as built wiring diagrams in the elevator machine room.
- b) Provide one (1) additional hard copy and 1 electronic copy on separate USB Flash Drive, in PDF format to Elevator Consultant for review and delivery to Owner.
- c) Provide legible schematic wiring diagrams of installed electrical equipment, including control equipment, and any changes and/or in field modifications.

- d) Provide legible copy of field pull sheets and wiring notes. Pull sheets to include wire numbers and colors. List symbols corresponding to identity or markings on machine room and hoistway apparatus.
- e) Coded diagrams are not acceptable unless fully identified.

1.8 **QUALITY ASSURANCE**

- A) **Contractor Qualifications:** Elevator Contractor shall provide pre-engineered elevator system components by manufacturer(s) regularly engaged in the manufacture of elevator systems and that complies with ASME A17.1 Safety Code for Elevators and Escalators in its entirety, Jurisdictional Statutes, Rules & requirements, all applicable sections of the applicable Building Code as referenced above in its entirety, and additional requirements specified herein..
- B) **Quality Assurance Program:** The Contractor shall have a documented, on-going quality assurance program.
- C) **Installer Qualifications:** The Elevator Contractor must have not less than ten years of satisfactory experience installing elevators equal in character and performance to the project elevator. All mechanics employed to work onsite must be certified and/or licensed by appropriate federal and/or state regulatory agencies to meet federal and/or local certification requirements in maintenance, repair, alteration and construction of elevators. There shall not be allowed onsite more than one helper or assistant unlicensed per onsite licensed mechanic.
- D) **Permits and Inspections:** The Contractor shall be responsible to obtain all permits, licenses and other fees that are necessary for proper completion and execution of the Work, which are specifically included in the Contract Sum, but not limited to required Jurisdictional Authority permits as required by Jurisdictional Statutes, Rules & requirements for Alteration Permits, and local jurisdiction permits. Elevator Contractor is responsible for proper posting of all required licenses, permits and safety documentation.
- E) **Inspection and testing:** Elevator Installer shall obtain and pay for all required tests, permits and fees for elevator installation as required by the State of FL.
 - 1) Owner has designated Liberty Elevator Experts, LLC as their consultant on this project. Liberty Elevator Experts, LLC, in accordance with ASME A17.1 Safety Code for Elevators and Escalators, Inspection and Test Requirements, may be present for and review all acceptance inspections for this elevator. Elevator Installer in accordance with ASME A17.1 Safety Code for Elevators and Escalators, Inspection and Test Requirements will schedule and coordinate all acceptance tests and arrange for inspection for this elevator. Elevator Contractor must notify building owner and elevator consultant 5 days prior to inspection advising of the date and time of all inspections and tests. Elevator consultant must qualify and approve any inspector prior to inspection other than inspectors employed by the Authority Having Jurisdiction (AHJ).
 - 2) Elevator Contractor shall be solely responsible for the application, securing, maintaining, completion and posting of existing elevator permits as per Jurisdictional Statutes, Rules & requirements, and delivery to the Owner upon completion and acceptance of elevator work, the certificate of operation.
 - 3) Failures by Contractor to successfully perform required testing and pass alteration acceptance inspection, at time of scheduled elevator acceptance testing, will require a re-inspection. All costs for re-inspection required due to Contractor fault will be paid by Contractor.

- F) **Signage:** All signage as required by the applicable Building Code, ASME A17.1 Safety Code for Elevators and Escalators, NFPA 70 National Electrical Code and NFPA 72 Fire Alarm Code to be posted in elevator lobbies, fire alarm panels, disconnects, machine rooms and machine room doors.
- G) **Contractor's Safety and Health Plan:** The contractor shall have in place a safety and health plan that, at a minimum, addresses OSHA requirements. The safety and health plan shall comply with the requirements of the Elevator Industry Field Employees' Safety Handbook. The program shall include job site cleanliness, hard hats, safety glasses, safety shoes, hearing protection, fall protection, proper use of ladders, barriers around hazards and proper scaffolding.
- H) **Protection of Spaces:** Contractor is responsible for all protection both inside and outside of hoistway to all personnel inside or outside of hoistway areas. This includes providing and maintaining of protective barricades at hall entrances, screening of each hoistway during work and protection from trip hazards due to storage or use of materials or drop cords.
 - 1) Contractor is to provide due care to protect building flooring and walls from excessive debris, dirt or damage due to workmen onsite.

1.9 DELIVERY, STORAGE AND HANDLING

- A) Deliver elevator materials, components and equipment in manufacturer's protective packaging.
- B) Elevator equipment disassembled for replacement shall be neatly stored prior to removal from site and disposal, which is responsibility of Elevator Contractor.
- C) Store materials in a dry protected area if designated by owner. Protect and handle materials in accordance with manufacturer's recommendations to prevent damage, soiling, or deterioration.
- D) Elevator Contractor shall be responsible for the material handling of all elevator equipment to site storage area. Elevator Contractor will be responsible for keeping all stored materials inside storage area with lock and key.
- E) Elevator Contractor's sole responsibility and liability shall be limited to the extent Elevator Contractor is at fault; and shall not be responsible for material once material arrives at jobsite.
- F) Elevator Contractor shall be responsible for the removal the existing equipment from the machine rooms and placement of the new equipment in the machine rooms.
- G) Owner shall afford the Contractor and separate contractors' reasonable opportunity for storage of materials and performance of their activities on the property and shall cooperate in coordinating operations with such other activities.
- H) Locked and protected storage for Elevator Contractor's tools or materials at site is contractor's responsibility. Key will be provided for elevator machine room of building and can be utilized for storage or securing of tools and equipment. This is the only area available on site for storage of any elevator materials, equipment or tools.
- I) Elevator Contractor will be provided a single location for either a storage trailer or POD. The cost of the storage container/trailer is the responsibility of the Elevator Contractor.
- J) Authorized elevator personnel only are responsible for temporary installed barrier panels as may be required during construction to protect the openings at elevator at each floor. Panels may be removed only while the authorized elevator personnel are to perform work in the immediate area of the unprotected opening. Authorized elevator personnel shall re-install all

barriers as required to maintain the original solid and safe protection to the opening prior to leaving immediate work area of the opening.

1.10 PROJECT CONDITIONS

- A) **Prohibited Use:** Elevator that is turned over to the Contractor for repair work shall not be used for any purpose during the construction period before Substantial Completion. The elevator will only be turned over to the Owner upon completion of all repair work, including successful completion of all required inspections and tests including acceptance by Consultant.
- B) **Painting:**
- 1) Only paint metal work provided by Contractor or impacted by Work performed under this specification by Contractor unless specifically required in other sections of this specification.
 - 2) For all painting performed the requirements of Part 1.6 Painting shall be complied with as required.

1.11 WARRANTY

- A) **Warranty:** The Contractor's acceptance is conditional on the understanding that their warranty covers defective material and workmanship.
- 1) The guarantee period shall extend to one (1) year from the date of completion or acceptance thereof by beneficial use; whichever is earlier, of each elevator.
 - 2) The guarantee excludes ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect or any other causes beyond the control of the Contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
 - 3) Any defective condition or workmanship not mutually agreeable as satisfactory to building Owner and Contractor shall be determined by the independent elevator Consultant as final for the replacement, repair or continued use or product or part in question.
 - 4) In addition to Contractor's above-mentioned warranties, Contractor shall, for the benefit of the Owner, obtain and assign to Owner if necessary, warranties from the manufacturers, producers and suppliers whose products are incorporated into or used in the work performed hereunder. All work and materials provided pursuant to the warranties hereunder shall be performed at no charge to the Owner.

2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A) Only products and components produced or provided by manufacturer(s) regularly engaged in the manufacture of elevator products, and that complies with ASME A17.1 Safety Code for Elevators and Escalators in its entirety, ASME A17.2, Jurisdictional Statutes, Rules & requirements, all applicable sections of the applicable Building Code in its entirety, and additional requirements specified herein are acceptable. Only Bidders deemed qualified shall be notified by Request for Bid.

2.2 **MATERIALS, GENERAL**

A) **Colors, Patterns, and Finishes:** As selected by the Owner or Owner's Representative from manufacturer's full range of standard colors, patterns, and finishes.

- 1) Steel:
 - a) Shapes and bars: ASTM A 36.
 - b) Sheet: ASTM A 366, cold-rolled steel sheet, commercial quality, Class 1, matte finish, stretcher leveled.
 - c) Finish: Factory-applied baked or powder coated enamel.
- 2) Stainless Steel:
 - a) Shapes and bars: ASTM A 276, Type 300 (18-8).
 - b) Tubing: ASTM A 269, Type 300 (18-8).

2.3 **EQUIPMENT: MACHINE ROOM/SPACE COMPONENTS**

A) **Geared Traction Machine:** Existing geared traction machines will be reutilized.

- 1) The existing Hoisting Machines will be retained and reused in place.
- 2) The entire Machine Assemblies will be adjusted accordingly.
- 3) All existing Hoisting Machine bearings and gears will be checked with notice to Consultant if any problems are found.

B) **Sheave:** Remove old traction drive sheave and replace with new traction drive sheave.

- 1) Traction sheave shall be of hard alloy cast iron, semi steel or cast steel of approved composition, with true running, smooth turned grooves and flanges. The sheave shall be free from cracks, sand holes or other imperfections. Traction sheaves shall be a suitable diameter for the hoisting ropes provided.
- 2) The traction sheave center shall be mechanically coupled to the worm gear center in a positive manner. The traction sheave shall be suitably grooved to produce the required traction and shall be thick enough to provide for future groove wear and re-grooving.
- 3) Permanently and legibly mark the sheave to show the groove bottom diameter and the minimum permissible thickness of metal for re-grooving.

C) **Sheaves and Cable Guards:** Existing primary and secondary drive sheaves shall be retained and reutilized. New cable guards shall be provided as required by ASME A17.1.

- 1) Provide all code required rope guards and retainers.

D) **Suspension Ropes:** Remove existing and provide new.

- 1) Suspension ropes shall be replaced with new suspension ropes as detailed below:
 - a) Replace suspension ropes with traction steel hoist ropes of size and number to ensure proper wearing qualities, consisting of at least six strands wound around a hemp core center. Suspension ropes shall be provided in conformance with rope data on elevator car crosshead data plate.
 - b) All hoist ropes of a complete set installed on any elevator shall be from the same identical factory run.

- c) The appropriate handling, socketing and inspection procedures as outlines in the Inspectors Manual A17.2 shall apply.
 - d) Provide new shackle springs on the car and counterweight Babbitted hoist rope sockets.
 - e) Properly secure the ends of hoist ropes to the car and counterweight headers with adjustable rope shackles having individual tapered Babbitted sockets. Fit each hoist rope shackle with a suitable shackle nut, lock not and shackle cotter pin. Shackle hoist ropes in a manner to allow adequate take up for future stretch.
 - f) Provide new anti-spin, properly threaded thru the rope sockets on the car and counterweight ends.
 - g) All suspension means shall be adjusted and installed with alternating shackle rod length so that shackles do not make contact and include anti-rotation devices.
 - h) Load-carrying rope must be vertically in line with shackle rod.
 - i) All required labels shall be affixed after installation.
 - j) Existing ropes are quantity of six (6) per machine, twenty-four (24) in total for all four (4) elevators with ½" diameter, roped 2:1.
 - k) Each rope is estimated to be 350' long which is to be field verified.
 - l) Provide hoist rope data tags of corrosion resisting material.
 - m) All ropes are to be tensioned equally.
- 2) **Rope Tensioning:** All ropes are to be tensioned equally.
- a) Suspension members are considered to be equally tensioned when the smallest tension measured is within 10% of the highest tension measured. Equal tension shall be maintained between individual suspension members in each set.
 - b) Written results of the measurement of the tension of all suspension members for traction elevator shall be provided and maintained in the elevator machine room as permanent records that are considered the property of the Owner.
- E) **Counterweight:** With existing counterweights, counterbalance each elevator for smooth and economical operation by cast iron or steel plate weights contained in a structural steel frame. Counterweight shall equal a complete elevator car and approximately 40 percent of the specified load. If additional weights are required, Contractor shall provide and adjust for proper balance as a part of this specification and contract.
- F) **Load Weighing Devices:** Retain Existing.
- G) **Centrifugal Speed Governor & Tension Sheave:** Retain existing.
- H) **Governor Ropes:** Retain existing.

3 EXECUTION

3.1 CONTRACTOR RESPONSIBILITY

- A) **Contractor Responsibility:** The Contractor shall be responsible to the Owner for the acts, omissions and negligence of the Contractor's employees, Subcontractors and their agents or employees, and other persons or entities performing portions of the Work for or on behalf of the

Contractor or any of its Subcontractors. In no event shall Contractor be liable for consequential damages

B) Examinations:

- 1) Before starting elevator repair, inspect hoistway, hoistway openings, pits and machine room, as constructed, verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be installed. Do not proceed with elevator repair until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- 2) Repair constitutes acceptance of existing conditions and responsibility for satisfactory performance.

C) Crane Services: Elevator Contractor shall coordinate crane services, if required, for the removal the existing equipment from the machine rooms and placement of the new equipment in the machine rooms with building owner's representative.

D) Scheduling: Only one (1) elevator at a time will be turned over to the elevator contractor for repair work. The subsequent elevator(s) will only be turned over for repair work upon completion of all repair work on the first elevator, including successful completion of all required inspections and tests.

E) Signage:

- 1) J. Wayne Reitz Student Union Representative and the Board, in accordance with the General Materials section of this specification, will approve all signage in order to maintain consistent appearance for entire elevator installation.
- 2) All signage as required by current edition of the applicable Building Code, A17.1 Safety Code for Elevators and Escalators, NFPA 70 National Electrical Code and NFPA 72 Fire Alarm Code to be posted in elevator lobbies, fire alarm panels, disconnects, machine rooms and machine room doors.
- 3) All existing signage will be replaced in conformance to the Current edition of the applicable Building Code, A17.1 Safety Code for Elevators and Escalators, NFPA 70 National Electrical Code and NFPA 72 Fire Alarm Code requirements as a part of this specification.

F) Installation:

- 1) Install elevator systems components and coordinate repairs of hoistway wall construction.
- 2) Competent licensed elevator installation personnel in accordance with Jurisdictional Statutes, Rules & requirements and A17.1 Safety Code for Elevators and Escalators, manufacturer's installation instructions and approved shop drawings shall perform work.
- 3) Comply with the NFPA 70 National Electrical Code for electrical work required during installation.
- 4) Perform work with competent, skilled workmen under the direct control and supervision of the Elevator Contractor's experienced foreman.
- 5) Supply in ample time for installation by other trades, inserts, anchors, bearing plates, brackets, supports, and bracing including all setting templates and diagrams for placement.
- 6) Welded construction: Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation,

adjustment, inspection, maintenance, and replacement of worn Parts. Comply with AWS B2.1 Standard Welding Procedure and Performance Qualification.

- 7) **Coordination:** Coordinate elevator work with the work of other trades, for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by the Contractor, to ensure dimensional coordination of the work.
- 8) Install machinery, guides, controls, car and all equipment and accessories to provide a quiet, smoothly operating installation, free from side sway, oscillation or vibration.
- 9) **Sound isolation:** Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent the transmission of vibrations to the structure, and eliminate sources of structure-borne noise from the elevator system.
- 10) Lubricate operating parts of system, including ropes, as recommended by the manufacturer.

G) Data Plates, Tags & Signs: Elevator Contractor shall be required to install all data plates as required by A17.1 Safety Code for Elevators and Escalators on complete elevator system including alteration and original equipment.

- 1) All data plates shall be manufactured and printed with proper data for each elevator by CodeDataPlate.com or approved equal.
- 2) No ink-based markers shall be used for any data plates, tags or signs. All data plates, tags & miscellaneous signage shall be of such material and construction that the letters and figures stamped, etched, cast, or otherwise applied to the face shall remain permanently and readily legible.

H) Field Quality Control: The Elevator Contractor shall perform pre-testing of all required acceptance tests of the elevator system(s) prior to the scheduled Alteration Acceptance Testing and Inspection. The Elevator Contractor shall ensure the installation conforms to all applicable safety codes and contract requirements.

I) Acceptance Testing & Inspection:

- 1) **Acceptance Testing:** Upon completion of the elevator repair perform and satisfactorily complete all acceptance tests as required by the State of FL, AHJ (Authority Having Jurisdiction) and required by all applicable codes and governing regulations. Perform other tests, if any, as required by governing regulations or agencies.
- 2) Advise Owner, Elevator Consultant, and governing authorities in advance as required of dates and times tests are to be performed on the elevator.
- 3) **Acceptance Inspection:** J. Wayne Reitz Student Union has designated Liberty Elevator Experts, LLC, as their consultant on this project.
 - a) The Elevator Contractor shall be responsible, in accordance with A17.1 Safety Code for Elevators and Escalators for all acceptance inspections for this elevator.
 - b) Elevator Installer in accordance with A17.1 Safety Code for Elevators and Escalators, Inspection and Test Requirements will perform all acceptance tests for this elevator.
 - c) Elevator Contractor must notify building owner and elevator consultant 5 days prior to inspection advising of the date and time of all inspections and tests.
 - d) Elevator inspector other than Jurisdictional Authority inspectors must be approved prior to inspection date by consultant.

- e) **Alteration Acceptance Inspection Report:** At the conclusion of the alteration inspection of the elevator(s) the inspector shall provide a completed DBPR Form HR 5023-003 with signatures executed on the form.

J) Adjusting:

- 1) Make necessary adjustments of operating devices and equipment to ensure elevator operates smoothly and accurately.
- 2) The Elevator Contractor shall be required to perform and pass all required testing of all equipment as per A17.1 Safety Code for Elevators and Escalators and ASME A17.2.
- 3) Elevator Contractor is to return at 30 days, 90 days and 180 days after final installation to examine and readjust rope tension and hoist machine as may be required for optimum performance.

K) Cleaning:

- 1) Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by its operations. Upon completion of the Work, the Contractor shall remove all waste materials and Contractor's equipment and surplus materials. Contractor shall police the work area daily and any common area used by the Contractor each day and shall remove trash and debris from the work area and common area. Any trash that is stored on the common area shall be protected from wind so as to prevent trash being blown around the common area.
- 2) Contractor shall ensure that no hazardous conditions exist as a result of any Work, including the removal of nails in the parking area and walkway.
- 3) Contractor shall store all materials, supplies and equipment in a neat and orderly manner and dispersed to minimize fire hazards. The unloading of materials, supplies or equipment in the roadways or landscaped areas by vehicles, cranes or forklifts shall be coordinated at least 24 hours in advance with the Owner.
- 4) Before final acceptance, remove protection from finished surfaces and clean and polish surfaces in accordance with manufacturer's recommendations for type of material and finish provided.
- 5) For duration and/or completion of elevator work, remove tools, equipment, and surplus materials from site daily.
- 6) Clean equipment rooms and hoistway.
- 7) Remove trash and debris daily from premises.

L) Protection:

- 1) During all elevator work, or portion thereof, provide suitable protective coverings, barriers, devices, signs, or other such methods or procedures to protect elevator work from damage or deterioration. Protect all areas of work from public access or dangers including tripping or fall hazards. Maintain protective measures throughout remainder of construction period.

M) Demonstration:

- 1) The Elevator Contractor shall make a final check of each elevator operation with the Owner or Owner's representative present prior to turning each elevator over for use. The Elevator Contractor shall demonstrate that control systems and operating devices are functioning properly.

- 2) Instruct Owner's personnel in proper use, operations, and daily care or operation of elevator. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies.
- 3) Train Owner's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions.
- 4) Make a final check of each elevator operation, with Owner's personnel present, immediately before date of substantial completion.
- 5) Demonstrate that control systems and operating devices are functioning properly.
- 6) Final Electrical Schematics and Drawings
- 7) Maintenance Requirements.

N) Elevator Consultant's Punch-Out List Items:

- 1) Complete all of the consultant's punch-out list items as may be required. The elevator consultant shall provide a review and written punch list of deficiencies. The elevator consultant shall verify one time that the items from the punch list are completed after notice by the Elevator Contractor. If the work is not complete and the consultant is required to make return visits, the Elevator Contractor shall be charged for consultant at a rate of \$175.00 per hour including travel time for any additional return visits, reviews or work of any type.

3.2 TERMS of PAYMENT

A) Payment Schedule:

- 1) Based upon applications for payment submitted to OWNER by CONTRACTOR, as accepted and approved by Owner, Owner shall make progress payment on account of the Contract Sum to Contractor based on the Work completed to date. Upon completion of a portion of the Work as described above, Contractor shall submit to Owner's Representative a sworn and certified progress payment affidavit which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full up through the date of the affidavit and partial releases of lien from Contractor and any lienors serving a notice to the Owner prior to payment and evidence of proof of payment of any indebtedness incurred with a respect to the Work of Contractor, as may be required by the Owner and evidence that all Work has been performed as required pursuant to the Contact Documents up to the time of the request for payment.
- 2) Progress Payments for the repair work shall be made in accordance to this Paragraph, in the following manner for the elevator that is repaired.
 - a) 20% of contract sum is due upon signed acceptance and upon compliance with the relevant conditions precedent detailed in the Conditions Precedent to Payment paragraph, which shall include, but not be limited to, receipt by Owner of Contractor's Certificate of Insurance and signed contract.
 - b) 20% of the contract sum is due upon the arrival of the materials to the site and approval of the Owner's Representative of the materials.
 - c) 15% of the contract sum is due upon completion of the first elevator, including satisfactory completion of alteration acceptance testing and inspection of elevator.

- d) 15% of the contract sum is due upon completion of the second elevator, including satisfactory completion of alteration acceptance testing and inspection of elevator.
 - e) 15% of the contract sum is due upon completion of the third elevator, including satisfactory completion of alteration acceptance testing and inspection of elevator.
 - f) 15% of the contract sum is due upon completion of the fourth elevator, including satisfactory completion of alteration acceptance testing and inspection of elevator.
 - g) A Retainage of Ten Percent (10%) shall be withheld from all payments until completion of all work in accordance to the Owner Representative of this Contract paragraph. Final payment shall be payable within thirty (30) days from completion and upon delivery of Written Warranty(s), releases of all liens from Contractor, all Subcontractors, Laborers and Material Suppliers and Final Contractor's Affidavit
- 3) All progress payments shall be made payable jointly to Contractor and Subcontractors and suppliers or Subcontractors in the event a lien or liens have been filed by a Subcontractor against the Owner.
 - 4) Prior to issuance of any payments, the Work shall be inspected by Owner or the Owner's Representative. In addition, as Contractor is fully responsible for meeting the requirements of the manufacturers' warranties, Contractor shall be responsible for obtaining inspections by the manufacturers' representatives, if required, and delivering, along with his application for payment and supporting documentation, signed statements from the manufacturers verifying that the manufacturers will issue written warranties for the Work performed for which payment is being made. If fully satisfied with the documentation submitted, the Owner's Representative shall issue a certificate of authorization of payment to the Owner within fifteen (15) business days of receipt of the application for payment and supporting documentation. Upon receipt of the certificate of authorization of payment, the Owner shall issue payment to Contractor within fifteen (15) business days.
 - 5) The Owner's Representative shall have sole reasonable discretion as to approval of work and progress payments. The Owner's Representative shall timely review each application for payment and submit its Certificate of Payment to the Owner authorizing payment for all work performed and accepted by the Owner's Representative and materials on site as of the date of the application, reduced solely by the Representative's estimate of the cost to cure defective work (regarding which the Contractor has received Notice) performed by the Contractor. The Owner's Representative shall have the right to disapprove payment if in his reasonable judgment Work does not conform to the Contract Documents, the quality and progress of the work is not satisfactory, or as further provided in the Conditions Precedent to Payment paragraph hereof.

B) Conditions Precedent to Payment:

- 1) As a condition precedent to receiving payment Contractor shall furnish:
 - a) The Certificates of Insurance described in the Special Provisions, Insurance Requirements section of this contract.
 - b) An Affidavit reciting that all sums for labor, materials and services incurred as of the date of the payment requisition have been paid in full.
 - c) A sworn Release and Waiver of Lien to the extent of all payments requisitioned to date shall be furnished by Contractor and any Subcontractors, Laborers or Material suppliers.

- d) Satisfactory final inspection by the Owner's Representative and delivery of Final Contractor's Affidavit shall occur prior to final payment.
- e) Contractor agrees that Owner may pay unpaid Subcontractors, Laborers and Material Suppliers directly after ten (10) days written notice to Contractor if any sum remains unpaid at that time, or in the event of any lien filed in connection with such amounts unpaid, including attorneys' fees and other costs necessary to satisfy such lien unless Contractor advised Owner in writing of a reasonable basis for objection to payment within the ten (10) day period. Such amounts paid will be deducted from the amounts due Contractor.

C) Owner's Representative of This Contract:

- 1) The Owner's Representatives shall be designated by Owner. The Owner's Representatives will provide general administration during performance of the work and until final payment is due.
 - a) The Owner's Representatives shall at all times have access to the work wherever it is in preparation and progress.
 - b) The Owner's Representatives shall have the authority to reject work which does not conform to the contract documents and work specifications.
 - c) Based upon the Owner's Representatives' observations of the work and Contractor's applications for payment, the Owner's Representatives will determine the amounts owing to Contractor as described in Terms of Payment section of this contract.

D) Final Payment:

- 1) The Owner shall make or authorize final payment equal to ten (10%) percent of the Contract Sum to be made within thirty (30) days after completion of the Work, provided the Contract be then fully performed and Contractor has complied with the other requirements set forth in this section.
- 2) Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens and releases or waivers of lien from all lienors who have served a notice to owner to Owner arising out of this Contract, a final Contractor's affidavit pursuant to Section 713.06(3)(d)(1), Florida Statutes and a final Certificate of Inspection issued by the appropriate governmental authority(ies). In addition, final payment shall not be due until satisfactory final inspection and Contractor has delivered to Owner fully executed warranties in the Owner's name from all subcontractors and material and equipment manufacturers who have supplied labor, materials or equipment to the property under a contract with Contractor to the extent that such warranties are customarily supplied by any such subcontractors, material and equipment manufacturers.
- 3) Payment shall not become due until Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed. Upon receipt of the release of liens from the Contractor, the Owner shall deliver payment to the Contractor.
- 4) Owner may, for reasonable cause, make or authorize to be made all or any portion of any of the Final Payment by check payable jointly to the order of Contractor and any lienor giving timely notice. Payments shall be made directly to lienor by Owner unless Contractor has prior written notice and opportunity to resolve any disputes. If Contractor wishes to bond off or to contest any liens, and does not bond off the liens, Owner will escrow the applicable funds until the dispute is resolved and deduct said payment from the sum due Contractor. In

the event there are no claims which exceed the final payment amount, no payment shall be made until Contractor deposits the amount of any such deficiency with Owner.

- 5) The making of Final Payment shall not constitute a waiver of any claims by the Owner.

E) Claims and Disputes:

- 1) The parties shall endeavor to work together to resolve any disputes which may arise out of this Contract, but in the event a resolution cannot be reached, the parties reserve the right to litigate this matter in a court of competent jurisdiction located in the county where the work is to be performed. In no event shall Contractor be liable for consequential damages.

F) Repair Contract Acceptance:

- 1) This Elevator Repair Contract contains all the terms and conditions agreed upon by the Owner and Elevator Contractor. This Contract, once signed, will constitute the contract for repair of electric traction elevators as detailed above. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto, except as noted herein.

END OF SECTION