



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: July 24, 2025

TO: Monica Cepero
County Administrator

THRU: Robert Gleason, Director,
Purchasing Division

Constance Mangan, Digitally signed by Constance
Asst. Director, on Mangan, Asst. Director, on
behalf of behalf of
Date: 2025.07.28 11:45:57 -04'00'

THRU: Christine Shorey, Senior Purchasing Manager,
Purchasing Division

Christine C. Digitally signed by
Shorey Christine C. Shorey
Date: 2025.07.25
17:59:26 -04'00'

FROM: Yohanna de Francisco, Senior Purchasing Agent,
Purchasing Division

YOHANNA DE Digitally signed by
FRANCISCO YOHANNA DE FRANCISCO
Date: 2025.07.25 17:07:09
-04'00'

SUBJECT: Approval of Reasonable Source designation Schindler Elevator Corporation and, Approval
to Award and execution of agreement No. PNC2130408C1 with Schindler Elevator
Corporation for Broward County Aviation Department

Contract Amount: \$7,413,573.86

In accordance with the June 10, 2025, Agenda Item No. 38, approved by the Board of County Commissioners, the County Administrator is authorized to approve, and execute agreements, contract amendments, work authorizations, and other documents during the Board's 2025 Summer Recess (June 11 to August 20, 2025) (Exhibit 1).

A Request for Information (RFI) was advertised (December 20, 2024 – February 6, 2025) as a notice of intent to designate Schindler Elevator Corporation (Schindler) as the Sole (Reasonable) Source for modernization, replacement and maintenance and repair services for the escalators and elevators at Fort Lauderdale-Hollywood International Airport (FLL). The RFI requested any other vendors that believed they were able to provide the requested services and products to respond to the RFI. The RFI closed with two (2) responses from TEI Group and Southwest Elevator LLC. Broward County Aviation Department (BCAD) reviewed the submissions and determined that they could not provide modernization, replacement, maintenance and repair services for the escalators and elevators at FLL.

Enclosed is the Sole Source/Sole Brand/Only One Reasonable Source Request Form for the approval of the Reasonable Source designation to Schindler to modernize elevators and escalators at Terminal 1 of the Fort Lauderdale-Hollywood International Airport (FLL) for BCAD (Exhibit 2).

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
www.broward.org

The Reasonable Source designation will cover multiple future solicitations that will require products and services by Schindler in the total estimated value of \$ 66,700,000.

Additionally, enclosed is the agreement for solicitation No. PNC2130408C1 between Broward County and Schindler Elevator Corporation in the amount of \$ 7,413,573.86 (Exhibit 3).

History:

On May 20, 2025, Request for Bid No. PNC2130408C1, was solicited privately to Schindler as a Reasonable source designated solicitation. BCAD has evaluated the submission provided by Schindler and agrees with the recommendation for award.

One County vendor performance evaluation has been completed for Schindler with an average overall rating of 5.0 out of possible rating of 5.0

In accordance with the price analysis, evaluation of the pricing submitted by Schindler is determined to be fair and reasonable.

This agreement will require Board ratification per Florida Statute 332.0075(3) (b) that requires Board approval for contracts in excess of \$1.5MM.

Please execute the attached Sole Source/Sole Brand Request Form and the Agreement and return to Yohanna De Francisco, Senior Purchasing Agent.

Attachments

Exhibit 1 - Regular Meeting Agenda Item No.38

Exhibit 2 - Sole Source/Sole Brand/Only One Reasonable Source Request Form

Exhibit 3 - Agreement



DATE: 10/25/24

TO: Robert Gleason, Director, Purchasing Division

THRU:

FROM: Michael Pacitto, Aviation Chief Development Officer

PROJECT TITLE: Terminal 1 Elevator and Escalator Infrastructure Replacement

REQUISITION NO. TBD (BCAD AD +BCAD MX agreements)

SOURCE/BRAND NAME: Schindler Elevator Corporation

SOLE SOURCE/SOLE BRAND/ONLY ONE REASONABLE SOURCE REQUEST



SOLE SOURCE



SOLE BRAND



ONLY ONE REASONABLE
SOURCE

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

These projects will replace aging, obsolete elevators and escalators installed in Terminal 1 (T1) that require modernization, and provide maintenance and repair services. Most of this critical infrastructure is over twenty years old and has reached its end-of-life expectancy. The Scope of Work includes modernization and replacement of nine existing elevators located pre-and post-security, and four banks of escalators consisting of eight individual units, located in the public areas east and west of the main lobby. This project will modernize the equipment installed in T1 and provide integration and consistency with all other equipment installed at FLL. It is necessary to replace this equipment to reduce downtime and prevent failures and potential safety issues for passengers navigating FLL.

Currently 148 pieces of vertical and horizontal people mover equipment are installed at FLL, of which 125 (84%) were manufactured by Schindler Elevator Corporation (Schindler). This equipment requires replacement, modernization/upgrades, and maintenance and repair services. Parts are Schindler Original Equipment Manufacturer (OEM) specific to all equipment. All Schindler equipment at FLL, is equipped with "Schindler Ahead", a proprietary electronic monitoring system consisting of software and hardware that provides real-time status, analytics, and diagnostics on each piece of equipment. This proprietary system enables Schindler's Technical Operations Center to identify necessary predictive maintenance and closely monitor equipment safety and operations 24/7, allowing for real-time dispatch of technicians to limit costly failures, prevent potential safety issues, and minimize equipment downtime. Timely replacement, upgrades, and repair and maintenance are an important aspect of this service and allows FLL's passengers to continuously move throughout the terminals without delay.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Sole Source/Uniqueness



Proprietary Item - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.



Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.



Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."



Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.

- ☒ Other/or Additional information - the County requires this sole source purchase for the following reasons.

The equipment in operation at Terminals 2, 3 and 4 are equipped with Schindler's proprietary remote monitoring system "Schindler Ahead", which is not interchangeable with other systems and cannot be accessed by other vendors. The modernization of the T1 equipment will allow for integration with all other units installed at FLL.

Business Case (Only One Reasonable Source¹ or Only One Reasonable Brand)

- ☒ Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- ☐ Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- ☐ Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- ☐ Complies with existing community and safety standards, and/or laws, rules, and regulations.
- ☐ Other/or additional information - using this only one reasonable source, only one reasonable brand purchase benefits the County for the following reasons:

1) Should an alternate vendor be awarded a contract for this project, the alternate vendor would have to provide, install, and maintain Schindler OEM parts obtained at a higher price from Schindler (versus the County's discounted pricing), which would then be passed on to the County. In addition, the alternate vendor would have to retrofit their system to the Schindler equipment, which may require additional labor and training. The addition of an alternate manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL.

2) On October 19, 2021 (Item No. 48), the Broward County Board of County Commissioners awarded Contract No. BLD2122449G1_1 to Schindler for BCAD, under the Sourcewell government cooperative contract, to provide maintenance and repair services for the elevators, escalators and moving walkways installed at FLL. Should an alternate vendor be awarded a contract for this project, a second maintenance and repair agreement would have to be solicited and procured. BCAD would also lose the dollars invested to implement the Schindler Ahead software system as it is not interchangeable with other systems and cannot be accessed by other vendors. It is not feasible for BCAD to maintain two separate maintenance and repair agreements for two separate manufacturers of the equipment installed at FLL.

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: 13,437,366 (Includes Allowance) Contract length (if applicable): N/A

Has this commodity or service been previously provided to the County? ☒ Yes ☐ No

If yes, provide the following and attach any supporting documentation (e.g., previous approved memoranda):

Vendor name and date Schindler Method of Procurement Sourcewell Piggyback

What is the current contract (Procurement Catalog) or purchase order number? BLD2122449G1 (Maintenance)

Expenditures to date: \$13,603,787

Will this procurement utilize any local/state/federal grant funding? ☐ Yes ☒ No

If yes, attach any supporting documentation (e.g., grant agreement).

If this is a sole brand, is there an "authorized" dealers/resellers list? ☐ Yes ☒ No

If yes, provide the manufacturer's "authorized" dealers/resellers list.

¹ Commonly known as Most Reasonable Source

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

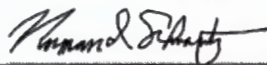
The cost to utilize an alternate vendor is unknown at this time. However, it would be a benefit to the County to have consistent equipment, remote monitoring, and maintenance and repair services for all elevators, escalators and moving walkways installed at FLL. One remote monitoring system would ensure that all equipment is integrated, thus preventing potential failures and on-site safety issues. In addition, the use of one manufacturer would eliminate the need for two separate maintenance contracts and decrease the need for additional BCAD maintenance personnel required to service two manufacturer's equipment.

CERTIFICATION: I have thoroughly researched the sole source, sole brand, only one reasonable source, or only one reasonable brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services".

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084".

Norman Schwartz



10/25/24

REQUESTOR/EVALUATOR (PRINT)

REQUESTOR/EVALUATOR (SIGN)

DATE

Michael Pacitto

MICHAEL PACITTO

10/25/24

DEPT/DIV DIRECTOR OR
DESIGNEE (PRINT)

DEPT/DIV DIRECTOR OR DESIGNEE
(SIGN)

DATE

PURCHASING DIVISION USE ONLY

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.25 and 21.26. The Purchasing Agent recommends the following:

☐ Sole Source ☐ Sole Brand ☒ Only One Reasonable Source/Brand² ☐ Reject
☐ Authorization to Negotiate ☐ Standardization ☒ Board Award

Attachments

☒ Request for Information ☐ Previous Approved Documentation
☒ Vendor Letter

² As per Florida Statute 287.057(3)(c), FLL projects valued ≥\$325,000 require 15 business day posting of intended sole source designation

Additional Information (e.g., Number, opening date, # of responses, Agency reviewed yes/no):

Request for Information (RFI) was posted on 12/20/2024 to determine if there was another vendor able to provide the commodity or service described. The RFI closed on 02/06/2025 with two vendors responses from TEI Group ("TEI") and Southwest Elevator LLC. Broward County Aviation Department (BCAD) reviewed the vendors responses and has provided an explanation for the conclusion that these companies are not able to provide modernization, replacement, maintenance and repair services for the escalators and elevators at FLL (Exhibit1).

Broward County has confirmed that Schindler would not sell to an outside party the equipment and software necessary for the Schindler Ahead electronic monitoring software system that is in use throughout FLL. The other responding firm would not be able to obtain Schindler Original Equipment Manufacturer (OEM) equipment and software and would not be able to monitor the Schindler Ahead electronic monitoring system. The addition of an alternate manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL.

Purchasing Agent recommends approval of the Only One Reasonable Source/Brand designation to Schindler, to provide modernization, replacement, maintenance and repair services for elevators and escalators installed at Terminal 1. All Schindler equipment in operation at Terminals 2, 3 and 4 are equipped with "Schindler Ahead", a proprietary remote monitoring system consisting of software and hardware that is not interchangeable with other systems and cannot be accessed by other vendors. Additionally, an alternate vendor would have to provide, install, and maintain Schindler OEM parts obtained at a higher price from Schindler versus the County's discounted pricing.

The Only One Reasonable Source/Brand designation will apply to future procurements that will include Schindler products and services in the following procurements and estimated amounts:

- T1 Schindler Elevator/Escalator Infrastructure: \$6,700,000 (Fixed)
- Elevator, escalator and moving Walk Maintenance and repair Services for FLL: \$60,000,000 (open-end agreement for potential of 10 years)

Total estimated value \$66,700,000 Only One Reasonable Source/Brand designation.

Purchasing Agent Signature:

Karlene Grant

Digitally signed by
Karlene Grant
Date: 2025.03.19
15:34:51 -04'00'

Reviewer Title:

Jeannette Ferrell

Digitally signed by
JEANNETTE FERRELL
Date: 2025.03.26
11:20:32 -04'00'

Reviewer Signature:

APPROVAL AUTHORITY



APPROVED



DISAPPROVED

REASON/SUGGESTED ACTION (IF DISAPPROVED):

Note - this will be a private solicitation (not Sourcwell "piggyback").

Title: Director of Purchasing

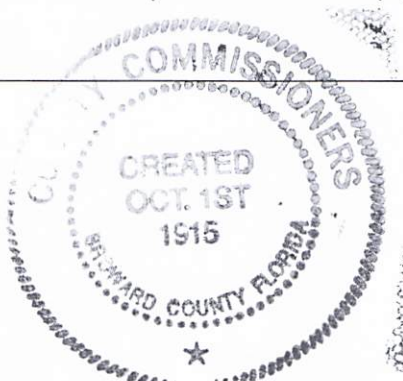
Title: County Administrator

Last Revised: 10/17/23

Signature:

Constance Mangan,
Asst. Director, on
behalf of

Digitally signed by Constance
Mangan, Asst. Director, on behalf
of
Date: 2025.04.08 14:34:46 -04'00'



[Handwritten Signature]

Schindler Elevator Corporation



October 25, 2024

Norman Schwartz
Expansion Project Administrator
Broward County Aviation Department – Airport Development
320 Terminal Drive / Suite 200
Fort Lauderdale, FL 33315
RE: Soul Source Provider – Schindler Ahead (Monitoring Control System) – Elevators and Escalators

To Mr. Schwartz;

Schindler Elevator is the Sole Source Provider for all equipment, software, and system support associated with all vertical transportation currently installed at the Fort Lauderdale-Hollywood International Airport (FLL). The "**Schindler Ahead**" monitoring system at FLL is a proprietary system comprised of software and electronic hardware developed and manufactured by Schindler Elevator corporation. As such all components of the system and related to "Schindler Ahead" as well and as any installation, service, and labor required to implement such components, are only available for purchase through Schindler Elevator Corporation.

The importance of Schindler Ahead is to closely monitor all the elevators and escalators on site and to optimize the uptime of all equipment as we understand the continuous usage these units receive due to the vast amount of the general public along with BCAD employees who ride them on a daily basis. This "**Schindler Ahead**" proprietary safety monitoring can only be used and maintained to their full ability on Schindler units. The new upgraded units will come equipped with this capability and will help provide continuous monitoring and upkeep of the elevators.

Please contact me with any question related to this.

Sincerely,
Schindler Elevator Corporation

A handwritten signature in cursive script that reads 'Anthony Mazzola'.

Anthony Mazzola
Modernization Sales Representative

PNC2129612F1 - Request For Information (RFI) - Escalator & Elevator Replacement and Maintenance

BPRO Electronic Procurement System [Back to list](#)



Project Details

Project: Request For Information (RFI) - Escalator & Elevator Replacement and Maintenance

Ref. #: PNC2129612F1

Department: FASD - Purchasing

Type: RFI

Status:

Open Date: Dec 20th 2024, 9:00 AM EST

Questions Due Date: Never

Contact Information: Yohanna de Francisco (Primary), Nancy Olesen (Alternate), Ydefrancisco@broward.org
Nolesen@broward.org

Close Date: Feb 6th 2025, 5:00 PM EST

Days Left: Submissions are now closed

Contract Duration:
Not Applicable (RFQ/RFI)

Contract Renewal:
Not Applicable (RFQ/RFI)

Bid Validity:
Not Applicable; RFI

Bonding Required:
No

Total Amount of Pass-Thru Allowance (Initial Term or Fixed):
0

OESBD Designation Goal Participation Type:
No Goal

Goal Assigned Percentage (0 if No Goal):
0

Project Description:
Request for Information: Escalator & Elevator Replacement and maintenance services at Fort Lauderdale-Hollywood International Airport (FLL).

Notice of Intent to Designate One Reasonable Source:

This Request for Information (RFI) (Notice of Intent to Designate One Reasonable Source) is to determine if the specified commodity or service is available from multiple providers, or if an alternate commodity or service is available that would meet the County's needs. This is not a request for pricing or a purchase commitment.

February 2025							prev	next
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
26	27	28	29	30	31	1		
OPEN								
2	3	4	5	6	7	8		
OPEN								
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	1		

The following commodity or service is thought to be available from only a sole source (or reasonable source) and is the only commodity/services that meets the County's needs:

Schindler Elevator Corporation

Services Required: Modernization, replacement, maintenance and repair services for elevators and escalators at FLL.

The Broward County Aviation Department seeks information on modernizing elevators and escalators installed at the Fort Lauderdale Hollywood International Airport (FLL). Currently there are 148 pieces of vertical and horizontal people mover equipment installed at FLL of which 84% are manufactured by Schindler Elevator Corporation (Schindler). Parts specific to all equipment are Schindler Original Equipment Manufacturer (OEM) parts. All Schindler equipment at FLL is equipped with "Schindler Ahead", a proprietary electronic monitoring system which is not interchangeable with any other system.

This RFI will remain posted until closing date and time.

Prospective Vendors are requested to provide information regarding their ability to provide the commodity or service described or written explanation or other documentation contesting the proposed RFI designation.

If you are capable of meeting or exceeding the County's requirements for the specified commodity or service, respond to this RFI through the electronic bidding system. Vendor should upload any supporting information in the electronic bidding system as part of its response to assist the County in determining if commodity or service is comparable, is available from multiple suppliers, and meets the County's needs. The Director of Purchasing shall have sole authority in deciding what is comparable.

The Director of Purchasing shall consider such submittals and notify all submitting vendors (thru the electronic bidding system) of the decision whether to designate as a Sole Source/Brand, which decision shall not be subject to objection, protest, or appeal.

Important Events:

Search					
Status	Event Name	Location	Description	Dates	Mandatory
ONGOING	Questions Due Date	Online Portal	The Q and A Period for this Opportunity is Ongoing	Never	N/A
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Dec 20th 2024, 9:00 AM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Feb 6th 2025, 5:00 PM EST	N/A

Commodity Codes:

NIGP 11018 **Conveyor and Elevator: Canvas and Duck**
NIGP 11022 **Conveyor and Elevator: Neoprene, Plastic, and Rubber**
NIGP 29548 **Monitors, Elevator and Escalator**
NIGP 91013 **Elevator Installation, Maintenance, Repair and Inspection Services**
NIGP 91839 **Elevator, Escalator, Moving Walks Consulting**
NIGP 1102249 **BELTS, CONVEYOR AND ELEVATOR, NEOPRENE**
NIGP 1102250 **BELTS, CONVEYOR AND ELEVATOR, RUBBER**
NIGP 2957098 **PARTS AND ACCESSORIES, ELEVATOR**
NIGP 9101317 **MAINTENANCE, REPAIR AND INSPECTION SERVICES, ELEVATOR**

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement
Vendor's RFI Response	File Type: Any (.*)	Multiple	REQUIRED

Document Takers

Search

Vendors

Files

Actions

No data available in table

Interested Contractors

Prime/General Contractors

Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
Southwest Elevator - SW Elevator, LLC	Brooke Cavinder	bcavinder@southwestelevator.com	6027705787	Elevator & Escalator Maintenance, Upgrades, Repair, Modernization, New Construction,
TEI Group	Danny Benoit	dbenoit@teigroup.com	3522064033	Elevator & Escalator Maintenance, Service, Repair, Modernization, Construction, New Installation, Engineering

Messages

Public Notices (0)

Vendor Discussions (0)

Public Q&A (0)

There is currently nothing to display here.

Create a new Public Notice

 Submissions and Prime/Subcontractor Interest

This project is not open for proposal submissions at this time.

TEI GROUP SOUTHEAST

A PROUD & TRUSTED PARTNER WITH
SOURCEWELL COOPERATIVE

TEI

Sourcewell 

**DEDICATED
ELEVATOR
SOLUTIONS**

ABOUT US WHO WE ARE

TEI Group Southeast emerged in response to shortcomings observed within major OEM elevator companies, highlighting the necessity for a robust independent provider with a strong union labor force to make a significant impact in the expanding Florida market. TEI is a compact yet powerful entity, fortified by the support of a larger enterprise. Our philosophy revolves around our belief that the elevator business should be characterized by simplicity, transparency and fair pricing.

SETTING A NEW STANDARD

- We empower customers to tailor their own maintenance agreements according to their needs
- IEUC Mechanics with best-in-class labor rates.
- By design, TEI minimizes the workload on our technicians, guaranteeing top-notch maintenance
- Freedom of choice; friendly contract terms that don't lock you in and are built off real customer survey data
- Quick turn-around times on projects and services, meeting tight deadlines with speed & precision
- Lets sit down and review in person!



REPAIR



MODERNIZATION



CONSTRUCTION

Redefine your vertical transportation experience with our all-in-one elevator solutions! From service and repairs to modernization and new construction, we've got you covered. Enjoy unbeatable pricing, lightning-fast lead times, and a hassle-free experience every step of the way. Elevate your expectations and choose simplicity – partner with us for elevator excellence!

9636 Currie Davis Dr.
Tampa, FL 33619

1-800-834-0683
WWW.TEIGROUP.COM



Our Story

TEI emerged in response to the shortcomings observed within major OEM elevator companies, highlighting the necessity for a robust independent provider with a strong union labor force to make a significant impact in the market.

Our Core Values are:

SAFETY > *Is the basis of all products and services provided by TEI Group.*

INTEGRITY > *Is the foundational tenet by which all TEI Group employees conduct business.*

QUALITY > *Is the result of everything in which TEI Group is engaged.*

Our philosophy revolves around the belief that the elevator business should be characterized by simplicity, transparency, and fair pricing. If a client's current experience overseeing an elevator/escalator program feels anything but straightforward, transparent, or reasonably priced, we understand the need for a transformative solution.

The evolving landscape of the industry, marked by challenges in parts procurement, inflation, and shifts in corporate structures, has given rise to a disconnect between personal values and corporate objectives. The once vibrant passion of industry professionals has waned, leading to conflicts and frustration for clients. Elevators, in essence, should be simple—they ascend and descend. Similarly, elevator companies should operate on straightforward terms, communicating openly, providing services at fair prices, and supporting employees with an excess of resources that ultimately adds value to the customer.

Introducing the long-awaited partnership between TEI and Sourcewell, aimed at providing participants with a wider array of vendor options. This Request for Proposal (RFP) is presented by an individual with firsthand experience in promoting the benefits of the Sourcewell agreement, who is eager to leverage this tool to survey the market. Several current Sourcewell members have expressed interest in utilizing the cooperative agreement, and TEI is highly confident in its ability to rapidly expand the maintenance base by transitioning existing members to TEI (offering a 4% fee) and by attracting new members to Sourcewell, enabling them to explore the advantages and procure from various suppliers.

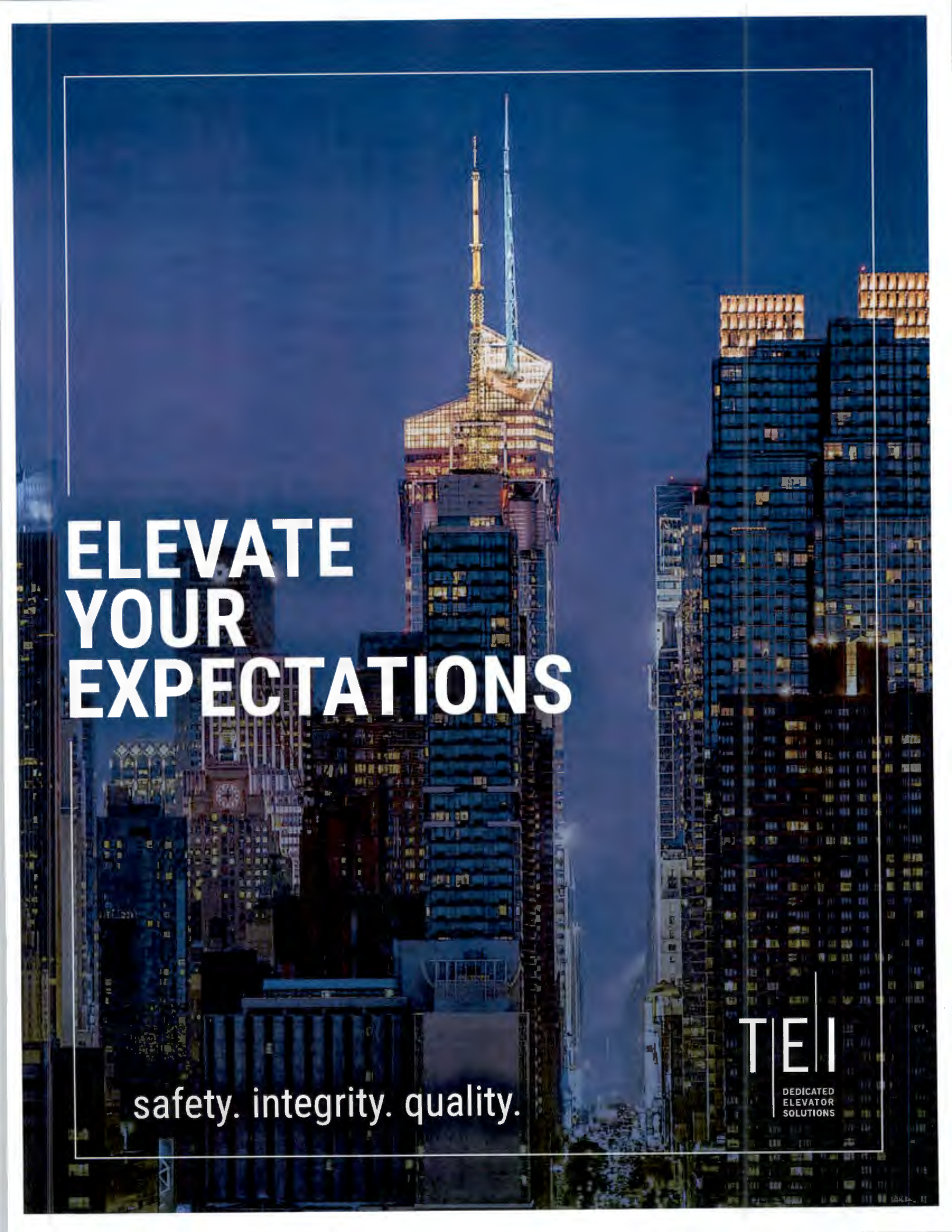


TEI offers a distinctive approach to the Sourcewell 'Elevator & Escalator' market for several reasons. We provide open-source modernization and installation products from independent manufacturers across the US, delivering true value and opportunities to participants who may have previously felt constrained to stick with a specific service provider just because that provider manufactured their equipment. This approach can be likened to choosing a generic brand over a name brand – the generic brand is more cost-effective but contains the same quality ingredients. Similarly, it's akin to opting for a standard American-made car over a foreign car, where the former can be serviced by any local shop while the latter may require specialized service at the brand dealership due to unique tools or software, potentially limiting the owner's options.

Furthermore, when evaluating RFP submissions, you may come across vendors who mention "regular and systematic visits," which may lack clarity and transparency. Some may highlight "remote monitoring" or special technology to hide from physical maintenance and defer service, as the unit appears operational, potentially resulting in a technician's route having no limit to the number of units serviced by one technician.

With TEI's proposal, clients will receive detailed information and transparency, allowing them to make informed decisions based on their specific needs. We aim to provide clients with a clear understanding of the value they are receiving, empowering them to choose based on what best suits their building requirements.

TEI has identified the necessity for a fresh approach and is dedicated to prioritizing customers and employees alike. Our strength lies in a united team with shared values and a steadfast commitment to enhancing the customer experience. TEI is prepared to establish a partnership founded on trust, simplicity, and a dedication to your satisfaction.



ELEVATE YOUR EXPECTATIONS

safety. integrity. quality.

TEI

DEDICATED
ELEVATOR
SOLUTIONS



OUR DNA DEFINES US

For over 30 years, TEI Group has continued to evolve from its roots as a small elevator maintenance company to become **one of the largest independently owned** vertical transportation company offering a comprehensive suite of construction, modernization, maintenance, and repair services.

In fact, TEI leadership started their careers as elevator mechanics, building on their hands-on experience to provide multiple generations of customers with **unprecedented safety, integrity, and quality service.**

Our achieved growth is equally driven by a corporate culture focused on superior customer relationships, rewarding TEI with a **98% customer retention rate.** Simply put, our customers are like family – all treated with the highest degrees of honesty, urgency, and attention.

By keeping our customers' vertical transportation systems safe and always moving, our experienced **team of over 300 highly trained professionals** keep property managers and their building occupants happy and safe, further enhancing the valuation and profitability of the facilities under our care.

This is our DNA.



**SAFETY,
INTEGRITY,
AND QUALITY**

**CERTIFIED BY
GREAT PLACES
TO WORK™**

**AVERAGE
SERVICE TENURE
17+ YEARS**



THE SERVICE YOU WANT, THE SUPPORT YOU NEED

TEI Group offers a comprehensive suite of vertical transportation services including **new construction, modernization, repair, and maintenance** for the commercial, large residential, retail, and institutional markets.

Our client roster reads like the “who’s who” of real-estate developers, property management companies, and property owners who **entrust TEI Group with their most valued assets and occupants.**



And it's not just our breadth of services that continue to attract new high-profile clients and keep them on board for years, it's our **extreme levels of customer service**. We treat clients the way they want and expect to be treated – like family.

Which means **safety comes first!** All our work is overseen by **nationally recognized safety experts** who design and manage our incomparable safety programs and comprehensive services to provide the safest vertical transportation solutions possible, protecting our customers and our workforce.

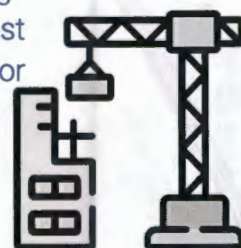


SERVICES OVERVIEW

Whether you're looking to modernize or maintain an existing system, or to install a new one, TEI Group has the experience, expertise, and commitment required to exceed your expectations.

NEW CONSTRUCTION

TEI Group has been installing elevators for over two decades and discerning developers frequently consult with the TEI Group to help them select the best solutions for their needs. Whether you need a three-stop hydraulic elevator or vertical transportation system for a 60-story skyscraper, TEI Group has the design and installation experience you want and need. In fact, TEI is the only independent elevator company with capability to install elevators in buildings taller than 50 stories. And TEI Group has the experience and technical capabilities to deliver "green" technology solutions, including MRL systems and the latest PMAC technology.



MODERNIZATION



TEI Group can help you increase up-time performance, improve passenger delivery efficiency, and migrate to a "green" vertical transportation solution. We'll replace your existing system with one that meets today's rigid safety standards, reduces your building's carbon footprint, makes your regular maintenance more economical, and improves the overall occupant experience. Modernizing your elevators is often the more economical option when considering large-scale repairs late in the elevator life cycle.

MAINTENANCE & REPAIR



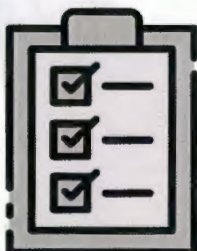
All TEI Group maintenance mechanics hold Department of Buildings Elevator Inspector licenses, a testimony to the dedication and commitment of TEI's workforce. No other elevator company has made DOB licensure a fixed requirement for their field service mechanics. When problems arise with an elevator's heavy equipment you can rest assured that repairs are being made to the highest standards, by the safest means possible.

TESTING

TEI Group requires all of its service technicians to take the Elevator Inspector licensing examination, providing you with the peace of mind that no matter which mechanic is servicing your equipment, they're prepared. No other elevator company in the industry approaches this level of compliance.



VIOLATIONS



TEI Group's violations team tracks and coordinates all mandatory testing with our clients and their third-party witnesses. They also are charged with making sure deficiencies are resolved on-time, and that the requisite Affirmation of Corrections is filed with the AHJ. Our violations team has the knowledge and expertise to cure all types of issued elevator violations while keeping our clients up to date throughout the entire process. Afterwards, TEI will work to confirm that the violation has been permanently resolved. When possible, TEI Group will even negotiate to help reduce or eliminate customer fines and/or penalties.

A FEW IMPORTANT FACTS

- ▶ TEI Group employs only the most seasoned elevator professionals with an average tenure of 17 years industry experience.
- ▶ TEI Group employs a **nationally recognized** Senior Vice President of Environmental Health and Safety who develops and oversees all training programs.

▶
TEI Group technicians...

- all belong to **International Union of Elevator Constructors**.
- are on duty **24/7/365** with a local home base to speed arrival to job sites.
- receive a minimum of **24 hours of classroom safety training and 52 weekly field training sessions**.
- are **audited twice a year** while on job sites.
- **manage a maximum of 120 elevators and escalators each**.

▶
TEI Group maintains small technician routes and geographic areas to **ensure a rapid response** and reduce unit downtime.

▶
TEI has a **full-time adjuster** assigned to each service area to assist with complicated projects.

▶
TEI Group's Violations department is dedicated to identifying and remediating code violations to **keep customers compliant**.

▶
TEI has the only **dedicated testing team** to perform mandatory testing of automated conveyance systems.

▶
TEI Group boasts an impressive **98% customer retention rate**.

▶
TEI Group has **partnered with industry leading equipment manufacturer ATAL** to offer customers more resources, services, and flexibility.

WHY TEI GROUP?

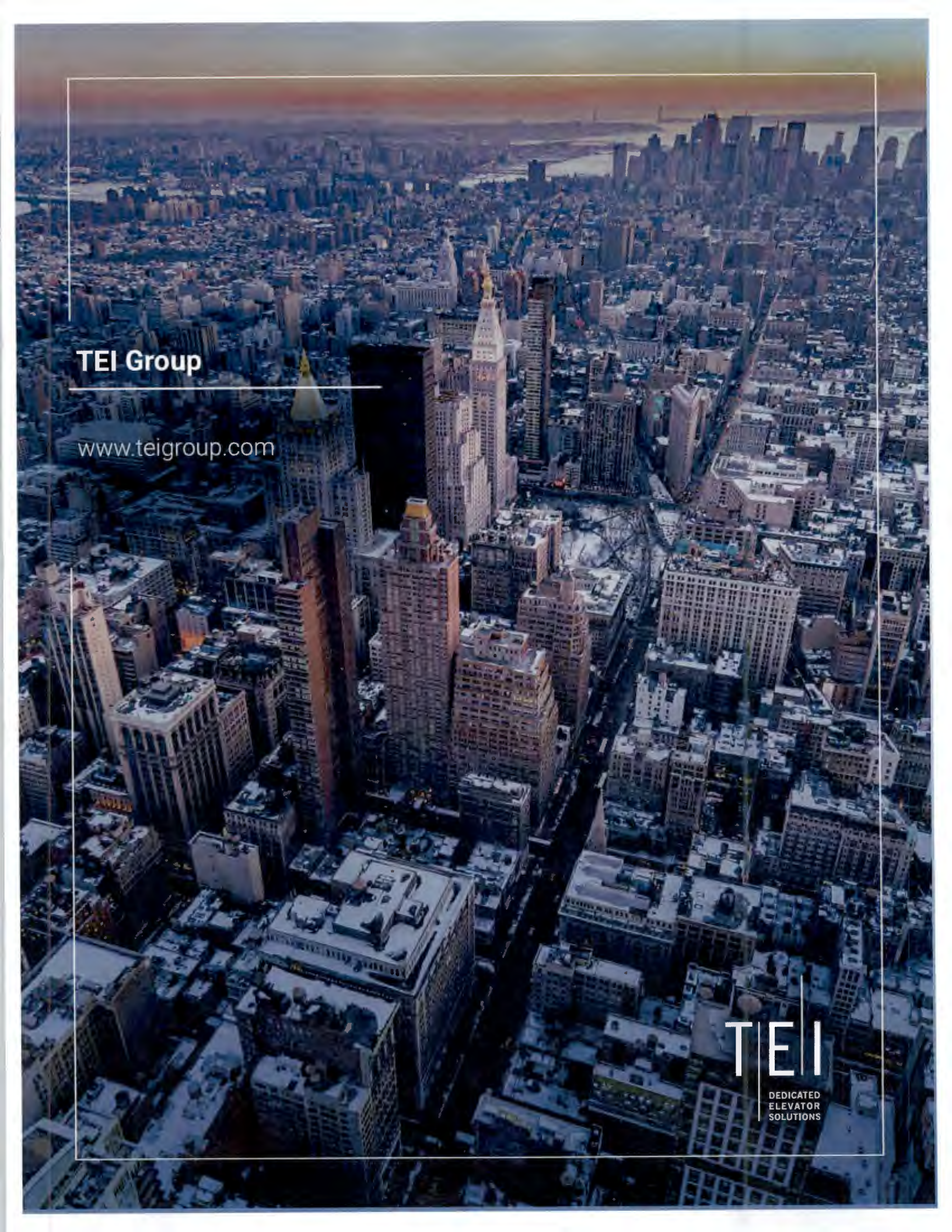
TEI Group employs the largest workforce of fully licensed and highly trained mechanics to service your equipment, minimize downtime, and resolve issues as soon as they arise.

Our in-house design team is available to work with you to solve the most difficult challenges in transportation, and our nationally recognized safety personnel will ensure your elevators are serviced to the highest standards.

No other vertical transportation company offers this level of safety, integrity, and quality. That translates to safe and secure equipment, enhanced property value, and delighted occupants.

Aside from being one of the largest independently owned and operated vertical transportation companies in the U.S., TEI Group is also one of the most highly respected. Just ask our customers – most of whom have entrusted us with their vertical transportation systems for many years. Hear from them firsthand how we've made a difference, and how we can do the same for you. Let's get the conversation started...



An aerial photograph of a dense urban skyline, likely New York City, taken from a high vantage point. The image shows a vast expanse of skyscrapers and buildings, with the sun setting in the background, casting a warm, orange glow over the scene. The sky is a mix of orange, pink, and blue. The city's layout is visible, with streets and blocks clearly defined. The overall atmosphere is one of a bustling, modern metropolis.

TEI Group

www.teigroup.com

TEI

DEDICATED
ELEVATOR
SOLUTIONS



TEI

DEDICATED
ELEVATOR
SOLUTIONS

A2 & ST Series

ESCALATORS & MOVING WALKWAYS

MOVING MILLIONS OF
PEOPLE EVERY DAY

ESCALATORS FOR ALL YOUR NEEDS

CONTENTS

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- 4 Engineered by Anlev
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Engineered for comfort, safety and energy efficiency, Anlev escalators provide truly reliable and efficient transport systems that represent a new level of ride comfort for passengers worldwide.

Together with a comprehensive range of quality lifts, these modern escalators will form integrated vertical transport systems that will enhance both the appearance and operation of any building or infra-structural development.



Eixample Station, Spain



Birmingham New Street, UK



Sainsbury's, London, UK



Melbourne Airport, Australia



ENGINEERED
BY ANLEV

Dedication and professionalism

Anlev is a highly specialised company dedicated solely to the design and manufacture of lifts, escalators and moving walkway systems. It is this specialisation that has honed our expertise in the field, and allowed us to focus on our aim of providing the highest quality of product and service to our clients.

Design, material control and production at Anlev are all executed with the aid of our highly advanced computer-aided design and manufacturing systems, exclusively developed by Anlev to ensure rapid response times in design and manufacture.

The Anlev design team consists of highly skilled and experienced engineers, supported by an experienced and dedicated workforce who take exceptional pride in their product and work. These resources maintain Anlev's position at the forefront of technology and innovation in escalator systems.

Built-in quality

The manufacturing process at Anlev is based on our understanding that the quality of a product is only as good as the materials and components from which it is made. As such, we use only the highest quality materials and components, which comply with relevant manufacturing standards and are subject to

continuous and highly stringent incoming inspection procedures. This philosophy ensures that quality is automatically built into each Anlev escalator from start to finish of manufacture.

Total support service

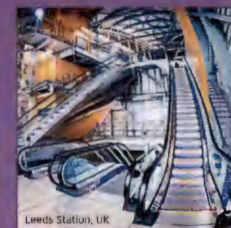
Anlev demands the same quality and attention to detail in after sales care from its partners worldwide as Anlev itself puts into design and manufacture. Anlev's partners are all trained at our factories, and only after they have satisfied Anlev's stringent technical, commercial requirements and all local regulatory criteria are they allowed to represent Anlev's total support service.

Anlev has distributors in most Asian, European, Middle Eastern countries and Australia. We also have associated companies in USA, United Kingdom, Hong Kong SAR and Mainland China. It is this level of quality, innovation and service that makes Anlev truly a dependable partner.

Exceptional performance

By designing on the principles of minimal friction, vibration and noise, the A2 family escalators and ST series moving walkways offer not only superbly smooth and quiet rides, but also enjoy minimal wear and fatigue, high efficiency and offer exceptional durability and minimal maintenance requirements.

ENGINEERED FOR ENVIRONMENT



Leeds Station, UK



Park House, New York



Apple Store West, Parkview, USA



Walmart, Canada

Our escalators and moving walkways are designed for efficient operation. In addition to the regenerative drive and efficient worm gear drive, numerous options are available to enhance the energy efficiency. All of our products are certified by ISO 9001 and 14001.

- High efficiency helical gear drive
- Motor energy control
- VVVF control
- Auto start/stop control
- Lubrication free stepchain

Prolonged lifetime for reduced carbon footprint

Lower life-cycle costs

Energy-saving solutions

ENGINEERED FOR EVERYWHERE

Anlev A2 family of escalators are designed and manufactured to cover all commercial, industrial and public transport applications.

With a wide range of finishes and materials available for each type, the A2 family is providing a flexible selection of escalator arrangements that will match and enhance any setting, interior or exterior.

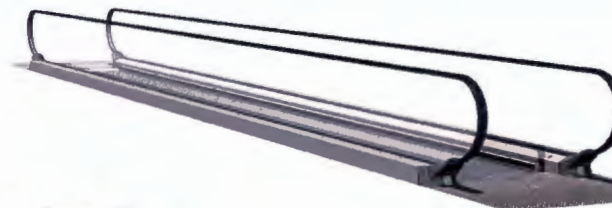
Anlev A2 family escalators are available in two types: A2C Standard and A2T Heavy Duty.



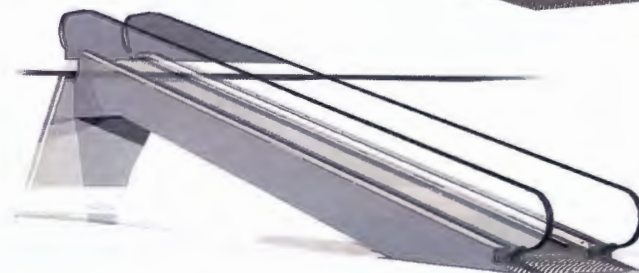
A2C - Glass panel balustrade, natural anodized aluminum handrail guide frame with optional lighting.



A2T - Stainless steel panel balustrade. The robust construction makes it best suited for the public transport systems.



ST - Horizontal



ST - Inclined

TECHNICAL SPECIFICATIONS OVERVIEW

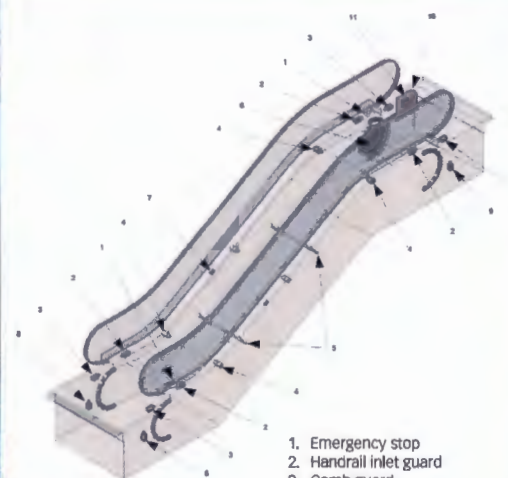
Parameters	A2C / A2T	
Rise	1100 - 16000 mm	3' 7 5/16" - 52' 6"
Inclination		13° - 35°
Speed	0.5 m/s (0.75 m/s max.)	100 fpm (150 fpm max.)
Step width	600 mm, 800 mm, 1000 mm	24", 32", 40"
Intermediate support	Required for rise > 6m	Required for rise > 19' 8 1/4"
Flat step		2 / 3 / 4
Balustrade type	Glass / Stainless steel	
Balustrade height	900 mm, 1000 mm, 1100 mm	2' 11 7/16", 3' 3 3/8", 3' 7 5/16"
Environment	Indoor / Semi-outdoor / Outdoor	

TECHNICAL SPECIFICATIONS OVERVIEW

Parameters	ST							
Step width	800 mm	1000 mm	1200 mm	1400 mm	32"	40"	48"	56"
Inclination	0 - 6° / 10° - 12°		0 - 6°		0 - 6° / 10° - 12°		0 - 6°	
Speed	0.5 m/s (0.75 m/s max.)				100 fpm (150 fpm max.)			

ENGINEERED
FOR SAFETY

Anlev's escalator products
have been certified by major
international standards and
are used around the world.



1. Emergency stop
2. Handrail inlet guard
3. Comb guard
4. Skirt guard
5. Step sag monitor
6. Non-reversing device
7. Handrail breaking monitor
8. Step chain breaking monitor
9. Drive chain breaking monitor
10. Control circuit breaker
11. Motor monitor

"In truss modernisation" solution

Eliminates the hoisting and transportation problems of bulky equipment, especially the safety concern, in an existing and operating shopping mall.

No building structural change, minimises disruption to the building and tenants during replacement works as they can remain in operation.

Without the disruption of removing the truss and replacing or upgrading the components, this upgrade provides a cost-saving and less complex solution.



Tsim Sha Tsui, Hong Kong & Yung Kiang

UV Light Sterile

Continuous sterilisation on escalator handrails utilises UV-C LED mature technologies to kill germs, bacteria and viruses. It could be applied to all crowded sites to reduce bacteria count on escalator.

UV-C LED disinfects the handrails effectively in an environmentally friendly way and leaves no harmful chemical residue.



Step up to ensure your safety

The auxiliary brake in an escalator is an important safety device to stop the escalator in case of an emergency or malfunction. It acts as a backup system when the main drive chain fails.

When the drive chain of the escalator falls off or breaks accidentally, the auxiliary brake engages automatically to carry out emergency braking to stop the escalator immediately. Likewise, once overspeed or running in reversed direction is detected, the auxiliary brake will activate and prevent any further accidents.

In Anlev's design, there are multiple ratchet teeth on the auxiliary brake. Comparing to traditional designs which consist of 4 or 8 ratchet teeth, we have quadrupled the ratchet teeth. When an emergency is detected, our auxiliary brake responds faster, minimising the escalator's travel distance before coming to a complete stop. This not only ensures passengers' safety, but also results in smoother stop in emergencies.

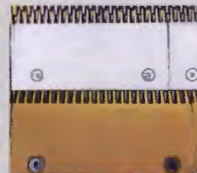


ENGINEERED BY CHOICE

STEP



COMB



SKIRTING



SKIRT BRUSH



SKIRT LIGHTING



HANDRAIL LIGHTING



BALUSTRADE PANEL



STEP CHAIN ROLLER



70mm inside roller



80mm inside roller



100mm outside roller

SKIRT LIGHT



COMB LIGHT



HANDRAIL

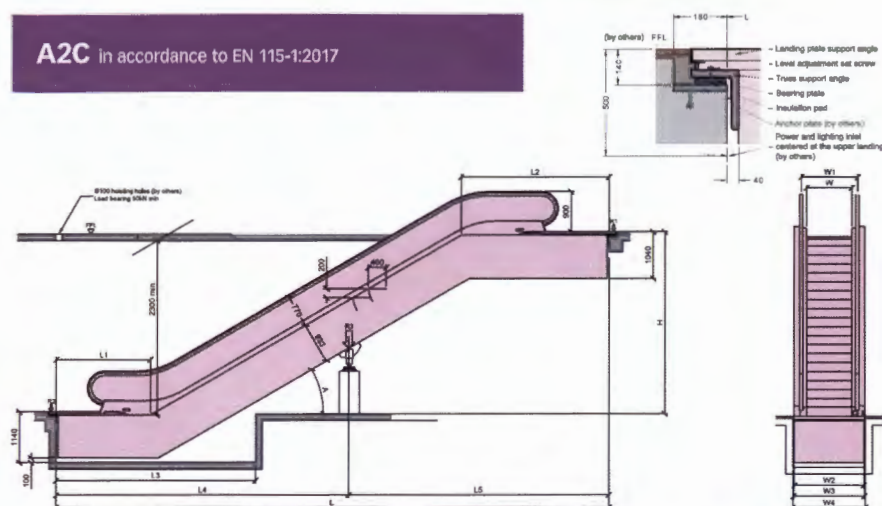


EMERGENCY STOP BUTTON



ENGINEERING DATA

A2C in accordance to EN 115-1:2017



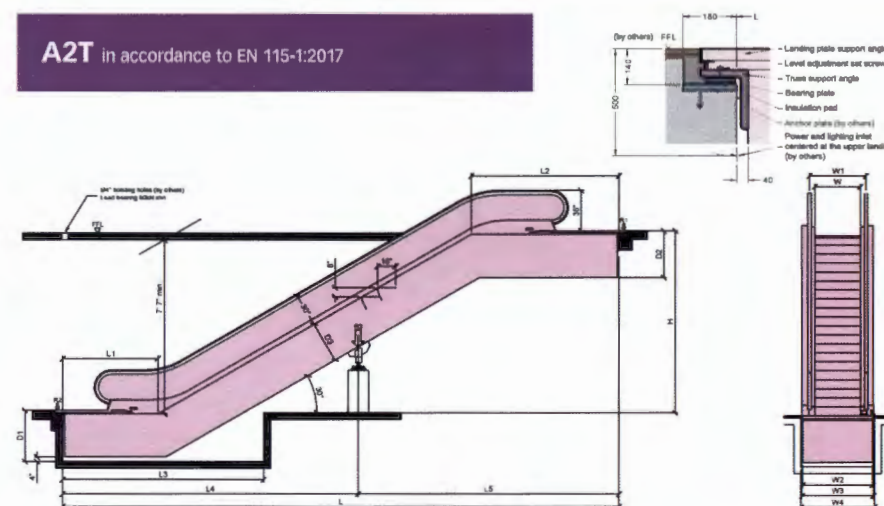
Model	A2C-30D	A2C-30T	A2C-35D	A2C-35T
Angle - A	30	30	35	35
Flat step	2	3	2	3
Rise - H	1100-16000	1100-16000	1250-16000	1250-16000
L	1,732H + 4765	1,732H + 5745	1,428H + 4905	1,428H + 5885
L1	2006	2496	2115	2605
L2	2759	3249	2790	3280
L3	4080	4570	3910	4400

Step width - W		A2C-30D	A2C-30T	A2C-35D	A2C-35T
600	R1 (kN)		0.0041L5 + 15,5		
	R2 (kN)		0.0041L4 + 7.8		
	R3 (kN)		0.0042L5 + 9.5		
800	R1 (kN)		0.0045L5 + 16,1		
	R2 (kN)		0.0045L4 + 7.8		
	R3 (kN)		0.0045L5 + 10,5		
1000	R1 (kN)		0.005L5 + 17,5		
	R2 (kN)		0.005L4 + 8.5		
	R3 (kN)		0.0052L5 + 11,5		

Step width - W	600	800	1000
W1	835	1035	1235
W2	1192	1392	1592
W3	1160	1360	1560
W4	1240	1440	1640

Note : * 1) All dimensions in mm. * 2) If $H > 6000$, an intermediate support may be required, please consult Anlev. * 3) Additional space would be required for VVVF.

A2T in accordance to EN 115-1:2017



Model	A2T-30T/82	A2T-30T/102
Angle - A	30	30
Flat step	3	3
Rise - H	1100-16000	1100-16000
L	1.732H + 5745	1.732H + 8046
L1	2496	3346
L2	3249	4700
L3	4818	6200
D1	1105	1270
D2	1220	1420
D3	1045	1100

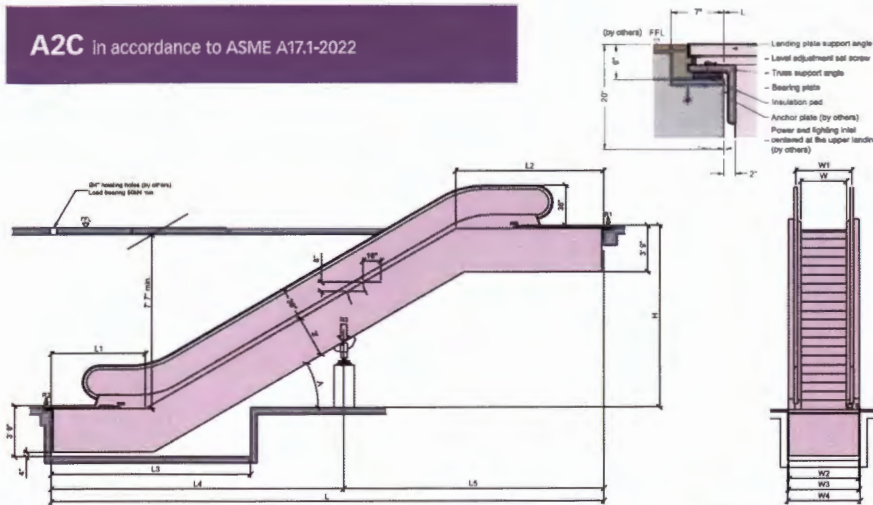
Step width - W		A2T-30T/82	A2T-30T/102
600	R1 (kN)	0.0041L5 + 15.5	0.0041L5 + 38
	R2 (kN)	0.0041L4 + 7.8	0.0041L4 + 26
	R3 (kN)	0.00425L + 9.5	0.00425L + 37
800	R1 (kN)	0.0045L5 + 16.1	0.0045L5 + 40
	R2 (kN)	0.0045L4 + 7.8	0.0045L4 + 27
	R3 (kN)	0.0045L + 10.5	0.0045L + 39
1000	R1 (kN)	0.005L5 + 17.5	0.005L5 + 42.5
	R2 (kN)	0.005L4 + 8.5	0.005L4 + 28.5
	R3 (kN)	0.0052L + 11.5	0.0052L + 41.5

	A2T-30T/82			A2T-30T/102		
Step width - W	600	800	1000	600	800	1000
W1	860	1060	1260	923	1123	1323
W2	1242	1442	1642	1300	1500	1700
W3	1160	1360	1560	1260	1460	1660
W4	1240	1440	1640	1340	1540	1740

Note : * 1) All dimensions in mm. * 2) If H > 6000, an intermediate support may be required, please consult Anlex. * 3) Additional space would be required for VVVF.

ENGINEERING DATA

A2C in accordance to ASME A17.1-2022



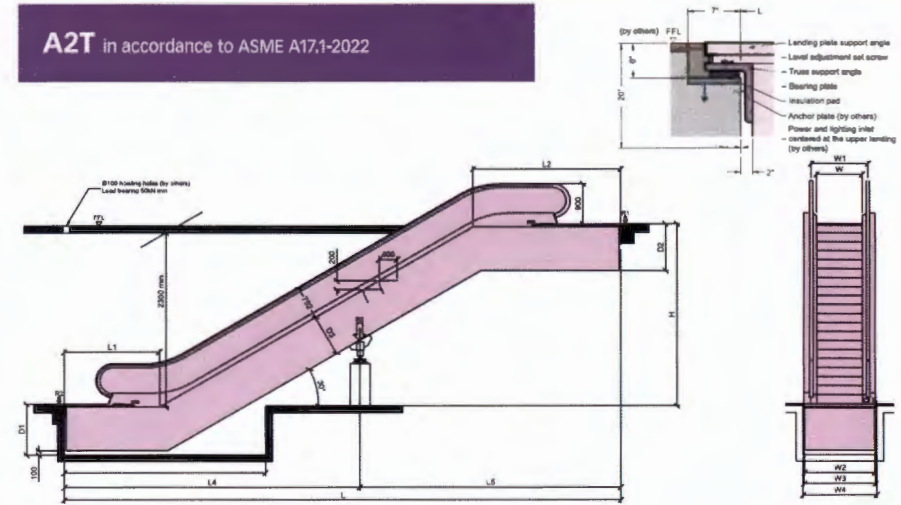
Model	A2C-30D	A2C-30T
Angle - A	30	30
Flat step	2	3
Rise - H	3' 7 5/16" - 52' 5 15/16"	3' 7 5/16" - 52' 5 15/16"
L	1,732H + 15' 5/8"	1,732H + 18' 3/16"
L1	6' 7"	8' 2 1/4"
L2	9' 5/8"	10' 7 15/16"
L3	13' 4 5/8"	14' 11 15/16"

Step width - W	A2C-30D	A2C-30T
24"	R1 (lbf) 280,94L5 + 3485 R2 (lbf) 280,94L4 + 1754 R3 (lbf) 291,22L + 2136	R1 (lbf) 308,35L5 + 3620 R2 (lbf) 308,35L4 + 1754 R3 (lbf) 308,35L1 + 2361
32"	R1 (lbf) 342,61L5 + 3934 R2 (lbf) 370L4 + 1911 R3 (lbf) 356,32L + 2585	R1 (lbf) 308,35L5 + 3620 R2 (lbf) 308,35L4 + 1754 R3 (lbf) 308,35L1 + 2361
40"	R1 (lbf) 342,61L5 + 3934 R2 (lbf) 370L4 + 1911 R3 (lbf) 356,32L + 2585	R1 (lbf) 308,35L5 + 3620 R2 (lbf) 308,35L4 + 1754 R3 (lbf) 308,35L1 + 2361

Step width - W	24"	32"	40"
W1	2' 8 7/8"	3' 4 3/4"	4' 5/8"
W2	3' 10 15/16"	4' 6 13/16"	5' 2 11/16"
W3	3' 9 11/16"	4' 5 9/16"	5' 1 7/16"
W4	4' 13/16"	4' 8 11/16"	5' 4 9/16"

Note: * 1) Intermediate support may be required, please consult your local Anviex representative. * 2) For seismic zone, please consult Anviex. * 3) Additional space would be required for WWF.

A2T in accordance to ASME A17.1-2022



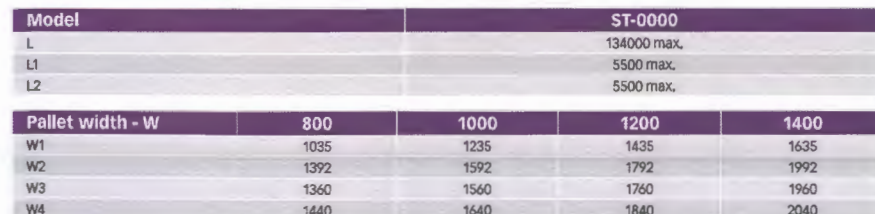
Model	A2T-30T/82	A2T-30T/102
Angle - A	30	30
Flat step	3	3
Rise - H	3' 7 5/16" - 52' 5 15/16"	3' 7 5/16" - 52' 5 15/16"
L	1,732H + 18' 10 3/16"	1,732H + 26' 4 3/4"
L1	8' 2 1/4"	10' 11 3/4"
L2	10' 7 15/16"	15' 5 1/16"
L3	15' 9 11/16"	20' 4 1/8"
D1	3' 7 1/2"	4' 2"
D2	4' 1/16"	4' 7 7/8"
D3	3' 5 1/8"	3' 7 5/16"

Step width - W	A2T-30T/82	A2T-30T/102
24"	R1 (lbf) 280,94L5 + 3485 R2 (lbf) 280,94L4 + 1754 R3 (lbf) 291,22L + 2136	R1 (lbf) 280,94L5 + 8543 R2 (lbf) 280,94L4 + 5845 R3 (lbf) 291,22L + 8318
32"	R1 (lbf) 308,35L5 + 3620 R2 (lbf) 308,35L4 + 1754 R3 (lbf) 308,35L1 + 2361	R1 (lbf) 308,35L5 + 8993 R2 (lbf) 308,35L4 + 6070 R3 (lbf) 308,35L1 + 8768
40"	R1 (lbf) 342,61L5 + 3934 R2 (lbf) 370L4 + 1911 R3 (lbf) 356,32L + 2585	R1 (lbf) 342,61L5 + 9555 R2 (lbf) 370L4 + 6407 R3 (lbf) 356,32L + 9330

Step width - W	24"	32"	40"	24"	32"	40"
W1	2' 9 7/8"	3' 5 3/4"	4' 1 5/8"	3' 5/16"	3' 8 3/16"	4' 4 1/16"
W2	4' 7/8"	4' 8 3/4"	5' 4 5/8"	4' 3 3/16"	4' 11 1/16"	5' 6 15/16"
W3	3' 9 11/16"	4' 5 9/16"	5' 1 7/16"	4' 1 5/8"	4' 9 1/2"	5' 5 3/8"
W4	4' 13/16"	4' 8 11/16"	5' 4 9/16"	4' 4 3/4"	5' 5/8"	5' 8 1/2"

Note: * 1) Intermediate support may be required, please consult your local Anviex representative. * 2) For seismic zone, please consult Anviex. * 3) Additional space would be required for WWF.

ST - Horizontal in accordance to EN 115-1:2017



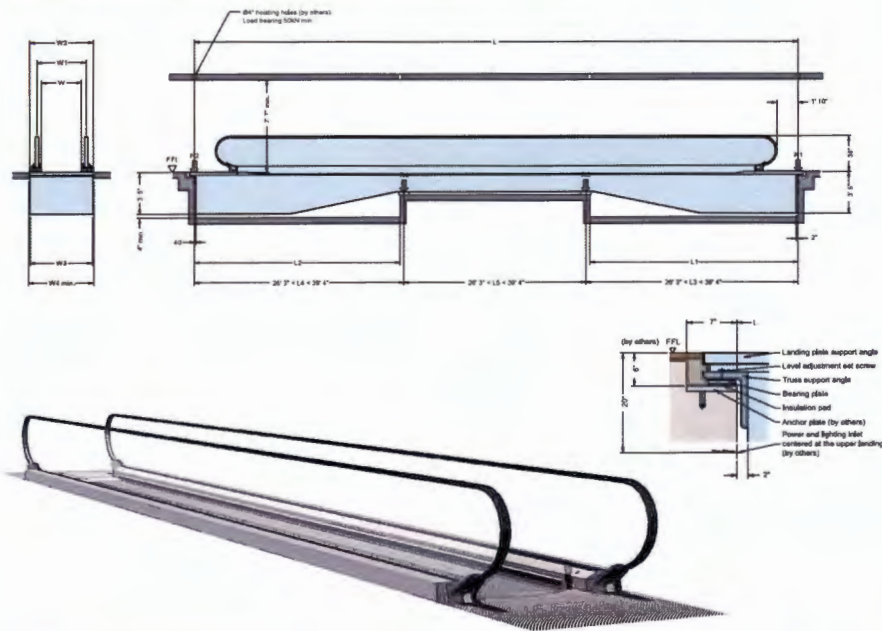
20 A2 & ST SERIES

Model	ST-1040	ST-1044	ST-1140	ST-1144	ST-1240	ST-1244
Angle - A	10°	10°	11°	11°	12°	12°
Rise - H	1500 - 10340					
L	5,6713H + 2951	5,6713H + 4436	5,1446H + 2977	5,1446H + 4488	4,7046H + 3003	4,7046H + 4541
L1	3934	3934	3790	3790	3672	3672
L2	5750	7260	5300	6830	4900	6480
Pallet Width - W		800		1000		
W1		1035		1235		
W2		1392		1592		
W3		1360		1560		
W4		1440		1640		

A2 & ST SERIES 21

ENGINEERING DATA

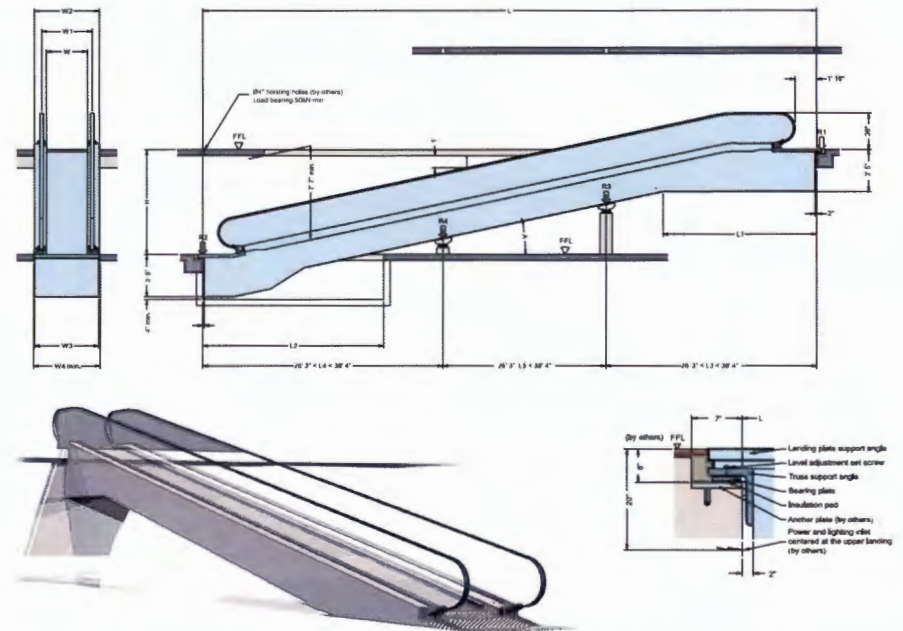
ST - Horizontal in accordance to ASME A17.1-2022



Model	ST-0000			
L	439' 8" max.			
L1	18' max.			
L2	18' max.			
Pallet width - W	36"	40"	48"	56"
W1	3' 4 3/4"	4' 5/8"	4' 8 1/2"	5' 4 3/8"
W2	4' 6 13/16"	5' 2 11/16"	5' 10 9/16"	6' 6 7/16"
W3	4' 5 9/16"	5' 1 7/16"	5' 9 5/16"	6' 5 3/16"
W4	4' 8 11/16"	5' 4 9/16"	6' 7/16"	6' 8 5/16"

Note : * 1) Intermediate support may be required, please consult Anlex. * 2) Additional space would be required for VVV.

ST - Inclined in accordance to ASME A17.1-2022



Model	ST-1040	ST-1044	ST-1140	ST-1144	ST-1240	ST-1244
Angle - A	10°	10°	11°	11°	12°	12°
Rise - H	4' 11" - 33' 11"					
L	5,6713H + 9' 8 3/16"	5,6713H + 14' 6 5/8"	5,1446H + 9' 9 3/16"	5,1446H + 14' 8 11/16"	4,7046H + 9' 10 1/4"	4,7046H + 14' 10 3/4"
L1	12' 10 7/8"	12' 10 7/8"	12' 5 3/16"	12' 5 3/16"	12' 9 1/16"	12' 9 1/16"
L2	18' 10 3/8"	23' 9 13/16"	17' 4 11/16"	22' 4 7/8"	16' 15/16"	21' 3 1/8"
Pallet width - W	36"			40"		
W1	3' 4 3/4"			4' 5/8"		
W2	4' 6 13/16"			5' 2 11/16"		
W3	4' 5 9/16"			5' 1 7/16"		
W4	4' 8 11/16"			5' 4 9/16"		

Note : * 1) Intermediate support may be required, please consult Anlex. * 2) Additional space would be required for VVV.

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Luckyn Lane, Basildon
Essex, SS14 3BZ, UK
Tel: +44 170 825 0800
Email: info@precisionlifts.co.uk

TEI Group (Associate in USA)

30-30 47th Ave #610
Long Island City, NY 11101, USA
Tel: +1 718-609-2600
Email: TEI4U@teigroup.com

TEI Group (Southeast Office)

(Associate in USA)
9836 Currie Davis Drive
Tampa, Florida 33619, USA
Tel: +1 718-609-2600
Email: TEI4U@teigroup.com

A member of
ATAL Engineering Group



Website



LinkedIn

www.anlev.com





Date: January 30, 2025

Re: FLL Airport- Southwest Elevator's Capabilities & Response to RFI

1. Ability to Provide the Required Services

Southwest Elevator is an independent union elevator company that specializes in **modernization, maintenance, new construction, and repair services** for all types of elevators and escalators, regardless of manufacturer or vintage. We have a proven track record of successfully modernizing and maintaining vertical transportation systems, including complex projects across all of markets which consists of South Florida, Central Florida, Dallas Texas, Houston Texas, Austin Texas, San Antonio Texas, and Nevada.

- **Maintenance & Repair:** Our certified union technicians, trained by the IUEC ensure that all maintenance and repair work exceeds industry-leading standards. We service all major brands of vertical transportation equipment and are able to repair any type of equipment and supply parts as we have vendor relations with all the OEM 3rd party suppliers as well as certified repair shops across the US.
- **Modernization:** Southwest Elevator exclusively uses non-proprietary equipment for modernization projects and has established strong vendor relationships with all major non-proprietary equipment manufacturers. This ensures flexibility, easier access to replacement parts, and long-term cost savings for our clients.
- **New Construction:** Southwest Elevator is a distribution partner in multiple markets with [KÖHLER Elevator GmbH](#) a renowned German-based elevator and escalator manufacturer and global supplier.
- **Schindler Equipment Experience:** Our team has extensive experience with Schindler equipment and a deep understanding of the unique challenges associated with proprietary systems. Additionally, we have a highly skilled team of mechanics, engineers, and managers, many of whom spent most of their career at Schindler, bringing invaluable expertise and insight into servicing and repairing their equipment.

2. Addressing Proprietary "Schindler Ahead" System

The "Schindler Ahead" system is a proprietary electronic monitoring system. Southwest Elevator does not monitor this system, as it is exclusive to Schindler. However, this system can be disconnected, allowing for alternative solutions, and disconnecting the system will not cause any harm to the use of your elevators.

Alternative Monitoring Solutions:

- **Third-Party Monitoring Options** – There are multiple third-party monitoring companies that specialize in providing advanced, non-proprietary monitoring solutions. These systems offer comparable or enhanced functionality if a monitoring system is important to your property.
- **Modernization Flexibility** – If modernization is required, Southwest Elevator can integrate non-proprietary equipment that allows for open-market monitoring solutions rather than being locked into a single manufacturer's system.

Thank you,

Brooke Cavinder

SW Elevators, LLC



AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

Response to Vendor Submissions

DATE: February 20, 2025

TO: Purchasing Division

FROM: Norman Schwartz, Expansion Project Administrator

SUBJECT: Response to Vendor Submissions for Broward County Request for Information (RFI) #PNC2120792P1 – “Escalator & Elevator Replacement and Maintenance”

After review of the RFI responses submitted by TEI Group (“TEI”) and Southwest Elevator Company (“Southwest Elevator”), Broward County’s Aviation Department (“BCAD”) has concluded these companies are not able to provide modernization, replacement, maintenance and repair services for elevators and escalators at FLL.

During our vetting of the vendors’ responses two questions were posed directly via email: “Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?”, and “Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Shindler OEM equipment and software as it pertains to the proprietary “Schindler Ahead” electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?”.

The response received from the representative for TEI confirmed that Schindler would not sell the equipment and software necessary for Schindler Ahead to an outside party, and that any equipment they provide would be from a third-party, not Schindler OEM. The response received from Southwest Elevator was of a similar nature, their equipment would be from third-party supplier, not Schindler, and they cannot monitor the Schindler Ahead software.

BCAD believes this confirms the proprietary nature of Schindler Ahead as per Schindler's memo and further supports our conclusion that these companies cannot perform the services required for the proposed project. Currently 148 pieces of vertical and horizontal people mover equipment are installed at FLL, of which 125 (84%) were manufactured by Schindler Elevator Corporation (Schindler). The proposed project will modernize the equipment installed in T1. Should an alternate vendor be awarded a contract for this project, the alternate vendor would have to provide, install, and maintain Schindler OEM parts, and would not have access to the proprietary Schindler Ahead electronic monitoring system already in use throughout FLL. The alternate vendor would have to provide and retrofit third party monitoring equipment and software, and BCAD would lose the dollars invested for labor and training to implement Schindler Ahead. This has been confirmed by the responses and submissions received. In addition, it isn't fiscally feasible for BCAD to operate and monitor two different systems, manage two separate maintenance agreements, and overhaul training for affected staff at FLL. The addition of an alternate manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL.

Thank you,

Norman I. Schwartz, AIA, NCARB, LEED GA | Expansion Project Administrator
Broward County Aviation Department | Airport Development
320 Terminal Drive | Suite 200 (Terminal 4) | Fort Lauderdale, FL 33315
Tel: 954-359-2302 | Cell: 954-779-0830
Email: nschwartz@broward.org

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This email has been scanned by Inbound Shield.

Schwartz, Norman

From: Brooke Cavinder <bcavinder@southwestelevator.com>
Sent: Thursday, February 13, 2025 4:28 PM
To: Schwartz, Norman
Cc: Callwood, Sierra
Subject: Re: RFI Responses - T1 Elevators/Escalators

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[Report Suspicious](#)

Hi Norman –

a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?

Yes, we have the capability to maintain and repair Schindler OEM elevators and escalators and parts. We are a union shop just like Schindler, so we have the same talent pool we hire from and have technicians and manager that have worked on Schindler equipment 15+ years before they came to work for SWE. We maintain Schindler equipment all of the South Florida market currently and have never had any issues doing so or getting parts to repair Schindler equipment. All the OEMs have a third-party parts supplier so we can get all the same parts they can through their third-party supplier (Adams). If we were to modernize or install new equipment at the airport, we would install new Non-Proprietary equipment not Schindler equipment.

b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Schindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?

As mentioned in my cover page we do not monitor the "Schindler Ahead" system because it is a proprietary electronic monitoring system that only Schindler can maintain. However, this system can be disconnected, allowing for alternative solutions, and disconnecting the system will not cause any harm to the use of your elevators. We can definitely modernize the elevators to not have this system, replace / remove this system.

Please let me know if you have any other questions!

--

Brooke Cavinder
Business Development Manager – Florida

6500 NW 12th Ave Suite 114
Fort Lauderdale, Florida 33309

☎ (602)-770-5787
✉ bcavinder@southwestelevator.com
🌐 www.southwestelevator.com



From: Schwartz, Norman <NSCHWARTZ@broward.org>
Date: Tuesday, February 11, 2025 at 4:00 PM
To: Brooke Cavinder <bcavinder@southwestelevator.com>
Cc: Callwood, Sierra <SCALLWOOD@broward.org>
Subject: RFI Responses - T1 Elevators/Escalators

Good Afternoon,

We have received your response to Broward County's RFI #PNC2129612F1 – "Escalator & Elevator Replacement and Maintenance". Please respond to the queries below:

- a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?
- b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Shindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?

Thank you,

Norman I. Schwartz, AIA, NCARB, LEED GA | Expansion Project Administrator
Broward County Aviation Department | Airport Development
320 Terminal Drive | Suite 200 (Terminal 4) | Fort Lauderdale, FL 33315
Tel: 954-359-2302 | Cell: 954-779-0830
Email: nschwartz@broward.org

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Schwartz, Norman

From: Danny Benoit <dbenoit@teigroup.com>
Sent: Thursday, February 13, 2025 3:22 PM
To: Schwartz, Norman
Cc: Callwood, Sierra
Subject: RE: RFI Responses - T1 Elevators/Escalators
Attachments: cm-brochure-2023.pdf

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[Report Suspicious](#)

Please see below answers in blue and the attached brochure:

- a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?

- a. Installation: NO; We purchase only third-party non-proprietary equipment but can install any type of elevator or escalator, it will just not be manufactured by Schindler.
- b. Modernization: NO; We purchase only third-party non-proprietary equipment but can install any type of elevator or escalator, it will just not be manufactured by Schindler.
- c. Replacement/Repair/Maintenance: YES; We purchase replacement parts from ADAMS which is Schindler's sister company that sells Schindler parts to other elevator companies. Some equipment is "unit specific" and might only be sold from Schindler and at times we are able to procure from our parts sourcing consultant but there might be limitations to some software and hardware that only Schindler can handle.

- b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Schindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?

- a. Schindler Monitoring: NO; we cannot purchase Schindler Monitoring equipment or utilize that software platform as it is proprietary to Schindler only. We can however install a third party monitoring system that is capable of going on all different elevators and escalators (existing and new units) so that you would have the ability to hire any elevator maintenance company and not be locked to just one vendor. I have attached a brochure outlining the product and this is currently being installed in JFK's new terminal.

Danny Benoit
Vice President of Sales - Southeast Region - TEI Group
9836 Currie Davis Drive, Tampa, FL 33619
Cell: 352-206-4033



www.teigroup.com |  LinkedIn

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From: Schwartz, Norman <NSCHWARTZ@broward.org>
Sent: Thursday, February 13, 2025 9:56 AM
To: Danny Benoit <dbenoit@teigroup.com>
Cc: Callwood, Sierra <scallwood@broward.org>
Subject: RE: RFI Responses - T1 Elevators/Escalators

Danny-

Per our discussion BCAD is expecting your response by tomorrow on the questions below.

Thank you,

Norman I. Schwartz, AIA, NCARB, LEED GA | Expansion Project Administrator
Broward County Aviation Department | Airport Development
320 Terminal Drive | Suite 200 (Terminal 4) | Fort Lauderdale, FL 33315
Tel: 954-359-2302 | Cell: 954-779-0830
Email: nschwartz@broward.org

From: Schwartz, Norman
Sent: Tuesday, February 11, 2025 4:01 PM
To: DBenoit@teigroup.com
Cc: Callwood, Sierra <SCALLWOOD@broward.org>
Subject: RFI Responses - T1 Elevators/Escalators

Good Afternoon,

We have received your response to Broward County's RFI #PNC2129612F1 – "Escalator & Elevator Replacement and Maintenance". Please respond to the queries below:

- a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?
- b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Shindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?



Finance and Administration Services Department

PURCHASING DIVISION

115 S Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-5835 | broward.org/Purchasing

AWARD/REJECTION AUTHORITY MEMORANDUM

PNC2130408C1 T1 Elevators & Escalators Replacement

☒ RECOMMENDATION FOR AWARD Vendor(s): Schindler Elevator Corporation (Schindler) Supplier ID: VC00012149 Contract Type: ☒ Fixed ^[1] ☐ Open-End Basis of Award: ☐ Low ☐ Responsive ☐ Responsible ☐ Split ^[2] ☐ Multiple ^[3] ☐ Single ^[4] Fixed Award Amount: \$7,413,573.86, inclusive of Allowances totaling \$706,269.86 AWARD JUSTIFICATION ☒ Price Analysis ☐ Clarification ☐ Waiver ^[5]	☐ RECOMMENDATION TO REJECT ^[6] Vendor(s): REJECT JUSTIFICATION ☐ Does not meet specifications: ☐ Single Bidder: pricing not fair/reasonable ☐ Non-responsive (did not conform to any/all material aspects of solicitation): ☐ Non-responsible: ☐ Other Reason:
OPEN-END CONTRACT TERM(S) OR ☒ N/A (Fixed Contract)	P-CARD P-Card not applicable for this contract ☐ Vendor(s) Accepts: ☐ Yes ☒ No

ADDITIONAL INFORMATION

The purpose of this procurement is for modernization, replacement and maintenance and repair services for the escalators and elevators at Terminal 1 of Fort Lauderdale-Hollywood International Airport (FLL).

A Request for Information (RFI) was advertised (12/20/2024 – 02/06/2025) as a notice of intent to designate Schindler Schindler as the Sole (Reasonable) Source for modernization, replacement and maintenance and repair services for the escalators and elevators at Fort Lauderdale-Hollywood International Airport (FLL).

¹ In accordance with the Internal Control Handbook, Page 216, Chapter 10, Section G, Repairs, if a firm fixed price is not available for equipment repair, a unit must be taken to a repair shop for disassembly and determination of repair costs, and repair. (2006)

² Award different line item or group to more than one Bidder.

³ Award same line item or group to more than one Bidder. (i.e., Primary, Secondary, Tertiary, etc.)

⁴ Sole Source/Sole Brand, Reasonable Source, Emergency, and Single Bids over \$100,000 must be added to the monthly activity report to the Board of County Commissioners, and a copy of this Award Rejection Authority Memorandum should be uploaded to your final PO or Procurement Contract.

⁵ Pursuant to Procurement Code, Section 21.37, a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the Director of Purchasing.

⁶ Pursuant to Procurement Code, Section 21.39, after all responses are open, any or all responses may be rejected by the Director of Purchasing, provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

The RFI requested any other vendors that believed were able to provide the requested services and products to respond to the RFI. The RFI closed with two responses from TEI Group and Southwest Elevator LLC.

Broward County Aviation Department (BCAD) reviewed the RFI responses and determined the firms could not provide modernization, replacement, maintenance and repair services for the Schindler escalators and elevators at FLL. Schindler will not sell to an outside party the equipment and software necessary for the Schindler Ahead electronic monitoring software system that is throughout FLL. The addition of an alternative manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL (Exhibit 1).

On May 20, 2025, a private Invitation to Bid No. PNC2130408C1, was solicited to Schindler as a reasonable source designated solicitation. BCAD has reviewed the Bid submittal from Schindler and concurs with the recommendation for award (Exhibit 2 and 3).

One County vendor performance evaluation has been completed for Schindler in the past five (5) years with an overall rating of 5.0 out of possible rating of 5.0.

The Purchasing Division and the Using Agency researched the prices submitted by Schindler and concluded that the prices are fair and reasonable in comparison to the estimate prepared by BCAD. The total Bid amount of \$7,413,574 is 3% less than the estimate of \$7,626,270 provided by the agency (Exhibit 4).

This procurement carries a 100% performance and payment guaranty. The vendor has provided a bid guaranty obligating the vendor to provide requisite performance and payment guaranty upon award.

SOLICITATION METHOD

☒ Invitation for Bid ☐ Request for Quote

☐ Emergency ^[4] ☐ Piggyback ^[4]

Sole Brand ^[4] ☐ Sole Source ^[4]

☒ Only Source ^[3]

Date Notice posted: *[December 20, 2024 -
(*Applies to Sole Brand, Sole February 6, 2025]
Source and/or Most
Reasonable Source)

Responses: Yes ☒ No ☐
(If Yes, Director of Purchasing
and/or Designee final Designation
Date):
*[April 8, 2025]

☐ Standardized by:

☐ Board:

☐ Director of Purchasing:

SOLICITATION INFORMATION

Client Agency: Broward County Aviation
Department

Requisition ID: AVC0001215

Folder No: 2130408

Solicitation No: PNC2130408C1
(For Informal Quotes Only)

Posted on: May 20, 2025

Opened on: May 28, 2025

Number of Responses: One

Number of Declinations: zero

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

OESBD has reviewed this solicitation and determined:

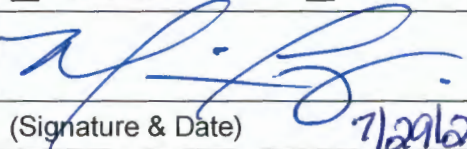
- ☐ This firm is a certified [Small Business Enterprise (SBE)/County Business Enterprise (CBE)], and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ This firm met the assigned Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ It should be solicited to open market with no assigned goals.
- ☐ This is an Informal Quote. A review for SBE/CBE vendors was conducted through the CBE/DBE Directory for potential vendors.
- ☐ This firm met the [County Business Enterprise (CBE)/Disadvantaged Business Enterprise (DBE)], goal requirements and/or demonstrated Good Faith Effort, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☒ This project has been designated a sole source/sole brand, or reasonable sole source/brand, Qualified Vendors List (QVL), emergency or piggyback, therefore, this project is not subject to the OESBD requirements.
- ☐ Due to no responses received from SBE vendors during the original solicitation, this solicitation was re-bid to the open market. Per OESBD, no goals were applied to the re-solicitation.

WHAT APPROVAL ACCOMPLISHES ^[7]

- ☐ In accordance with the Broward County Procurement Code, Section 21.47.(b)(1), the Director of Purchasing may award solicitations in an amount not exceeding \$500,000, inclusive of the value of any renewals or extensions.
- ☒ In accordance with the Broward County Procurement Code, Section 21.47.(b)(2), the Director of Purchasing may award bids in any amount over \$500,000, inclusive of any extensions or renewals, contingent upon no bidder has been determined to be non-responsive or non-responsible, no protests have been filed, and more than one bidder has submitted a response, and further provided that no Commissioner has expressed an objection within five (5) days after receiving notice of intended award from the Purchasing Division.
- ☐ In accordance with the Broward County Procurement Code, Section 21.19(b), Board approved standardized goods and services may be purchased by the Director of Purchasing regardless of the contract amount without further Board authorization.
- ☐ In accordance with the Broward County Procurement Code, Section 21.37.(b), Waiver of Technicality, a lack of conformity as to an issue of responsiveness that is nonsubstantive in nature may be considered a technicality or irregularity that may be waived by the Director of Purchasing.
- ☐ In accordance with Broward County Procurement Code, Section 21.39 Rejection After Bid Opening, any or all responses may be rejected by the Purchasing Director or designee, including those bids in which there is only one (1) responsive vendor.

⁷ The Award Rejection Authority Memorandum must be signed by the appropriate authority prior to Recommendation for Award (RFA) posting in accordance with the most recently issued delegation memorandum.

APPROVAL AUTHORITY

Title: Senior Purchasing Agent	Title: Senior Purchasing Manager
☒ APPROVE ☐ DISAPPROVE	☒ APPROVE ☐ DISAPPROVE
YOHANNA DE FRANCISCO Digitally signed by YOHANNA DE FRANCISCO Date: 2025.07.26 15:03:15 -04'00'	Christine C. Shorey Digitally signed by Christine C. Shorey Date: 2025.07.25 18:43:51 -04'00'
(Signature & Date)	(Signature & Date)
Title: Director of Purchasing	Title: County Administrator
☒ APPROVE ☐ DISAPPROVE	☒ APPROVE ☐ DISAPPROVE
Constance Mangan, Asst. Director, on behalf of Digitally signed by Constance Mangan, Asst. Director, on behalf of Date: 2025.07.28 11:45:13 -04'00'	 (Signature & Date) 7/29/25
(Signature & Date)	(Signature & Date)

ATTACHMENTS

☐ Bid Tab	☐ OESBD Document	☒ Using Agency Concurrence	☒ Certificate of Insurance
☒ Price Analysis	☒ Sole Source	☒ Sole Brand	☐ Purchasing Agent Report
☐ Board or County Administrator Approved Emergency Memo	☐ Other		





DATE: 10/25/24

TO: Robert Gleason, Director, Purchasing Division

THRU:

FROM: Michael Pacitto, Aviation Chief Development Officer

PROJECT TITLE: Terminal 1 Elevator and Escalator Infrastructure Replacement

REQUISITION NO. TBD (BCAD AD +BCAD MX agreements)

SOURCE/BRAND NAME: Schindler Elevator Corporation

SOLE SOURCE/SOLE BRAND/ONLY ONE REASONABLE SOURCE REQUEST



SOLE SOURCE



SOLE BRAND



ONLY ONE REASONABLE
SOURCE

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

These projects will replace aging, obsolete elevators and escalators installed in Terminal 1 (T1) that require modernization, and provide maintenance and repair services. Most of this critical infrastructure is over twenty years old and has reached its end-of-life expectancy. The Scope of Work includes modernization and replacement of nine existing elevators located pre-and post-security, and four banks of escalators consisting of eight individual units, located in the public areas east and west of the main lobby. This project will modernize the equipment installed in T1 and provide integration and consistency with all other equipment installed at FLL. It is necessary to replace this equipment to reduce downtime and prevent failures and potential safety issues for passengers navigating FLL.

Currently 148 pieces of vertical and horizontal people mover equipment are installed at FLL, of which 125 (84%) were manufactured by Schindler Elevator Corporation (Schindler). This equipment requires replacement, modernization/upgrades, and maintenance and repair services. Parts are Schindler Original Equipment Manufacturer (OEM) specific to all equipment. All Schindler equipment at FLL, is equipped with "Schindler Ahead", a proprietary electronic monitoring system consisting of software and hardware that provides real-time status, analytics, and diagnostics on each piece of equipment. This proprietary system enables Schindler's Technical Operations Center to identify necessary predictive maintenance and closely monitor equipment safety and operations 24/7, allowing for real-time dispatch of technicians to limit costly failures, prevent potential safety issues, and minimize equipment downtime. Timely replacement, upgrades, and repair and maintenance are an important aspect of this service and allows FLL's passengers to continuously move throughout the terminals without delay.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Sole Source/Uniqueness



Proprietary Item - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.



Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.



Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."



Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.

- ☒ Other/or Additional information - the County requires this sole source purchase for the following reasons.

The equipment in operation at Terminals 2, 3 and 4 are equipped with Schindler's proprietary remote monitoring system "Schindler Ahead", which is not interchangeable with other systems and cannot be accessed by other vendors. The modernization of the T1 equipment will allow for integration with all other units installed at FLL.

Business Case (Only One Reasonable-Source¹ or Only One Reasonable Brand)

- ☒ Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- ☐ Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- ☐ Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- ☐ Complies with existing community and safety standards, and/or laws, rules, and regulations.
- ☐ Other/or additional information - using this only one reasonable source, only one reasonable brand purchase benefits the County for the following reasons:

1) Should an alternate vendor be awarded a contract for this project, the alternate vendor would have to provide, install, and maintain Schindler OEM parts obtained at a higher price from Schindler (versus the County's discounted pricing), which would then be passed on to the County. In addition, the alternate vendor would have to retrofit their system to the Schindler equipment, which may require additional labor and training. The addition of an alternate manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL.

2) On October 19, 2021 (Item No. 48), the Broward County Board of County Commissioners awarded Contract No. BLD2122449G1_1 to Schindler for BCAD, under the Sourcewell government cooperative contract, to provide maintenance and repair services for the elevators, escalators and moving walkways installed at FLL. Should an alternate vendor be awarded a contract for this project, a second maintenance and repair agreement would have to be solicited and procured. BCAD would also lose the dollars invested to implement the Schindler Ahead software system as it is not interchangeable with other systems and cannot be accessed by other vendors. It is not feasible for BCAD to maintain two separate maintenance and repair agreements for two separate manufacturers of the equipment installed at FLL.

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: 13,437,366 (Includes Allowance) Contract length (if applicable): N/A

Has this commodity or service been previously provided to the County? ☒ Yes ☐ No

If yes, provide the following and attach any supporting documentation (e.g., previous approved memoranda):

Vendor name and date Schindler Method of Procurement Sourcewell Piggyback

What is the current contract (Procurement Catalog) or purchase order number? BLD2122449G1 (Maintenance)

Expenditures to date: \$13,637,787

Will this procurement utilize any local/state/federal grant funding? ☐ Yes ☒ No

If yes, attach any supporting documentation (e.g., grant agreement).

If this is a sole brand, is there an "authorized" dealers/resellers list? ☐ Yes ☒ No

If yes, provide the manufacturer's "authorized" dealers/resellers list.

¹ Commonly known as Most Reasonable Source

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

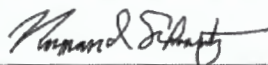
The cost to utilize an alternate vendor is unknown at this time. However, it would be a benefit to the County to have consistent equipment, remote monitoring, and maintenance and repair services for all elevators, escalators and moving walkways installed at FLL. One remote monitoring system would ensure that all equipment is integrated, thus preventing potential failures and on-site safety issues. In addition, the use of one manufacturer would eliminate the need for two separate maintenance contracts and decrease the need for additional BCAD maintenance personnel required to service two manufacturer's equipment.

CERTIFICATION: I have thoroughly researched the sole source, sole brand, only one reasonable source, or only one reasonable brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services".

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084".

Norman Schwartz



10/25/24

REQUESTOR/EVALUATOR (PRINT) REQUESTOR/EVALUATOR (SIGN) DATE

Michael Pacitto

MICHAEL PACITTO

10/25/24

DEPT/DIV DIRECTOR OR
DESIGNEE (PRINT)

DEPT/DIV DIRECTOR OR DESIGNEE
(SIGN)

DATE

PURCHASING DIVISION USE ONLY

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.25 and 21.26. The Purchasing Agent recommends the following:

☐ Sole Source ☐ Sole Brand ☒ Only One Reasonable Source/Brand² ☐ Reject
☐ Authorization to Negotiate ☐ Standardization ☒ Board Award

Attachments

☒ Request for Information ☐ Previous Approved Documentation
☒ Vendor Letter

² As per Florida Statute 287.057(3)(c), FLL projects valued ≥\$325,000 require 15 business day posting of intended sole source designation

Additional Information (e.g., Number, opening date, # of responses, Agency reviewed yes/no):

Request for Information (RFI) was posted on 12/20/2024 to determine if there was another vendor able to provide the commodity or service described. The RFI closed on 02/06/2025 with two vendors responses from TEI Group ("TEI") and Southwest Elevator LLC. Broward County Aviation Department (BCAD) reviewed the vendors responses and has provided an explanation for the conclusion that these companies are not able to provide modernization, replacement, maintenance and repair services for the escalators and elevators at FLL (Exhibit1).

Broward County has confirmed that Schindler would not sell to an outside party the equipment and software necessary for the Schindler Ahead electronic monitoring software system that is in use throughout FLL. The other responding firm would not be able to obtain Schindler Original Equipment Manufacturer (OEM) equipment and software and would not be able to monitor the Schindler Ahead electronic monitoring system. The addition of an alternate manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL.

Purchasing Agent recommends approval of the Only One Reasonable Source/Brand designation to Schindler, to provide modernization, replacement, maintenance and repair services for elevators and escalators installed at Terminal 1. All Schindler equipment in operation at Terminals 2, 3 and 4 are equipped with "Schindler Ahead", a proprietary remote monitoring system consisting of software and hardware that is not interchangeable with other systems and cannot be accessed by other vendors. Additionally, an alternate vendor would have to provide, install, and maintain Schindler OEM parts obtained at a higher price from Schindler versus the County's discounted pricing.

The Only One Reasonable Source/Brand designation will apply to future procurements that will include Schindler products and services in the following procurements and estimated amounts:

- T1 Schindler Elevator/Escalator Infrastructure: \$6,700,000 (Fixed)
- Elevator, escalator and moving Walk Maintenance and repair Services for FLL: \$60,000,000 (open-end agreement for potential of 10 years)

Total estimated value \$66,700,000 Only One Reasonable Source/Brand designation.

Purchasing Agent Signature:

Karlene Grant

Digitally signed by
Karlene Grant
Date: 2025.03.19
15:34:51 -04'00'

Reviewer Title:

Jeannette Ferrell

Digitally signed by
JEANNETTE FERRELL
Date: 2025.03.26
11:20:32 -04'00'

Reviewer Signature:

APPROVAL AUTHORITY

☐

APPROVED

☐

DISAPPROVED

REASON/SUGGESTED ACTION (IF DISAPPROVED):

Note - this will be a private solicitation (not Sourcewell "piggyback").

Title: Director of Purchasing

Signature:

Constance Mangan, Digitally signed by Constance
Asst. Director, on Mangan, Asst. Director on behalf
behalf of o'
Date: 2025.04.08 14:34:46 -04'00'

Schindler Elevator Corporation



October 25, 2024

Norman Schwartz
Expansion Project Administrator
Broward County Aviation Department – Airport Development
320 Terminal Drive / Suite 200
Fort Lauderdale, FL 33315
RE: Soul Source Provider – Schindler Ahead (Monitoring Control System) – Elevators and Escalators

To Mr. Schwartz;

Schindler Elevator is the Sole Source Provider for all equipment, software, and system support associated with all vertical transportation currently installed at the Fort Lauderdale-Hollywood International Airport (FLL). The “**Schindler Ahead**” monitoring system at FLL is a proprietary system comprised of software and electronic hardware developed and manufactured by Schindler Elevator corporation. As such all components of the system and related to “Schindler Ahead” as well and as any installation, service, and labor required to implement such components, are only available for purchase through Schindler Elevator Corporation.

The importance of Schindler Ahead is to closely monitor all the elevators and escalators on site and to optimize the uptime of all equipment as we understand the continuous usage these units receive due to the vast amount of the general public along with BCAD employees who ride them on a daily basis. This “**Schindler Ahead**” proprietary safety monitoring can only be used and maintained to their full ability on Schindler units. The new upgraded units will come equipped with this capability and will help provide continuous monitoring and upkeep of the elevators.

Please contact me with any question related to this.

Sincerely,
Schindler Elevator Corporation

A handwritten signature in black ink that reads 'Anthony Mazzola'. The signature is fluid and cursive, with a large, stylized 'M'.

Anthony Mazzola
Modernization Sales Representative

PNC2129612F1 - Request For Information (RFI) - Escalator & Elevator Replacement and Maintenance

BPRO Electronic Procurement System [Back to list](#)

Project Details

Project: Request For Information (RFI) - Escalator & Elevator Replacement and Maintenance

Ref. #: PNC2129612F1

Department: FASD - Purchasing

Type: RFI

Status: CLOSED

Open Date: Dec 20th 2024, 9:00 AM EST

Questions Due Date: Never

Contact Information: Yohanna de Francisco (Primary), Nancy Olesen (Alternate), Ydefrancisco@broward.org
Nolesen@broward.org

Close Date: Feb 6th 2025, 5:00 PM EST

Days Left: Submissions are now closed

Contract Duration:
Not Applicable (RFQ/RFI)

Contract Renewal:
Not Applicable (RFQ/RFI)

Bid Validity:
Not Applicable; RFI

Bonding Required:
No

Total Amount of Pass-Thru Allowance (Initial Term or Fixed):
0

OESBD Designation Goal Participation Type:
No Goal

Goal Assigned Percentage (0 if No Goal):
0

Project Description:
Request for Information: Escalator & Elevator Replacement and maintenance services at Fort Lauderdale-Hollywood International Airport (FLL).

Notice of Intent to Designate One Reasonable Source:

This Request for Information (RFI) (Notice of Intent to Designate One Reasonable Source) is to determine if the specified commodity or service is available from multiple providers, or if an alternate commodity or service is available that would meet the County's needs. This is not a request for pricing or a purchase commitment.

February 2025

prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
OPEN						
2	3	4	5	6	7	8
OPEN						
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1

The following commodity or service is thought to be available from only a sole source (or reasonable source) and is the only commodity/services that meets the County's needs:

Schindler Elevator Corporation

Services Required: Modernization, replacement, maintenance and repair services for elevators and escalators at FLL.

The Broward County Aviation Department seeks information on modernizing elevators and escalators installed at the Fort Lauderdale Hollywood International Airport (FLL). Currently there are 148 pieces of vertical and horizontal people mover equipment installed at FLL of which 84% are manufactured by Schindler Elevator Corporation (Schindler). Parts specific to all equipment are Schindler Original Equipment Manufacturer (OEM) parts. All Schindler equipment at FLL is equipped with "Schindler Ahead", a proprietary electronic monitoring system which is not interchangeable with any other system.

This RFI will remain posted until closing date and time.

Prospective Vendors are requested to provide information regarding their ability to provide the commodity or service described or written explanation or other documentation contesting the proposed RFI designation.

If you are capable of meeting or exceeding the County's requirements for the specified commodity or service, respond to this RFI through the electronic bidding system. Vendor should upload any supporting information in the electronic bidding system as part of its response to assist the County in determining if commodity or service is comparable, is available from multiple suppliers, and meets the County's needs. The Director of Purchasing shall have sole authority in deciding what is comparable.

The Director of Purchasing shall consider such submittals and notify all submitting vendors (thru the electronic bidding system) of the decision whether to designate as a Sole Source/Brand, which decision shall not be subject to objection, protest, or appeal.

Important Events:

Status	Event Name	Location	Description	Dates	Mandatory
ONGOING	Questions Due Date	Online Portal	The Q and A Period for this Opportunity is Ongoing	Never	N/A
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Dec 20th 2024, 9:00 AM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Feb 6th 2025, 5:00 PM EST	N/A

Commodity Codes:

NIGP 11018 **Conveyor and Elevator: Canvas and Duck**
 NIGP 11022 **Conveyor and Elevator: Neoprene, Plastic, and Rubber**
 NIGP 29548 **Monitors, Elevator and Escalator**
 NIGP 91013 **Elevator Installation, Maintenance, Repair and Inspection Services**
 NIGP 91839 **Elevator, Escalator, Moving Walks Consulting**
 NIGP 1102249 **BELTS, CONVEYOR AND ELEVATOR, NEOPRENE**
 NIGP 1102250 **BELTS, CONVEYOR AND ELEVATOR, RUBBER**
 NIGP 2957098 **PARTS AND ACCESSORIES, ELEVATOR**
 NIGP 9101317 **MAINTENANCE, REPAIR AND INSPECTION SERVICES, ELEVATOR**

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement
Vendor's RFI Response	File Type: Any (*.*)	Multiple	REQUIRED

Document Takers

Vendors	# Files	Exhibit 1 Actions
No data available in table		

Interested Contractors

Prime/General Contractors		Subcontractors			
				Search	
Vendors	Contact	Email	Phone	Subcontract Services	
Southwest Elevator - SW Elevator, LLC	Brooke Cavinder	bcavinder@southwestelevator.com	6027705787	Elevator & Escalator Maintenance, Upgrades, Repair, Modernization, New Construction,	
TEI Group	Danny Benoit	dbenoit@teigroup.com	3522064033	Elevator & Escalator Maintenance, Service, Repair, Modernization, Construction, New Installation, Engineering	

Messages

Public Notices (0)	Vendor Discussions (0)	Public Q&A (0)	
There is currently nothing to display here.			Create a new Public Notice

 Submissions and Prime/Subcontractor Interest

This project is not open for proposal submissions at this time.

TEI GROUP SOUTHEAST

A PROUD & TRUSTED PARTNER WITH
SOURCEWELL COOPERATIVE

TEI

**DEDICATED
ELEVATOR
SOLUTIONS**

Sourcewell 

ABOUT US WHO WE ARE

TEI Group Southeast emerged in response to shortcomings observed within major OEM elevator companies, highlighting the necessity for a robust independent provider with a strong union labor force to make a significant impact in the expanding Florida market. TEI is a compact yet powerful entity, fortified by the support of a larger enterprise. Our philosophy revolves around our belief that the elevator business should be characterized by simplicity, transparency and fair pricing.

SETTING A NEW STANDARD

- We empower customers to tailor their own maintenance agreements according to their needs
- IEUC Mechanics with best-in-class labor rates.
- By design, TEI minimizes the workload on our technicians, guaranteeing top-notch maintenance
- Freedom of choice; friendly contract terms that don't lock you in and are built off real customer survey data
- Quick turn-around times on projects and services, meeting tight deadlines with speed & precision
- Lets sit down and review in person!



REPAIR



MODERNIZATION



CONSTRUCTION

Redefine your vertical transportation experience with our all-in-one elevator solutions! From service and repairs to modernization and new construction, we've got you covered. Enjoy unbeatable pricing, lightning-fast lead times, and a hassle-free experience every step of the way. Elevate your expectations and choose simplicity – partner with us for elevator excellence!

9636 Currie Davis Dr.
Tampa, FL 33619

1-800-834-0683
WWW.TEIGROUP.COM



Our Story

TEI emerged in response to the shortcomings observed within major OEM elevator companies, highlighting the necessity for a robust independent provider with a strong union labor force to make a significant impact in the market.

Our Core Values are:

SAFETY > *Is the basis of all products and services provided by TEI Group.*

INTEGRITY > *Is the foundational tenet by which all TEI Group employees conduct business.*

QUALITY > *Is the result of everything in which TEI Group is engaged.*

Our philosophy revolves around the belief that the elevator business should be characterized by simplicity, transparency, and fair pricing. If a client's current experience overseeing an elevator/escalator program feels anything but straightforward, transparent, or reasonably priced, we understand the need for a transformative solution.

The evolving landscape of the industry, marked by challenges in parts procurement, inflation, and shifts in corporate structures, has given rise to a disconnect between personal values and corporate objectives. The once vibrant passion of industry professionals has waned, leading to conflicts and frustration for clients. Elevators, in essence, should be simple—they ascend and descend. Similarly, elevator companies should operate on straightforward terms, communicating openly, providing services at fair prices, and supporting employees with an excess of resources that ultimately adds value to the customer.

Introducing the long-awaited partnership between TEI and Sourcewell, aimed at providing participants with a wider array of vendor options. This Request for Proposal (RFP) is presented by an individual with firsthand experience in promoting the benefits of the Sourcewell agreement, who is eager to leverage this tool to survey the market. Several current Sourcewell members have expressed interest in utilizing the cooperative agreement, and TEI is highly confident in its ability to rapidly expand the maintenance base by transitioning existing members to TEI (offering a 4% fee) and by attracting new members to Sourcewell, enabling them to explore the advantages and procure from various suppliers.



TEI offers a distinctive approach to the Sourcewell 'Elevator & Escalator' market for several reasons. We provide open-source modernization and installation products from independent manufacturers across the US, delivering true value and opportunities to participants who may have previously felt constrained to stick with a specific service provider just because that provider manufactured their equipment. This approach can be likened to choosing a generic brand over a name brand – the generic brand is more cost-effective but contains the same quality ingredients. Similarly, it's akin to opting for a standard American-made car over a foreign car, where the former can be serviced by any local shop while the latter may require specialized service at the brand dealership due to unique tools or software, potentially limiting the owner's options.

Furthermore, when evaluating RFP submissions, you may come across vendors who mention "regular and systematic visits," which may lack clarity and transparency. Some may highlight "remote monitoring" or special technology to hide from physical maintenance and defer service, as the unit appears operational, potentially resulting in a technician's route having no limit to the number of units serviced by one technician.

With TEI's proposal, clients will receive detailed information and transparency, allowing them to make informed decisions based on their specific needs. We aim to provide clients with a clear understanding of the value they are receiving, empowering them to choose based on what best suits their building requirements.

TEI has identified the necessity for a fresh approach and is dedicated to prioritizing customers and employees alike. Our strength lies in a united team with shared values and a steadfast commitment to enhancing the customer experience. TEI is prepared to establish a partnership founded on trust, simplicity, and a dedication to your satisfaction.



ELEVATE YOUR EXPECTATIONS

safety. integrity. quality.

TEI

DEDICATED
ELEVATOR
SOLUTIONS



OUR DNA DEFINES US

For over 30 years, TEI Group has continued to evolve from its roots as a small elevator maintenance company to become **one of the largest independently owned** vertical transportation company offering a comprehensive suite of construction, modernization, maintenance, and repair services.

In fact, TEI leadership started their careers as elevator mechanics, building on their hands-on experience to provide multiple generations of customers with **unprecedented safety, integrity, and quality service.**

Our achieved growth is equally driven by a corporate culture focused on superior customer relationships, rewarding TEI with a **98% customer retention rate.** Simply put, our customers are like family – all treated with the highest degrees of honesty, urgency, and attention.

By keeping our customers' vertical transportation systems safe and always moving, our experienced **team of over 300 highly trained professionals** keep property managers and their building occupants happy and safe, further enhancing the valuation and profitability of the facilities under our care.

This is our DNA.



**SAFETY,
INTEGRITY,
AND QUALITY**

**CERTIFIED BY
GREAT PLACES
TO WORK™**

**AVERAGE
SERVICE TENURE
17+ YEARS**

THE SERVICE YOU WANT, THE SUPPORT YOU NEED

TEI Group offers a comprehensive suite of vertical transportation services including **new construction, modernization, repair, and maintenance** for the commercial, large residential, retail, and institutional markets.

Our client roster reads like the “who’s who” of real-estate developers, property management companies, and property owners who **entrust TEI Group with their most valued assets and occupants.**



And it's not just our breadth of services that continue to attract new high-profile clients and keep them on board for years, it's our **extreme levels of customer service**. We treat clients the way they want and expect to be treated – like family.

Which means **safety comes first!** All our work is overseen by **nationally recognized safety experts** who design and manage our incomparable safety programs and comprehensive services to provide the safest vertical transportation solutions possible, protecting our customers and our workforce.

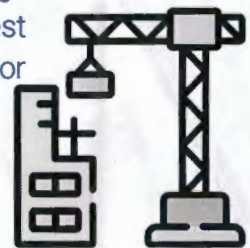


SERVICES OVERVIEW

Whether you're looking to modernize or maintain an existing system, or to install a new one, TEI Group has the experience, expertise, and commitment required to exceed your expectations.

NEW CONSTRUCTION

TEI Group has been installing elevators for over two decades and discerning developers frequently consult with the TEI Group to help them select the best solutions for their needs. Whether you need a three-stop hydraulic elevator or vertical transportation system for a 60-story skyscraper, TEI Group has the design and installation experience you want and need. In fact, TEI is the only independent elevator company with capability to install elevators in buildings taller than 50 stories. And TEI Group has the experience and technical capabilities to deliver "green" technology solutions, including MRL systems and the latest PMAC technology.



MODERNIZATION



TEI Group can help you increase up-time performance, improve passenger delivery efficiency, and migrate to a "green" vertical transportation solution. We'll replace your existing system with one that meets today's rigid safety standards, reduces your building's carbon footprint, makes your regular maintenance more economical, and improves the overall occupant experience. Modernizing your elevators is often the more economical option when considering large-scale repairs late in the elevator life cycle.

MAINTENANCE & REPAIR



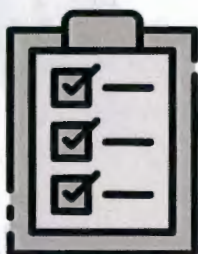
All TEI Group maintenance mechanics hold Department of Buildings Elevator Inspector licenses, a testimony to the dedication and commitment of TEI's workforce. No other elevator company has made DOB licensure a fixed requirement for their field service mechanics. When problems arise with an elevator's heavy equipment you can rest assured that repairs are being made to the highest standards, by the safest means possible.

TESTING

TEI Group requires all of its service technicians to take the Elevator Inspector licensing examination, providing you with the peace of mind that no matter which mechanic is servicing your equipment, they're prepared. No other elevator company in the industry approaches this level of compliance.



VIOLATIONS



TEI Group's violations team tracks and coordinates all mandatory testing with our clients and their third-party witnesses. They also are charged with making sure deficiencies are resolved on-time, and that the requisite Affirmation of Corrections is filed with the AHJ. Our violations team has the knowledge and expertise to cure all types of issued elevator violations while keeping our clients up to date throughout the entire process. Afterwards, TEI will work to confirm that the violation has been permanently resolved. When possible, TEI Group will even negotiate to help reduce or eliminate customer fines and/or penalties.

A FEW IMPORTANT FACTS

- ▶ TEI Group employs only the most season elevator professionals with an average tenure of 17 years industry experience.
- ▶ TEI Group employs a **nationally recognized** Senior Vice President of Environmental Health and Safety who develops and oversees all training programs.



TEI Group technicians...

- all belong to **International Union of Elevator Constructors**.
- are on duty **24/7/365** with a local home base to speed arrival to job sites.
- receive a minimum of **24 hours of classroom safety training and 52 weekly field training sessions**.
- are **audited twice a year** while on job sites.
- **manage a maximum of 120 elevators and escalators each**.



TEI Group maintains small technician routes and geographic areas to **ensure a rapid response** and reduce unit downtime.



TEI has a **full-time adjustor** assigned to each service area to assist with complicated projects.



TEI Group's Violations department is dedicated to identifying and remediating code violations to **keep customers compliant**.



TEI has the only **dedicated testing team** to perform mandatory testing of automated conveyance systems.



TEI Group boasts an impressive **98% customer retention rate**.



TEI Group has **partnered with industry leading equipment manufacturer ATAL** to offer customers more resources, services, and flexibility.

WHY TEI GROUP?

TEI Group employs the largest workforce of fully licensed and highly trained mechanics to service your equipment, minimize downtime, and resolve issues as soon as they arise.

Our in-house design team is available to work with you to solve the most difficult challenges in transportation, and our nationally recognized safety personnel will ensure your elevators are serviced to the highest standards.

No other vertical transportation company offers this level of safety, integrity, and quality. That translates to safe and secure equipment, enhanced property value, and delighted occupants.

Aside from being one of the largest independently owned and operated vertical transportation companies in the U.S., TEI Group is also one of the most highly respected. Just ask our customers – most of whom have entrusted us with their vertical transportation systems for many years. Hear from them firsthand how we've made a difference, and how we can do the same for you. Let's get the conversation started...



TEI Group

www.teigroup.com

TEI

DEDICATED
ELEVATOR
SOLUTIONS

Exhibit 1

TEI

DEDICATED
ELEVATOR
SOLUTIONS

A2 & ST Series

ESCALATORS & MOVING WALKWAYS

MOVING MILLIONS OF
PEOPLE EVERY DAY

ESCALATORS FOR ALL YOUR NEEDS

CONTENTS

- 2 Escalators for all your needs
- 4 Engineered by Anlev
- 6 Engineered for Environment
- 8 Engineered for Everywhere
- 10 Engineered for Safety
- 14 Engineered by Choice
- 16 Engineering data

Engineered for comfort, safety and energy efficiency, Anlev escalators provide truly reliable and efficient transport systems that represent a new level of ride comfort for passengers worldwide.

Together with a comprehensive range of quality lifts, these modern escalators will form integrated vertical transport systems that will enhance both the appearance and operation of any building or infra-structural development.



Emirates Station, Spain



Arrah Ghazi Howd Street Station, UK



Sainsbury's Lincoln, UK



Melbourne Airport T2 Expansion, Australia



ENGINEERED BY ANLEV

Dedication and professionalism

Anlev is a highly specialised company dedicated solely to the design and manufacture of lifts, escalators and moving walkway systems. It is this specialisation that has honed our expertise in the field, and allowed us to focus on our aim of providing the highest quality of product and service to our clients.

Design, material control and production at Anlev are all executed with the aid of our highly advanced computer-aided design and manufacturing systems, exclusively developed by Anlev to ensure rapid response times in design and manufacture.

The Anlev design team consists of highly skilled and experienced engineers, supported by an experienced and dedicated workforce who take exceptional pride in their product and work. These resources maintain Anlev's position at the forefront of technology and innovation in escalator systems.

Built-in quality

The manufacturing process at Anlev is based on our understanding that the quality of a product is only as good as the materials and components from which it is made. As such, we use only the highest quality materials and components, which comply with relevant manufacturing standards and are subject to

continuous and highly stringent incoming inspection procedures. This philosophy ensures that quality is automatically built into each Anlev escalator from start to finish of manufacture.

Total support service

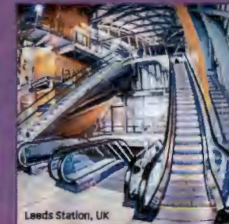
Anlev demands the same quality and attention to detail in after sales care from its partners worldwide as Anlev itself puts into design and manufacture. Anlev's partners are all trained at our factories, and only after they have satisfied Anlev's stringent technical, commercial requirements and all local regulatory criteria are they allowed to represent Anlev's total support service.

Anlev has distributors in most Asian, European, Middle Eastern countries and Australia. We also have associated companies in USA, United Kingdom, Hong Kong SAR and Mainland China. It is this level of quality, innovation and service that makes Anlev truly a dependable partner.

Exceptional performance

By designing on the principles of minimal friction, vibration and noise, the A2 family escalators and ST series moving walkways offer not only superbly smooth and quiet rides, but also enjoy minimal wear and fatigue, high efficiency and offer exceptional durability and minimal maintenance requirements.

ENGINEERED FOR ENVIRONMENT



Leeds Station, UK



Plaza Hotel, New York



Target Store Bay Parkway, USA



Walmart, Canada

Our escalators and moving walkways are designed for efficient operation. In addition to the regenerative drive and efficient worm gear drive, numerous options are available to enhance the energy efficiency. All of our products are certified by ISO 9001 and 14001.

- High efficiency helical gear drive
- Motor energy control
- VVVF control
- Auto start/stop control
- Lubrication free stepchain

Prolonged lifetime for reduced carbon footprint

Lower life-cycle costs

Energy-saving solutions

Exhibit 1

ENGINEERED FOR EVERYWHERE

Anlev A2 family of escalators are designed and manufactured to cover all commercial, industrial and public transport applications.

With a wide range of finishes and materials available for each type, the A2 family is providing a flexible selection of escalator arrangements that will match and enhance any setting, interior or exterior.

Anlev A2 family escalators are available in two types: A2C Standard and A2T Heavy Duty.

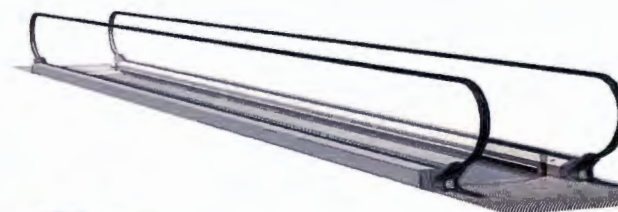


A2C - Glass panel balustrade, natural anodized aluminum handrail guide frame with optional lighting.



A2T - Stainless steel panel balustrade. The robust construction makes it best suited for the public transport systems.

TECHNICAL SPECIFICATIONS OVERVIEW		
Parameters	A2C / A2T	
Rise	1100 - 16000 mm	3' 7 5/16" - 52' 6"
Inclination		13° - 35°
Speed	0.5 m/s (0.75 m/s max.)	100 fpm (150 fpm max.)
Step width	600 mm, 800 mm, 1000 mm	24", 32", 40"
Intermediate support	Required for rise > 6m	Required for rise > 19' 8 1/4"
Flat step		2 / 3 / 4
Balustrade type	Glass / Stainless steel	
Balustrade height	900 mm, 1000 mm, 1100 mm	2' 11 7/16", 3' 3 3/8", 3' 7 5/16"
Environment	Indoor / Semi-outdoor / Outdoor	



ST - Horizontal

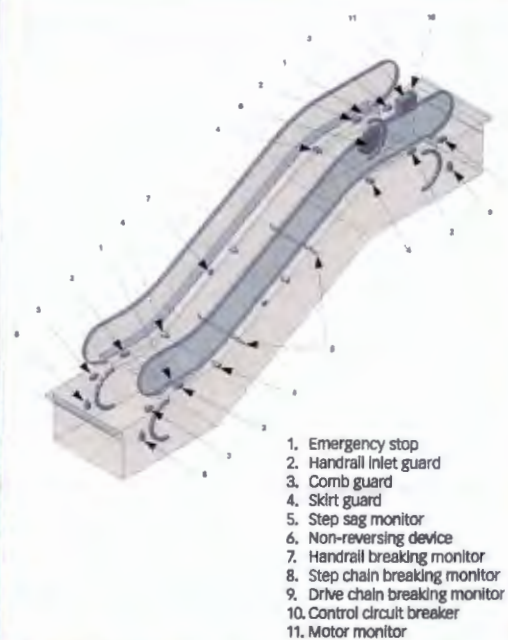


ST - Inclined

TECHNICAL SPECIFICATIONS OVERVIEW								
Parameters	ST							
Step width	800 mm	1000 mm	1200 mm	1400 mm	32"	40"	48"	56"
Inclination	0 - 6° / 10° - 12°		0 - 6°		0 - 6° / 10° - 12°		0 - 6°	
Speed	0.5 m/s (0.75 m/s max.)				100 fpm (150 fpm max.)			

ENGINEERED FOR SAFETY

Anlev's escalator products have been certified by major international standards and are used around the world.



"In truss modernisation" solution

Eliminates the hoisting and transportation problems of bulky equipment, especially the safety concern, in an existing and operating shopping mall.

No building structural change, minimises disruption to the building and tenants during replacement works as they can remain in operation.

Without the disruption of removing the truss and replacing or upgrading the components, this upgrade provides a cost-saving and less complex solution.



Tuen Mun Town Plaza Phase II, Hong Kong

UV Light Sterile

Continuous sterilisation on escalator handrails utilises UV-C LED mature technologies to kill germs, bacteria and viruses. It could be applied to all crowded sites to reduce bacteria count on escalator.

UV-C LED disinfects the handrails effectively in an environmentally friendly way and leaves no harmful chemical residue.

**Step up to ensure your safety**

The auxiliary brake in an escalator is an important safety device to stop the escalator in case of an emergency or malfunction. It acts as a backup system when the main drive chain fails.

When the drive chain of the escalator falls off or breaks accidentally, the auxiliary brake engages automatically to carry out emergency braking to stop the escalator immediately. Likewise, once overspeed or running in reversed direction is detected, the auxiliary brake will activate and prevent any further accidents.

In Anlev's design, there are multiple ratchet teeth on the auxiliary brake. Comparing to traditional designs which consist of 4 or 8 ratchet teeth, we have quadrupled the ratchet teeth. When an emergency is detected, our auxiliary brake responds faster, minimising the escalator's travel distance before coming to a complete stop. This not only ensures passengers' safety, but also results in smoother stop in emergencies.

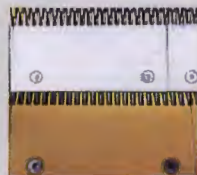


ENGINEERED BY CHOICE

STEP



COMB



STEP CHAIN ROLLER



70mm inside roller



80mm inside roller



100mm outside roller

SKIRTING



SKIRT BRUSH



SKIRT LIGHT



SKIRT LIGHTING



HANDRAIL LIGHTING



COMB LIGHT



HANDRAIL



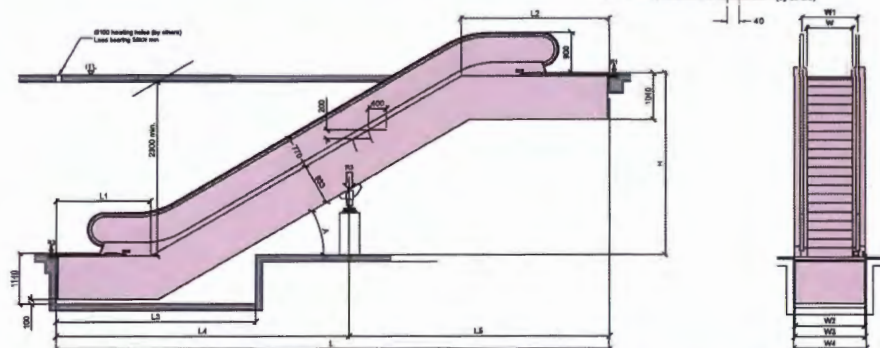
BALUSTRADE PANEL



EMERGENCY STOP BUTTON



Figure 1 is a technical cross-section diagram of a landing gear assembly. It shows the internal structure of the gear, including the landing plate, support truss, and various adjustment components. Key dimensions are indicated: a vertical distance of 148 from the top surface to the landing plate, a total height of 500, a horizontal distance of 190 from the centerline to the landing plate edge, and a horizontal distance of 40 from the centerline to the power and lighting inlet. The diagram also shows the landing plate support angle, level adjustment set screw, truss support angle, bearing plate, insulation pad, anchor plate, and power and lighting inlet. The width of the landing plate is labeled as W1.

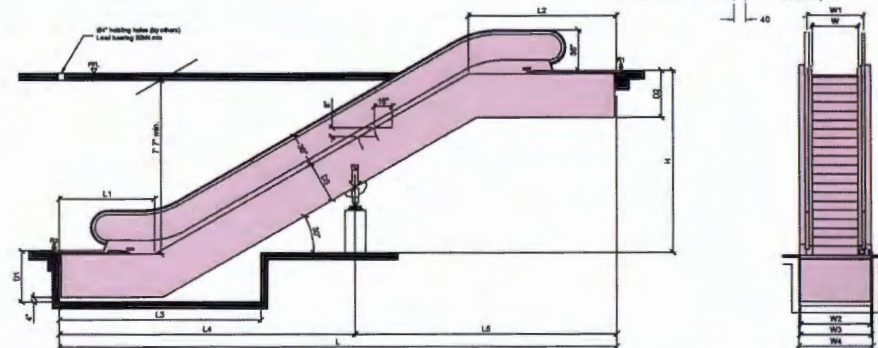
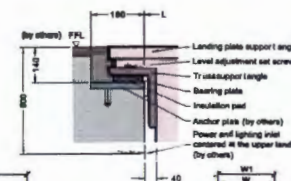


Model	A2C-30D	A2C-30T	A2C-35D	A2C-35T
Angle - A	30	30	35	35
Flat step	2	3	2	3
Rise - H	1100~16000	1100~16000	1250~16000	1250~16000
L	1.732H + 4765	1.732H + 5745	1.428H + 4905	1.428H + 5885
L1	2006	2496	2115	2605
L2	2759	3249	2790	3280
L3	4080	4570	3910	4400

Step width - W		A2C-30D	A2C-30T	A2C-35D	A2C-35T
600	R1 (kN)		0.0041L5 + 15.5		
	R2 (kN)		0.0041L4 + 7.8		
	R3 (kN)		0.0042SL + 9.5		
800	R1 (kN)		0.0045L5 + 16.1		
	R2 (kN)		0.0045L4 + 7.8		
	R3 (kN)		0.0045L + 10.5		
1000	R1 (kN)		0.005L5 + 17.5		
	R2 (kN)		0.005L4 + 8.5		
	R3 (kN)		0.0052L + 11.5		

Step width - W	600	800	1000
W1	835	1035	1235
W2	1192	1392	1592
W3	1160	1360	1560
W4	1240	1440	1640

A2T in accordance to EN 115-1:2017

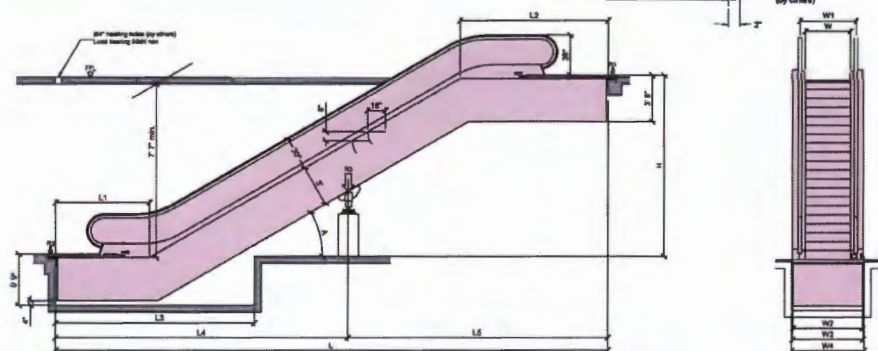


Model	A2T-30T/82	A2T-30T/102
Angle - A	30	30
Flat step	3	3
Rise - H	1100-16000	1100-16000
L	1.732H + 5745	1.732H + 8046
L1	2496	3346
L2	3249	4700
L3	4818	6200
D1	1105	1270
D2	1220	1420
D3	1045	1100

Step width - w		A2T-30T/82	A2T-30T/102
600	R1 (kN)	0.0041L5 + 15.5	0.0041L5 + 38
	R2 (kN)	0.0041L4 + 7.8	0.0041L4 + 26
	R3 (kN)	0.00425L + 9.5	0.00425L + 37
800	R1 (kN)	0.0045L5 + 16.1	0.0045L5 + 40
	R2 (kN)	0.0045L4 + 7.8	0.0045L4 + 27
	R3 (kN)	0.0045L + 10.5	0.0045L + 39
1000	R1 (kN)	0.005L5 + 17.5	0.005L5 + 42.5
	R2 (kN)	0.005L4 + 8.5	0.005L4 + 28.5
	R3 (kN)	0.0052L + 11.5	0.0052L + 41.5

	A2T-30T/82			A2T-30T/102		
Step width - W	600	800	1000	600	800	1000
W1	860	1060	1260	923	1123	1323
W2	1242	1442	1642	1300	1500	1700
W3	1160	1360	1560	1260	1460	1660
W4	1240	1440	1640	1340	1540	1740

Note : * 1) All dimensions in mm. * 2) If $H > 6000$, an intermediate support may be required, please consult Anlev. * 3) Additional space would be required for VWF.

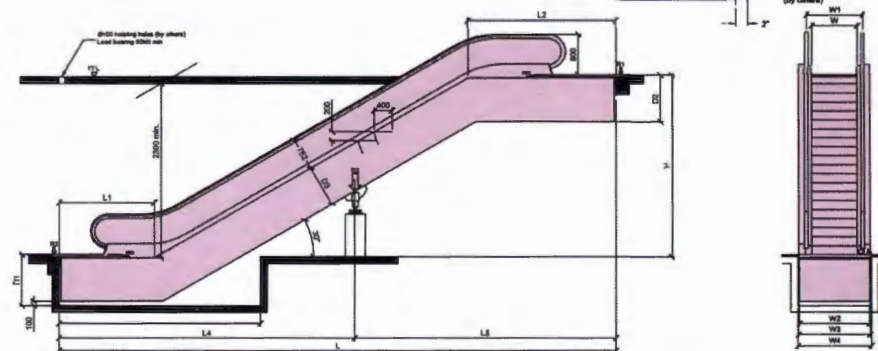
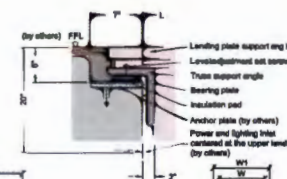


Model	A2C-30D	A2C-30T
Angle - A	30	30
Flat step	2	3
Rise - H	3' 7 5/16" - 52' 5 15/16"	3' 7 5/16" - 52' 5 15/16"
L	1,732H + 15' 5/8"	1,732H + 18' 3/16"
L1	6' 7"	8' 2 1/4"
L2	9' 5/8"	10' 7 15/16"
L3	13' 4 5/8"	14' 11 15/16"

Step width - W		A2C-30D	A2C-30T
24"	R1 (lb)		280.94L5 + 3485
	R2 (lb)		280.94L4 + 1754
	R3 (lb)		291.22L + 2136
32"	R1 (lb)		308.35L5 + 3620
	R2 (lb)		308.35L4 + 1754
	R3 (lb)		308.35L + 2361
40"	R1 (lb)		342.61L5 + 3934
	R2 (lb)		370L4 + 1911
	R3 (lb)		356.32L + 2585

Step width - W	24"	32"	40"
W1	2' 8 7/8"	3' 4 3/4"	4' 5/8"
W2	3' 10 15/16"	4' 6 13/16"	5' 2 11/16"
W3	3' 9 11/16"	4' 5 9/16"	5' 1 7/16"
W4	4' 13/16"	4' 8 11/16"	5' 4 9/16"

A2T In accordance to ASME A17.1-2022



Model	A2T-30T/82	A2T-30T/102
Angle - A	30	30
Flat step	3	3
Rise - H	3' 7 5/16"-52' 5 15/16"	3' 7 5/16"-52' 5 15/16"
L	1.732H + 18' 10 3/16"	1.732H + 26' 4 3/4"
L1	8' 2 1/4"	10' 11 3/4"
L2	10' 7 15/16"	15' 5 1/16"
L3	15' 9 11/16"	20' 4 1/8"
D1	3' 7 1/2"	4' 2"
D2	4' 1/16"	4' 7 7/8"
D3	3' 5 1/8"	3' 7 5/16"

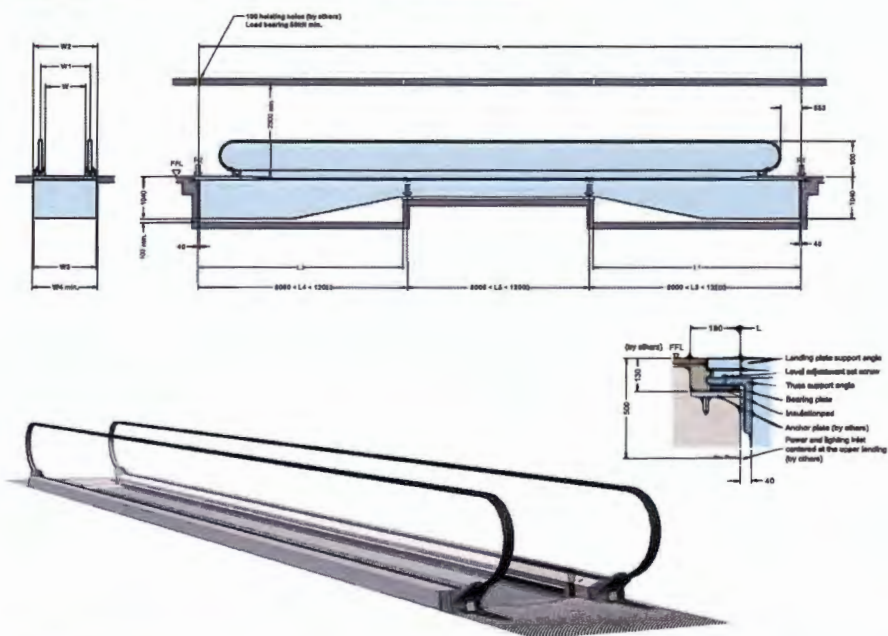
Step width - W		A2T-30T/82	A2T-30T/102
24"	R1 (lb/f)	280.94L5 + 3485	280.94L5 + 8543
	R2 (lb/f)	280.94L4 + 1754	280.94L4 + 5845
	R3 (lb/f)	291.22L + 2136	291.22L + 8318
32"	R1 (lb/f)	308.35L5 + 3420	308.35L5 + 8993
	R2 (lb/f)	308.35L4 + 1754	308.35L4 + 6070
	R3 (lb/f)	308.35L1 + 2361	308.35L1 + 8768
40"	R1 (lb/f)	342.61L5 + 3934	342.61L5 + 9555
	R2 (lb/f)	370L4 + 1911	370L4 + 6407
	R3 (lb/f)	356.32L + 2585	356.32L + 9330

	A2T-30T/82			A2T-30T/102		
Step width - W	24"	32"	40"	24"	32"	40"
W1	2' 9 7/8"	3' 5 3/4"	4' 1 5/8"	3' 5 1/6"	3' 8 3/16"	4' 1 1/16"
W2	4' 7/8"	4' 8 3/4"	5' 1 5/8"	4' 3 3/16"	4' 11 1/16"	5' 6 15/16"
W3	3' 9 11/16"	4' 5 9/16"	5' 1 7/16"	4' 1 5/8"	4' 9 1/2"	5' 5 3/8"
W4	4' 13 1/16"	4' 8 11/16"	5' 4 9/16"	4' 4 3/8"	5' 5/8"	5' 8 1/2"

Note : * 1) Intermediate support may be required, please consult your local Anlev representative. * 2) For seismic zone, please consult Anlev. * 3) Additional space would be required for VWF.

ENGINEERING DATA

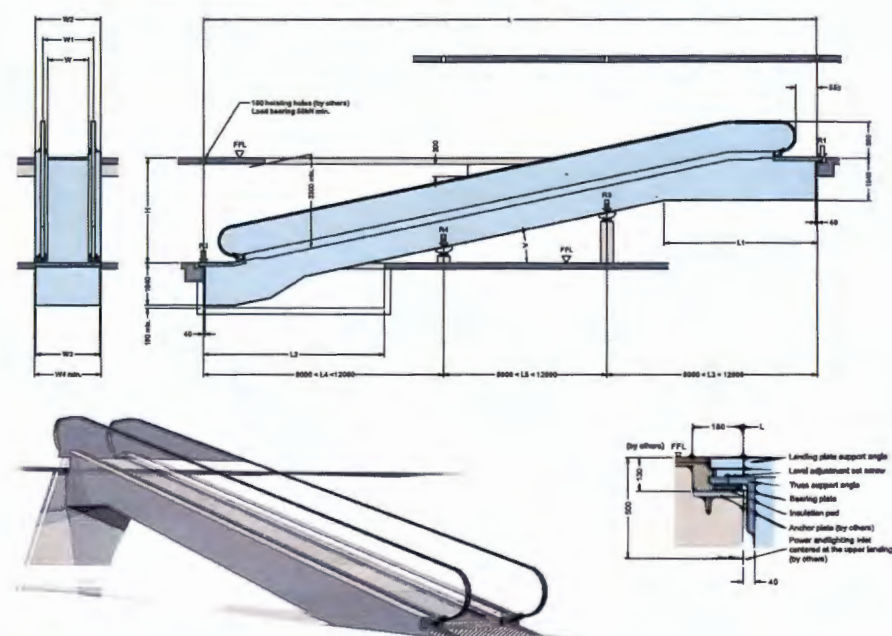
ST - Horizontal in accordance to EN 115-1:2017



Model	ST-0000			
L	134000 max.			
L1	5500 max.			
L2	5500 max.			
Pallet width - W	800	1000	1200	1400
W1	1035	1235	1435	1635
W2	1392	1592	1792	1992
W3	1360	1560	1760	1960
W4	1440	1640	1840	2040

Note : * 1) All dimensions in mm. * 2) Please consult Arvel for intermediate support and reaction loads. * 3) Additional space would be required for VVVF.

ST - Inclined in accordance to EN 115-1:2017

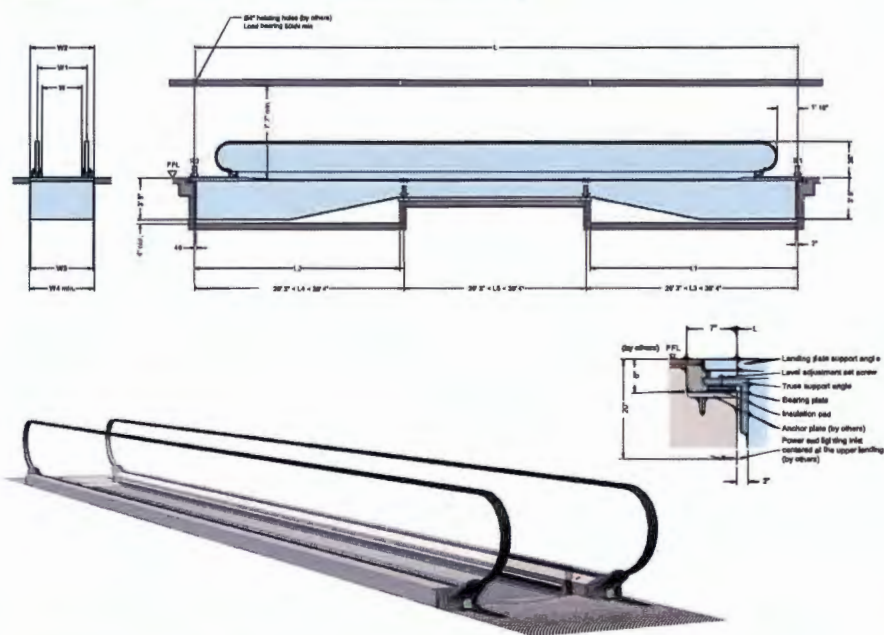


Model	ST-1040	ST-1044	ST-1140	ST-1144	ST-1240	ST-1244
Angle - A	10°	10°	11°	11°	12°	12°
Rise - H	1500 - 10340					
L	5,6713H + 2951	5,6713H + 4436	5,1446H + 2977	5,1446H + 4488	4,7046H + 3003	4,7046H + 4541
L1	3934	3934	3790	3790	3672	3672
L2	5750	7260	5300	6830	4900	6480
Pallet Width - W	800		1000			
W1	1035		1235			
W2	1392		1592			
W3	1360		1560			
W4	1440		1640			

Note : * 1) All dimensions in mm. * 2) Please consult Arvel for intermediate support and reaction loads. * 3) Additional space would be required for VVVF.

ENGINEERING DATA

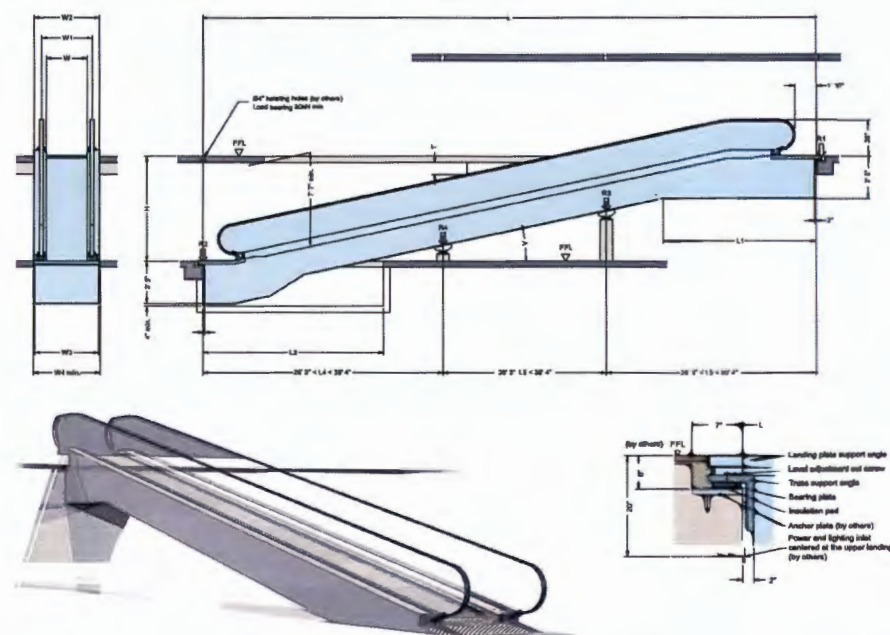
ST - Horizontal in accordance to ASME A17.1-2022



Model	ST-0000			
L	43' 8" max.			
L1	18' max.			
L2	18' max.			
Pallet width - W	36"	40"	48"	56"
W1	3' 4 3/4"	4' 5/8"	4' 8 1/2"	5' 4 3/8"
W2	4' 6 13/16"	5' 2 11/16"	5' 10 9/16"	6' 6 7/16"
W3	4' 5 9/16"	5' 1 7/16"	5' 9 5/16"	6' 5 3/16"
W4	4' 8 11/16"	5' 4 9/16"	6' 7/16"	6' 8 5/16"

Note: * 1) Intermediate support may be required, please consult Anlex. * 2) Additional space would be required for VVV.

ST - Inclined in accordance to ASME A17.1-2022



Model	ST-1040	ST-1044	ST-1140	ST-1144	ST-1240	ST-1244
Angle - A	10°	10°	11°	11°	12°	12°
Rise - H	4' 11" - 33' 11"					
L	5.6713H + 9' 8 3/16"	5.6713H + 14' 6 5/8"	5.1446H + 9' 9 3/16"	5.1446H + 14' 8 11/16"	4.7046H + 9' 10 1/4"	4.7046H + 14' 10 3/4"
L1	12' 10 7/8"	12' 10 7/8"	12' 5 3/16"	12' 5 3/16"	12' 9 1/16"	12' 9 1/16"
L2	18' 10 3/8"	23' 9 13/16"	17' 4 11/16"	22' 4 7/8"	16' 15/16"	21' 3 1/8"
Pallet width - W	36"			40"		
W1	3' 4 3/4"			4' 5/8"		
W2	4' 6 13/16"			5' 2 11/16"		
W3	4' 5 9/16"			5' 1 7/16"		
W4	4' 8 11/16"			5' 4 9/16"		

Note: * 1) Intermediate support may be required, please consult Anlex. * 2) Additional specs would be required for VVV.

ANLEV

Anlev Elevator Group

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A member of
ATAL Engineering Group



Website



LinkedIn

www.anlev.com





Date: January 30, 2025

Re: FLL Airport- Southwest Elevator's Capabilities & Response to RFI

1. Ability to Provide the Required Services

Southwest Elevator is an independent union elevator company that specializes in **modernization, maintenance, new construction, and repair services** for all types of elevators and escalators, regardless of manufacturer or vintage. We have a proven track record of successfully modernizing and maintaining vertical transportation systems, including complex projects across all of markets which consists of South Florida, Central Florida, Dallas Texas, Houston Texas, Austin Texas, San Antonio Texas, and Nevada.

- **Maintenance & Repair:** Our certified union technicians, trained by the IUEC ensure that all maintenance and repair work exceeds industry-leading standards. We service all major brands of vertical transportation equipment and are able to repair any type of equipment and supply parts as we have vendor relations with all the OEM 3rd party suppliers as well as certified repair shops across the US.
- **Modernization:** Southwest Elevator exclusively uses non-proprietary equipment for modernization projects and has established strong vendor relationships with all major non-proprietary equipment manufacturers. This ensures flexibility, easier access to replacement parts, and long-term cost savings for our clients.
- **New Construction:** Southwest Elevator is a distribution partner in multiple markets with [KÖHLER Elevator GmbH](#) a renowned German-based elevator and escalator manufacturer and global supplier.
- **Schindler Equipment Experience:** Our team has extensive experience with Schindler equipment and a deep understanding of the unique challenges associated with proprietary systems. Additionally, we have a highly skilled team of mechanics, engineers, and managers, many of whom spent most of their career at Schindler, bringing invaluable expertise and insight into servicing and repairing their equipment.

2. Addressing Proprietary "Schindler Ahead" System

The "Schindler Ahead" system is a proprietary electronic monitoring system. Southwest Elevator does not monitor this system, as it is exclusive to Schindler. However, this system can be disconnected, allowing for alternative solutions, and disconnecting the system will not cause any harm to the use of your elevators.

Alternative Monitoring Solutions:

- **Third-Party Monitoring Options** – There are multiple third-party monitoring companies that specialize in providing advanced, non-proprietary monitoring solutions. These systems offer comparable or enhanced functionality if a monitoring system is important to your property.
- **Modernization Flexibility** – If modernization is required, Southwest Elevator can integrate non-proprietary equipment that allows for open-market monitoring solutions rather than being locked into a single manufacturer's system.

Thank you,

Brooke Cavinder

SW Elevators, LLC



AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

Response to Vendor Submissions

DATE: February 20, 2025

TO: Purchasing Division

FROM: Norman Schwartz, Expansion Project Administrator

SUBJECT: Response to Vendor Submissions for Broward County Request for Information (RFI) #PNC2120792P1 – “Escalator & Elevator Replacement and Maintenance”

After review of the RFI responses submitted by TEI Group (“TEI”) and Southwest Elevator Company (“Southwest Elevator”), Broward County’s Aviation Department (“BCAD”) has concluded these companies are not able to provide modernization, replacement, maintenance and repair services for elevators and escalators at FLL.

During our vetting of the vendors’ responses two questions were posed directly via email: “Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?”, and “Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Shindler OEM equipment and software as it pertains to the proprietary “Schindler Ahead” electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?”.

The response received from the representative for TEI confirmed that Schindler would not sell the equipment and software necessary for Schindler Ahead to an outside party, and that any equipment they provide would be from a third-party, not Schindler OEM. The response received from Southwest Elevator was of a similar nature, their equipment would be from third-party supplier, not Schindler, and they cannot monitor the Schindler Ahead software.

BCAD believes this confirms the proprietary nature of Schindler Ahead as per Schindler's memo and further supports our conclusion that these companies cannot perform the services required for the proposed project. Currently 148 pieces of vertical and horizontal people mover equipment are installed at FLL, of which 125 (84%) were manufactured by Schindler Elevator Corporation (Schindler). The proposed project will modernize the equipment installed in T1. Should an alternate vendor be awarded a contract for this project, the alternate vendor would have to provide, install, and maintain Schindler OEM parts, and would not have access to the proprietary Schindler Ahead electronic monitoring system already in use throughout FLL. The alternate vendor would have to provide and retrofit third party monitoring equipment and software, and BCAD would lose the dollars invested for labor and training to implement Schindler Ahead. This has been confirmed by the responses and submissions received. In addition, it isn't fiscally feasible for BCAD to operate and monitor two different systems, manage two separate maintenance agreements, and overhaul training for affected staff at FLL. The addition of an alternate manufacturer would not allow for operational compatibility, remote monitoring, and timely maintenance and repair of all units installed at FLL.

Thank you,

Norman I. Schwartz, AIA, NCARB, LEED GA | Expansion Project Administrator
Broward County Aviation Department | Airport Development
320 Terminal Drive | Suite 200 (Terminal 4) | Fort Lauderdale, FL 33315
Tel: 954-359-2302 | Cell: 954-779-0830
Email: nschwartz@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

This email has been scanned by Inbound Shield.

Schwartz, Norman

From: Brooke Cavinder <bcavinder@southwestelevator.com>
Sent: Thursday, February 13, 2025 4:28 PM
To: Schwartz, Norman
Cc: Callwood, Sierra
Subject: Re: RFI Responses - T1 Elevators/Escalators

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This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Report Suspicious or Report Phish button.

[Report Suspicious](#)

Hi Norman –

a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?

Yes, we have the capability to maintain and repair Schindler OEM elevators and escalators and parts. We are a union shop just like Schindler, so we have the same talent pool we hire from and have technicians and manager that have worked on Schindler equipment 15+ years before they came to work for SWE. We maintain Schindler equipment all of the South Florida market currently and have never had any issues doing so or getting parts to repair Schindler equipment. All the OEMs have a third-party parts supplier so we can get all the same parts they can through their third-party supplier (Adams). If we were to modernize or install new equipment at the airport, we would install new Non-Proprietary equipment not Schindler equipment.

b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Schindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?

As mentioned in my cover page we do not monitor the "Schindler Ahead" system because it is a proprietary electronic monitoring system that only Schindler can maintain. However, this system can be disconnected, allowing for alternative solutions, and disconnecting the system will not cause any harm to the use of your elevators. We can definitely modernize the elevators to not have this system, replace / remove this system.

Please let me know if you have any other questions!

Brooke Cavinder
 Business Development Manager – Florida

6500 NW 12th Ave Suite 114
 Fort Lauderdale, Florida 33309

☎ (602)-770-5787
 ✉ bcavinder@southwestelevator.com
 🌐 www.southwestelevator.com



From: Schwartz, Norman <NSCHWARTZ@broward.org>
Date: Tuesday, February 11, 2025 at 4:00 PM
To: Brooke Cavinder <bcavinder@southwestelevator.com>
Cc: Callwood, Sierra <SCALLWOOD@broward.org>
Subject: RFI Responses - T1 Elevators/Escalators

Good Afternoon,

We have received your response to Broward County's RFI #PNC2129612F1 – "Escalator & Elevator Replacement and Maintenance". Please respond to the queries below:

- a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?
- b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Shindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?

Thank you,

Norman I. Schwartz, AIA, NCARB, LEED GA | Expansion Project Administrator
Broward County Aviation Department | Airport Development
320 Terminal Drive | Suite 200 (Terminal 4) | Fort Lauderdale, FL 33315
Tel: 954-359-2302 | Cell: 954-779-0830
Email: nschwartz@broward.org

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Schwartz, Norman

From: Danny Benoit <dbenoit@teigroup.com>
Sent: Thursday, February 13, 2025 3:22 PM
To: Schwartz, Norman
Cc: Callwood, Sierra
Subject: RE: RFI Responses - T1 Elevators/Escalators
Attachments: cm-brochure-2023.pdf

External Email Warning

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[Report Suspicious](#)

Please see below answers in blue and the attached brochure:

- a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?
 - a. Installation: NO; We purchase only third-party non-proprietary equipment but can install any type of elevator or escalator, it will just not be manufactured by Schindler.
 - b. Modernization: NO; We purchase only third-party non-proprietary equipment but can install any type of elevator or escalator, it will just not be manufactured by Schindler.
 - c. Replacement/Repair/Maintenance: YES; We purchase replacement parts from ADAMS which is Schindler's sister company that sells Schindler parts to other elevator companies. Some equipment is "unit specific" and might only be sold from Schindler and at times we are able to procure from our parts sourcing consultant but there might be limitations to some software and hardware that only Schindler can handle.
- b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Shindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?
 - a. Schindler Monitoring: NO; we cannot purchase Schindler Monitoring equipment or utilize that software platform as it is proprietary to Schindler only. We can however install a third party monitoring system that is capable of going on all different elevators and escalators (existing and new units) so that you would have the ability to hire any elevator maintenance company and not be locked to just one vendor. I have attached a brochure outlining the product and this is currently being installed in JFK's new terminal.

Danny Benoit
 Vice President of Sales - Southeast Region - TEI Group
 9836 Currie Davis Drive, Tampa, FL 33619
 Cell: 352-206-4033



www.teigroup.com |  LinkedIn

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From: Schwartz, Norman <NSCHWARTZ@broward.org>
Sent: Thursday, February 13, 2025 9:56 AM
To: Danny Benoit <dbenoit@teigroup.com>
Cc: Callwood, Sierra <scallwood@broward.org>
Subject: RE: RFI Responses - T1 Elevators/Escalators

Danny-

Per our discussion BCAD is expecting your response by tomorrow on the questions below.

Thank you,

Norman I. Schwartz, AIA, NCARB, LEED GA | Expansion Project Administrator
 Broward County Aviation Department | Airport Development
 320 Terminal Drive | Suite 200 (Terminal 4) | Fort Lauderdale, FL 33315
 Tel: 954-359-2302 | Cell: 954-779-0830
 Email: nschwartz@broward.org

From: Schwartz, Norman
Sent: Tuesday, February 11, 2025 4:01 PM
To: DBenoit@teigroup.com
Cc: Callwood, Sierra <SCALLWOOD@broward.org>
Subject: RFI Responses - T1 Elevators/Escalators

Good Afternoon,

We have received your response to Broward County's RFI #PNC2129612F1 – "Escalator & Elevator Replacement and Maintenance". Please respond to the queries below:

- a. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain Schindler OEM equipment for purposes of installation, modernization, replacement of individual parts, maintenance, and repair of elevators and escalators at FLL?
- b. Does your company have the ability, through authorization, partnership, certification, and/or other means (please specify), to obtain and/or monitor Schindler OEM equipment and software as it pertains to the proprietary "Schindler Ahead" electronic monitoring system? In addition to obtaining the equipment/software in question, is your company able to install, modernize, replace, maintain (i.e updates, patches, etc.), and repair said equipment and software?

PNC2130408C1 T1 Elevators & Escalators Replacement
Bid Tabulation

Schindler Elevator Corporation

Bid Amount	\$ 6,707,304.00
Allowance	\$ 706,269.86
Total	\$ 7,413,573.86

#	Items	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Extended Amount
1	Group 1 (11)					
#1-1	General Requirements	a. General Conditions, b. Insurance, c. Performance and Payment Bonds, d. Mobilization, e. Maintenance of Traffic General Requirements (a+b+c+d+e)	1	lump sum	\$17,408.00	\$ 17,408.00
#1-2	T1 EL 07	Modernization (remove and replace) of Terminal 1 Elevator No. 7 in accordance with Scope	1	lump sum	\$306,384.00	\$306,384.00
#1-3	T1 EL 08	Terminal 1 Elevator No. 8 in accordance with Scope	1	lump sum	\$306,384.00	\$306,384.00
#1-4	T1 EL 09	Terminal 1 Elevator No. 9 in accordance with Scope	1	lump sum	\$290,438.00	\$290,438.00
#1-5	T1 EL 01	Terminal 1 Elevator No. 1 in accordance with Scope	1	lump sum	\$306,625.00	\$306,625.00
#1-6	T1 EL 02	Terminal 1 Elevator No. 2 in accordance with Scope	1	lump sum	\$306,625.00	\$306,625.00
#1-7	T1 EL 03	Terminal 1 Elevator No. 3 in accordance with Scope	1	lump sum	\$290,438.00	\$290,438.00
#1-8	CB EL 01	Concourse B Elevator No. 1 in accordance with Scope	1	lump sum	\$261,795.00	\$261,795.00
#1-9	CB EL 02	Concourse B Elevator No. 2 in accordance with Scope	1	lump sum	\$260,416.00	\$260,416.00
#1-10	CC EL 01	Modernization (remove and replace) of Concourse C Elevator No. 1 in accordance with Scope	1	lump sum	\$223,060.00	\$223,060.00
#1-11	Administration of Sole Sources	Administration of Sole Sources [NextGen Security, LLC and SGI Matrix, LLC] in accordance with Special Instructions to Vendors	1	lump sum	\$4,981.00	\$4,981.00
2	Group 2 (8)					
#2-1	T1 ES 01	Modernization (remove and replace) of Terminal 1 Escalator No. 1 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25
#2-2	T1 ES 02	Terminal 1 Escalator No. 2 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25
#2-3	T1 ES 03	Terminal 1 Escalator No. 3 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25
#2-4	T1 ES 04	Terminal 1 Escalator No. 4 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25
#2-5	T1 ES 07	Terminal 1 Escalator No. 7 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25
#2-6	T1 ES 08	Terminal 1 Escalator No. 8 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25
#2-7	T1 ES 09	Terminal 1 Escalator No. 9 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25
#2-8	T1 ES 10	Terminal 1 Escalator No. 10 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25



TO: Yohanna de Francisco, Senior Purchasing Agent
Purchasing Division

FROM: Mariana Pitiriciu, Director of Capital Projects
Broward County Aviation Department

SUBJECT: Solicitation No.: PNC2130408C1
Terminal 1 Elevators and Escalators Replacement (FLL)

Recommended Vendor: Schindler Elevator Corporation
Recommended Group(s)/Line Item(s): 1-1 to 1-11, & 2-1 to 2-8
Initial Award Amount: \$ 7,413,573.86 Potential Total Amount: \$ 7,413,573.86
Initial Contract Term: Fixed Purchase Contract Term, including Renewals: Fixed Purchase

CONCURRENCE:

- ☒ The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility, which includes license requirements (if applicable). I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

FINANCIAL BACKGROUND/D & B REPORT: (check one)

- ☒ I am satisfied with the Vendor's financial background and/or rating and payment performance.
☐ Not applicable Provide explanation if choosing this option

LITIGATION HISTORY: (check one)

- ☒ I have reviewed the Litigation History Form and there is no issue of concern.
☐ Refer to additional information from the Office of the County Attorney to address an issue/concern.

PAST PERFORMANCE: (check all that apply)

I have reviewed the Vendor's past Performance Evaluations in ContractsCentral and:

- ☒ Vendor received an overall rating ≥ 2.59 on all evaluations.
☐ No evaluations within the past three years contained any items rated a score of 2 or less.
☐ Vendor received a rating ≤ 2.59 on an evaluation(s). Refer to additional information.
☐ Vendor received a score of ≤ 2 on an individual item(s). Refer to additional information.
☐ Past evaluations are not relevant to the scope of this contract.
☐ No past Performance Evaluations exist in ContractsCentral.

AND

- ☒ Reference Verification Forms are attached.

OR

- ☐ Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$100,000 and the Vendor has a Performance Evaluation within the past three years.

NON-CONCURRENCE:

- ☐ I do not concur. Detailed reason for non-concurrence is attached, including the reference to any bid requirement.

TYPED NAME OF SIGNER: Mariana Pitiriciu
(Individual authorized to administer the contract.)

TITLE: Director of Capital Projects/Contract Administrator

SIGNATURE: Mariana Pitiriciu Digitally signed by Mariana Pitiriciu
Date: 2025.06.18 15:52:21 -04'00' DATE: 6/18/25



AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

MEMORANDUM

DATE: June 3, 2025

TO: Sierra Callwood, Contract/Grant Administrator, Aviation

FROM: Kirsten Ruus, Enterprise Assistant Director of Finance, Aviation *KR*

SUBJECT: PNC2130408C1 - T1 Elevator and Escalator Replacement

This memorandum provides a review of the financial statements for the respondents of the abovementioned solicitation.

The solicitation specified that each vendor shall submit its most recent two years of financial statements for review to be in the form of balance sheets, incomes statements and annual reports, or tax returns or SEC filings. The financial statements are not required to be audited statements. The financial review of these statements is not intended to provide an opinion on the financial statements, but to determine whether the vendor has met the element of responsibility. The review is intended to disclose whether the respondent submitted all of the required financial documents requested and to make the contract administrator aware of any reportable condition and/or apparent issues in the financial statements that would indicate the firm is not capable of performing the services specified in the solicitation.

Reportable conditions include negative equity, net loss in its latest fiscal year, and/or current ratios less than 1.0. A current ratio of 1.0 or higher generally indicates that a firm can meet its financial obligations in a timely manner. The current ratio is calculated by dividing current assets by current liabilities. A reportable condition is not necessarily indicative of a firm's inability to perform but may be one of many factors the contract administrator considers in the evaluation.

There was 1 respondent: Schindler Group

FINANCIAL REVIEW SUMMARY

RF#	PNC213040BC1 T1 Elevator & Escalator Replacement
Agency	Broward County Aviation Department
PM	Norman Schwartz
# of Responses	1



Firm Name: Schindler Group											
Confidentiality:											
	Financials Provided	Audited?	Gross Revenue	Net Profit/(Loss)	Equity (E)	Current Assets (CA)	Current Liabilities (CL)	Total Assets (TA)	Total Liabilities (TL)	Debt to Equity Ratio (TL/E) ¹	Current Ratio (CA/CL) ²
FY Ending December 31, 2023	Balance Sheet and Income Statement	Y - Audited	\$ 11,494,000,000.00	\$ 935,000,000.00	\$ 4,708,000,000.00	\$ 7,824,000,000.00	\$ 5,594,000,000.00	\$ 11,308,000,000.00	\$ 6,600,000,000.00	1.40	1.40
FY Ending December 31, 2024	Balance Sheet and Income Statement	Y - Audited	\$ 11,236,000,000.00	\$ 1,010,000,000.00	\$ 5,049,000,000.00	\$ 8,288,000,000.00	\$ 5,824,000,000.00	\$ 11,997,000,000.00	\$ 6,948,000,000.00	1.38	1.42

Comments: Financials are presented in Swiss Francs, which is the parent entity's functional currency. This financial review is more focused on financial ratios, thus the currency presented would not impact this ratio analysis.

Firm Name:											
Confidentiality:											
	Financials Provided	Audited?	Gross Revenue	Net Profit/(Loss)	Equity (E)	Current Assets (CA)	Current Liabilities (CL)	Total Assets (TA)	Total Liabilities (TL)	Debt to Equity Ratio (TL/E) ¹	Current Ratio (CA/CL) ²
FY Ending December 31, XXXX	Audited Financials	Y-Audited								#DIV/0!	#DIV/0!
FY Ending December 31, XXXX	Audited Financials	Y_Audited								#DIV/0!	#DIV/0!

Comments:

Firm Name:											
Confidentiality:											
	Financials Provided	Audited?	Gross Revenue	Net Profit/(Loss)	Equity (E)	Current Assets (CA)	Current Liabilities (CL)	Total Assets (TA)	Total Liabilities (TL)	Debt to Equity Ratio (TL/E) ¹	Current Ratio (CA/CL) ²
FY Ending December 31, XXXX	Balance Sheet and Income Statement	N - Audited								#DIV/0!	#DIV/0!
FY Ending December 31, XXXX	Balance Sheet and Income Statement	N - Audited								#DIV/0!	#DIV/0!

Comments:

- (1) Debt to Equity ratio is a measure of a company's financial leverage calculated by dividing its total liabilities by stockholders' equity. It indicates what proportion of equity and debt the company is using to finance its assets. A high debt/equity ratio generally means that a company has been aggressive in financing its growth with debt.
- (2) The Current Ratio is a liquidity ratio that measures a company's ability to pay short-term obligations. The higher the current ratio, the more capable the company is of paying its obligations. A ratio under 1.0 suggests that the company would be unable to pay off its obligations if they came due at that point.



ANDREW J. MEYERS, County Attorney

Aviation Office • 320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100 • FAX 954-359-1292

MEMORANDUM

TO: Norman Schwartz, Project Manager

FROM: Alexander J. Williams, Jr., Senior Assistant County Attorney

DATE: June 1, 2025

RE: **Litigation Review for Request for PNC2130408C1 T1 Elevator and Escalator Replacement**

We reviewed the litigation history between Broward County and proposing vendor **Schindler Elevator Corporation** ("Vendor"), and the Litigation History Forms submitted by the Vendor.

X No record of litigation during the last five (5) years between Broward County and the proposing Vendor for this solicitation.

Litigation history with Broward County does exist with the proposing Vendors for this solicitation in last five (5) years.

In addition, we reviewed the Litigation History Forms submitted by the Vendor regarding material case history between the Vendor and third parties during the last three years.

X No record of material case history between Vendors and third parties during the last three years.

Material case history exists with the Vendors and third parties for this solicitation in last three (3) years. However, based on our analysis of the applicable litigation, we do not believe it presents a concern regarding responsibility.

Material case history exists with the Vendors and third parties for this solicitation in last three (3) years. Based on our analysis, one or more of these disclosed cases presents a concern regarding responsibility that should be considered.

**Vendor Reference Verification Form for Bids and Quotes**

Broward County Solicitation No. and Title: PNC2130408C1 - Terminal 1 Elevators & Escalators Replacement

Reference for (Name of Firm): Schindler Elevator

Organization/Firm Name providing reference: Hillsborough County Aviation Authority

Contact Name: Eric Sugrue

Title: Systems Automation Manager

Contact Email: ESugrue@tampaairport.com

Contact Phone: (813) 927-2003

Name of Referenced Project: MAIN TERMINAL ELEVATOR MODERNIZATION

Contract No. HCAA PROJECT NO. 6780 21

Contract Amount: 7,257,220.00

Date Services Provided: Dec 2020 - Aug 2023

(list date range or date services began until "current")

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/SubcontractorWould you use this vendor again? ☒ Yes ☐ No If No, please specify in Additional Comments (below).**Description of services provided by Vendor:**

Upgraded 24 traction elevators in TPA's Main terminal. Updated Schindler Controls, New Schindler AC Regen Drives, New

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	☐	☐	☒	☐
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
2. Vendor's Organization:	☐	☐	☒	☐
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Turnover	☐	☒	☐	☐
3. Timeliness of:	☐	☒	☐	☐
a. Project	☐	☒	☐	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments: (provide on additional sheet if needed)

References Checked By

Name: Norman Schwartz

Title: Expansion Project Administrator

Division/Department: Broward County Aviation Department

Date of Verification: 6/17/25



Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Terminal 1 Elevators & Escalators Replacement PNC2130408C1

Reference for (Name of Firm): Schindler Elevator Corporation

Organization/Firm Name providing reference: Miami Dade Aviation Department (MDAD)

Contact Name: Isaac Smith Title: Asst. Director

Contact Email: ISmith@flymia.com Contact Phone: (305) 903-5712

Name of Referenced Project: Elevator & Escalator Maint.

Contract No. SS1245-3/27 (EVN 0000037) Contract Amount: \$62 M (\$600M)

Date Services Provided: 10/1/22 - 9/30/27

(list date range or date services began until "current")

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☒ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	☐	☐	☒	☐
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
2. Vendor's Organization:	☐	☐	☒	☐
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Turnover	☐	☐	☒	☐
3. Timeliness of:	☐	☐	☒	☐
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments: (provide on additional sheet if needed)

References Checked By

Name: Norman Schwartz

Title: Expansion Project Administrator

Division/Department: Broward County Aviation Department

Date of Verification: 6/17/25

**Vendor Reference Verification Form for Bids and Quotes**

Broward County Solicitation No. and Title: PNC2130408C1 - Terminal 1 Elevators & Escalators Replacement

Reference for (Name of Firm): Orlando International Airport

Organization/Firm Name providing reference: Orlando International Airport

Contact Name: Eugene Angel

Title: Manager-Facilities

Contact Email: eugene.angel@goaa.org

Contact Phone: (404) 825-3628

Name of Referenced Project: Elevators, Escalators and Moving Walkways Maintenance and Repair Services

Contract No. 01-21

Contract Amount: 28,894,548.00

Date Services Provided: 06/01/2021 to current

(list date range or date services began until "current")

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/SubcontractorWould you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).**Description of services provided by Vendor:**

Elevator, Escalator and Moving Walkways Maintenance and Repairs

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	☐	☐	☒	☐
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
2. Vendor's Organization:	☐	☐	☒	☐
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☒	☐	☐
c. Turnover	☐	☐	☒	☐
3. Timeliness of:	☐	☐	☒	☐
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments: (provide on additional sheet if needed)

Schindler Elevator Corporation currently serves as the maintenance and repair contractor for 196 elevators, 128 escalators, and 17 moving walkways at Orlando International Airport under Contract 01-21: Elevators, Escalators, and Moving Walkways Maintenance and Repair Services. In addition to their ongoing maintenance responsibilities, Schindler is also performing the installation of new units in our C-Terminal Pedestrian Bridge and gate expansion projects. Throughout the term of our agreement, Schindler has consistently delivered a high level of professionalism, technical expertise, operational reliability, and safety. Their team is dedicated to ensuring high system uptime, which is essential for maintaining safe, efficient, and uninterrupted movement of travelers across our airport campus. We have found Schindler's leadership to be responsive, engaged, and highly attuned to the complex and demanding operational needs of a major international airport. Their proactive approach and commitment to service excellence continue to support our mission of providing world-class service to our passengers. We highly recommend Schindler Elevator Corporation to any organization in need of reliable and expert vertical transportation services.

References Checked By

Name: Norman Schwartz

Title: Expansion Project Administrator

Division/Department: Broward County Aviation Department

Date of Verification: 06/17/2025

PRICE ANALYSIS

Bid No. PNC2130408C1

Bid Title: T1 Elevators & Escalators Replacement

Purchasing Agent: Yohanna de Francisco

Bid Posted: May 20, 2025

Bid Opened: May 28, 2025

Bid Submittals: Private Quote



				Schindler Elevator Corporation				Agency Estimate		
#	Items	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Extended Amount	Unit Price	Total	% Difference	
	General Requirements	a. General Conditions, b. Insurance, c. Performance and Payment Bonds, d. Mobilization, e. Maintenance of Traffic								
#1-1	General Requirements	General Requirements (a+b+c+d+e)	1	lump sum	\$17,408.00	\$17,408.00	\$20,000.00	\$20,000.00	-13%	
#1-2	T1 EL 07	Modernization (remove and replace) of Terminal 1 Elevator No. 7 in accordance with Scope	1	lump sum	\$306,384.00	\$306,384.00	\$300,000.00	\$300,000.00	2%	
#1-3	T1 EL 08	Modernization (remove and replace) of Terminal 1 Elevator No. 8 in accordance with Scope	1	lump sum	\$306,384.00	\$306,384.00	\$300,000.00	\$300,000.00	2%	
#1-4	T1 EL 09	Modernization (remove and replace) of Terminal 1 Elevator No. 9 in accordance with Scope	1	lump sum	\$290,438.00	\$290,438.00	\$300,000.00	\$300,000.00	-3%	
#1-5	T1 EL 01	Modernization (remove and replace) of Terminal 1 Elevator No. 1 in accordance with Scope	1	lump sum	\$306,625.00	\$306,625.00	\$300,000.00	\$300,000.00	2%	
#1-6	T1 EL 02	Modernization (remove and replace) of Terminal 1 Elevator No. 2 in accordance with Scope	1	lump sum	\$306,625.00	\$306,625.00	\$300,000.00	\$300,000.00	2%	
#1-7	T1 EL 03	Modernization (remove and replace) of Terminal 1 Elevator No. 3 in accordance with Scope	1	lump sum	\$290,438.00	\$290,438.00	\$300,000.00	\$300,000.00	-3%	
#1-8	CB EL 01	Modernization (remove and replace) of Concourse B Elevator No. 1 in accordance with Scope	1	lump sum	\$261,795.00	\$261,795.00	\$300,000.00	\$300,000.00	-13%	
#1-9	CB EL 02	Modernization (remove and replace) of Concourse B Elevator No. 2 in accordance with Scope	1	lump sum	\$260,416.00	\$260,416.00	\$300,000.00	\$300,000.00	-13%	
#1-10	CC EL 01	Modernization (remove and replace) of Concourse C Elevator No. 1 in accordance with Scope	1	lump sum	\$223,060.00	\$223,060.00	\$300,000.00	\$300,000.00	-26%	
#1-11	Admin of Sole Sources	Administration of Sole Sources [NextGen Security, LLC and SGI Matrix, LLC] in accordance with Special Instructions to Vendors	1	lump sum	\$4,981.00	\$4,981.00	\$0.00	\$0.00		
Subtotal Group 1 - Elevators						\$2,574,554.00		\$2,720,000.00	-5%	
#2-1	T1 ES 01	Modernization (remove and replace) of Terminal 1 Escalator No. 1 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25	\$525,000.00	\$525,000.00	-4%	
#2-2	T1 ES 02	Modernization (remove and replace) of Terminal 1 Escalator No. 2 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25	\$525,000.00	\$525,000.00	-4%	
#2-3	T1 ES 03	Modernization (remove and replace) of Terminal 1 Escalator No. 3 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25	\$525,000.00	\$525,000.00	-4%	
#2-4	T1 ES 04	Modernization (remove and replace) of Terminal 1 Escalator No. 4 in accordance with Scope	1	lump sum	\$504,335.25	\$504,335.25	\$525,000.00	\$525,000.00	-4%	
#2-5	T1 ES 07	Modernization (remove and replace) of Terminal 1 Escalator No. 7 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25	\$525,000.00	\$525,000.00	1%	
#2-6	T1 ES 08	Modernization (remove and replace) of Terminal 1 Escalator No. 8 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25	\$525,000.00	\$525,000.00	1%	
#2-7	T1 ES 09	Modernization (remove and replace) of Terminal 1 Escalator No. 9 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25	\$525,000.00	\$525,000.00	1%	
#2-8	T1 ES 10	Modernization (remove and replace) of Terminal 1 Escalator No. 10 in accordance with Scope	1	lump sum	\$528,852.25	\$528,852.25	\$525,000.00	\$525,000.00	1%	
Subtotal Group 2 - Escalators						\$4,132,750.00		\$4,200,000.00	-2%	
Allowances						\$706,270.00		\$706,270.00		
TOTAL						\$7,413,574.00		\$7,626,270.00	-3%	

Total bid amount is 3% below the Agency (Broward County Aviation Department) estimate dated July, 2024



**CONTRACT BETWEEN BROWARD COUNTY AND SCHINDLER ELEVATOR CORPORATION FOR
TERMINAL 1 ELEVATORS AND ESCALATORS REPLACEMENT
BID/CONTRACT NO.: PNC2130408C1**

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**CONTRACT BETWEEN BROWARD COUNTY AND
SCHINDLER ELEVATOR CORPORATION FOR TERMINAL 1 ELEVATORS AND ESCALATORS**

Project Title:	Terminal 1 Elevators and Escalators Replacement
Location:	Fort Lauderdale-Hollywood International Airport
Solicitation Number:	PNC2130408C1
Contract Number:	PNC2130408C1
Project Number:	105200

SUMMARY OF TERMS AND CONDITIONS

Contractor:	Schindler Elevator Corporation
Contractor Address:	3260 Meridian Parkway, Weston, Florida 33331
Federal Identification No.:	34 - 1270056

Contract Administrator:	Mariana Pitiriciu
Contract Administrator Address:	Broward County Aviation Department Fort Lauderdale-Hollywood International Airport 320 Terminal Drive, Suite 200 Fort Lauderdale, Florida 33315

Consultant:	N/A
Consultant Address:	N/A

Article	Description	Instructions/Unit(s)
3.1 and 3.2	Substantial Completion	570 Days after the Project Initiation Date in Second NTP
3.2	Final Completion	30 Days after Substantial Completion
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$4,000.00 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$1,000.00 per day
5.2	Will Materials and equipment be stored at the Project site?	☒ Yes ☐ No
8.1	Is this Contract subject to Florida Department of Transportation ("FDOT") provisions?	☐ Yes ☒ No
8.4	The Parties designate the following as the respective places for giving of notice:	For County: Broward County Aviation Department Director of Airport Development 320 Terminal Drive, Suite 200, Fort Lauderdale, Florida 33315 For Contractor:

Article	Description	Instructions/Unit(s)
		Schindler Elevator Corporation 3260 Meridian Parkway Weston, Florida 33331
8.24 and 8.25	Select the sources of funding that apply to this Project:	☐ Federal funding ☐ State funding ☒ County funding
Contract Supplement	Identify each article supplemented in the Contract Supplement.	The following articles are supplemented: Section 8.23, 8.25. Words in underlined text are additions to existing text. Words in strikethrough type are deletions from existing text. Section 8.35 is deleted in its entirety.
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$982.46 per day
54 (General Conditions)	☐ County Business Enterprise (CBE), or ☐ Small Business Enterprise (SBE) commitment	No OESBD Goal
Supplemental General Conditions	Identify each article supplemented in the Supplemental General Conditions.	The following articles are supplemented: 15.6, 26.5, 38, 41, 42.1.2, 54.1, Words in underlined text are additions to existing text. Words in strikethrough type are deletions from existing text. 53 and 54.3-.10 are deleted in their entirety.
Allowances		1) SGI Matrix, LLC: <u>\$25,177.86</u> 2) NextGen Security, LLC: <u>\$12,102.00</u> 3) Unforeseen Conditions: <u>\$668,990.00</u> <u>Total: \$706,269.86</u>
Notice of Award	Contract Price: Allowances: Total:	\$6,707,304.00 \$ 706,269.86 \$7,413,573.86

CONTRACT

This construction contract ("Contract") is between Broward County, a political subdivision of the State of Florida ("County"), and Schindler Elevator Corporation, a Delaware corporation authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties"), for the goods and services set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1. **Airport** means the Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all real property encompassed within the boundaries of the Fort Lauderdale-Hollywood International Airport.

1.2. **Allowance Account** means an account established to reimburse Contractor for costs expended for a specific purpose related to this Contract that were not included at the time of execution of the Contract.

1.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including as amended.

1.4. **Aviation Department** means the Broward County Aviation Department or its successor agency.

1.5. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.6. **Board** means the Board of County Commissioners of Broward County, Florida, its successors and assigns.

1.7. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.8. **Code** means the Broward County Code of Ordinances.

1.9. **Consultant** means the architect or engineer who has contracted with County or who is an employee of County and provides professional services for this Project.

1.10. **Contract Administrator** means the Director of Aviation or such other person designated by the Director of Aviation in writing.

1.11. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project, and includes Articles 1 through 8 of this

Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.

1.12. **Contract Price** means the amount established in the bid submittal and award by the Board or County's Director of Purchasing, as applicable, as may be amended by Change Order.

1.13. **Contract Price Element Adjustment Memorandum or CPEAM** means a written document executed by the Contract Administrator ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.

1.14. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.15. **Contractor** means the person, firm, or corporation identified in this Contract as the Party with whom County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.16. **Director of Aviation** means the Director or Acting Director of the Aviation Department or such person or persons as may from time to time be authorized in writing by the County Administrator or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Contract.

1.17. **Federal Aviation Administration or FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.

1.18. **Field Order** means a written order of minor changes in the Work that does not involve a change in the Contract Price or Contract Time.

1.19. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment as the date upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.20. **Materials** means physical items incorporated in this Project or used or consumed in the performance of the Work.

1.21. **Notice(s) to Proceed** means a written notice to Contractor issued by the Contract Administrator authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.22. **Plans or Drawings** means the official graphic representations of this Project.

1.23. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.24. **Project Initiation Date** means the date upon which the Contract Time commences.

1.25. **Punch List** means a document developed by Consultant and the Contract Administrator and provided to Contractor simultaneously with, or within thirty (30) to forty-five (45) calendar days after, the issuance of a Certificate of Substantial Completion or Partial Substantial Completion, that lists Work that Contractor has yet to complete or that does not conform to the Contract Documents and that Contractor must complete or correct, as indicated in the document, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable.

1.26. **Subcontractor** means any person, firm, or corporation, including subconsultants, having a direct contract with Contractor, regardless of tier, to perform all or any portion of the Work described in the Contract Documents, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.27. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in the Contract Administrator's sole discretion and set forth on a Certificate of Substantial Completion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and County or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy ("TCO") or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.28. **Supplemental Instructions** means a written order, instruction, or interpretation concerning the Contract Documents or performance of the Work that does not involve a change in the Contract Price or Contract Time.

1.29. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor that is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.30. **Work** means the construction and other services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services

provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all Work described in the Contract Documents, including Exhibit F, for the Project.

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by County's Director of Purchasing and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to County all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums, as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within five hundred seventy (570) days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within thirty (30) days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to County the sum of Four Thousand Dollars (\$4,000.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to County the sum of One Thousand Dollars (\$1,000.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the

cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by County or Consultant: (a) due to an audit conducted pursuant to Article 17 of the General Conditions; or (b) in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to County for the actual costs referenced in (a) and (b) above, pursuant to Section 3.5.

3.4. County may, but is not obligated to, deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as County may, in its sole discretion, deem just and reasonable.

3.5. Separate and apart from the liquidated damages stated in Section 3.3, Contractor shall also reimburse County for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified in Section 3.2, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between County and Consultant. County may, but is not obligated to, deduct such costs from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by County as costs are incurred by Consultant and agreed to by County.

3.6. If County elects not to deduct all or a portion of either the Liquidated Damages or the Consultant costs incurred by County beyond the completion dates, as described in Section 3.5, from other monies due Contractor from County, Contractor must pay the claimed amounts within thirty (30) days after demand by the Contract Administrator.

3.7. Contractor and County expressly waive claims against each other for consequential damages arising out of or relating to this Contract.

ARTICLE 4. CONTRACT PRICE

4.1. ☐ This is a Unit Price Contract:*

4.1.1. County shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in Contractor's bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation to Contractor for all costs, including overhead and profit, associated with Contractor's completion of all Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. ☒ This is a Lump Sum Contract:*

4.2.1. County shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Only the subsections in the Contract Documents corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by County.

ARTICLE 5. PROGRESS PAYMENTS

5.1. Contractor shall make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed on the Project during the preceding interval. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed on the Project by such Subcontractors during the preceding monthly interval. Contractor's Applications for Payment must show a complete breakdown of the Project components, the quantities completed during the applicable interval, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. At a minimum, Contractor shall submit with each Application for Payment an updated progress schedule acceptable to Consultant as required by the Contract Documents; a completed Form 007500-9, Certification of Payments to Subcontractors; ~~a statement indicating the cumulative amount of CBE or SBE participation to date~~; and a release of liens and claims relative to the Work that was the subject of any previous Applications for Payment or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, each Application for Payment shall be accompanied by a completed Statement of Compliance form (Form 00922 for Prevailing Wage Rate; or Form 007500-8 for Davis-Bacon Act). The referenced forms are available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx> or upon written request to the Contract Administrator. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Document Control – Airport Development
320 Terminal Drive, Terminal 4, Suite 200,
Fort Lauderdale, Florida 33315
InvoicesDocControl@broward.org

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as

specified herein and, if approved, payment for the undisputed portion(s) of the Application for Payment shall be due twenty (20) business days after the date on which the Application for Payment is stamped received. At the end of the twenty (20) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, excepting any portions that County determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, County shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify each deficiency and the action necessary by Contractor to cure each deficiency. If Contractor submits a request that corrects each deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between County and Contractor shall be communicated in writing and resolved in accordance with the Prompt Payment Ordinance (Section 1-51.6 of the Code), subject to the process and time frames for payment set forth above. For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Prior to issuance of the Punch List, County may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of County.

5.3. Notwithstanding any provision of this Contract to the contrary, County may withhold payment, in whole or in part, in accordance with Applicable Law, as a consequence of Contractor's material breach of any obligation under the Contract Documents, or to such extent as may be necessary to protect itself from loss on account of any of the following:

5.3.1 Inadequate or defective Work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or County relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide any document(s) required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any applicable withheld payment shall be made to the extent otherwise due.

5.4 In accordance with and subject to Exhibit E, partial payment requests may be made for materials manufactured, intended for incorporation in the Project, and stored off-site from the Airport, provided such materials meet the requirements of this Contract ("Stored Materials") and the following conditions are met: (a) the Stored Materials have been stored or stockpiled in segregated areas in a manner acceptable to the Contract Administrator and the Consultant, and in accordance with Contractor's requirements for such storage; (b) Contractor has furnished acceptable evidence of the quantity and quality of such Stored Materials; (c) Contractor has furnished acceptable evidence that title to the Stored Materials is free and clear of all encumbrances, and (d) Contractor has furnished evidence to County that the Stored Materials and County's interest therein are insured against loss and damage in accordance with the insurance requirements set forth in General Conditions Article 7 and Exhibit A of this Agreement at all times prior to the installation. County reserves the right to inspect the Materials and equipment in person or by other means deemed acceptable to County as a condition precedent to approving the Application for Payment. If County elects to inspect the Materials and equipment, the County shall notify Contractor within five (5) days of receipt of Contractor's Application for Payment of such election, which notice may be made via email. If County fails to notify Contractor within such 5-day period, County shall be deemed to have waived the on site inspection as a condition precedent to approving the Application for Payment. If County timely makes such election, the inspection shall occur no later than twenty (20) days from the date of the Application for Payment.

If the Summary of Terms and Conditions indicates that Materials and equipment will be stored the Project site, as payment for such storage, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

Payment for Stored Materials as described above shall not relieve the Contractor from its responsibility to fully and completely perform the Scope of Services in accordance with this Contract. Notwithstanding any payment for stored materials, off site inspection by County or waiver thereof, Contractor will continue to bear the risk of all loss of or damage to Stored Materials and equipment until they are actually installed and accepted by County in accordance with the Contract.

By no later than issuance of Notice to Proceed No. 1, the Parties will establish acceptable locations, for the temporary storage of materials and staging requirement and memorialize same in writing, executed by the Contractor and Contract Administrator. Refer to Exhibit G.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1. Consultant shall conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance. A Final Certificate of Payment (Form 007600-2, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) for the Work, or the applicable phase thereof, shall be issued if Consultant and Contract Administrator find that: (a) the Work is acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract

Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment shall be issued by Consultant, under its signature, stating that the applicable requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following final payment package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; the final bill of Materials, if required; and the final Application for Payment. This final payment package must include a completed, sworn, and notarized Final List of Noncertified Subcontractors and Suppliers (Form 07600-4, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>), with a list of all noncertified Subcontractors and suppliers used attached thereto.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, County shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of any claims by County.

6.4. Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment. Upon receipt of final payment, Contractor shall immediately deliver to County a completed Form of Final Receipt (Form 007600-3, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>).

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that statute. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Contract will not violate that statute. If Contractor violates this section, County may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work and that each person and entity that will perform or provide Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Work. Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for such Work.

7.9. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Contract.

7.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the duration of the Contract will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

7.11. Criminal History Screening Practices. If this Contract is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Contract.

7.12. Entities of Foreign Concern. The provisions of this section apply only if this Contract provides access to an individual's personal identifying information. By execution of this Contract, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7.13. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. If there is any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, if there is any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, anything shown on the Drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the foregoing the following priority of provisions shall apply in the event of a conflict:

First Priority:	Approved Change Orders, Addendums, or Amendments
Second Priority:	Technical Specifications
Third Priority:	Supplemental General Conditions or Special Terms
Fourth Priority:	General Terms and Conditions
Fifth Priority:	Contract
Sixth Priority:	Solicitation documents
Seventh Priority:	Contractor's response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor (and all Subcontractors) pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of County. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by entering into this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than Consultant, and only to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Administrator
Attn: Governmental Center East
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: MCEpero@Broward.org

With a copy to:

Director of Aviation
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: MGale@Broward.org

FOR CONTRACTOR:

Schindler Elevator Corporation
3260 Meridian Parkway
Weston, Florida 33331
Email address: Anthony.Mazzolla@Schindler.com

8.5. Assignment. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is, therefore, a material term.

8.7. No Waiver. County's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. If any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.**

8.10. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of County and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. All commitments, agreements, and understandings of the

Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

8.14. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

8.15. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to County as a party to this Contract.

8.16. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.17. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract. If Contractor is unable to access any linked form, Contractor may contact the Contract Administrator to obtain a copy of the applicable form. Contractor's inability to electronically access any linked form does not modify or excuse any contract obligation of Contractor. County reserves the right to update linked forms if and to the extent necessary to comply with Applicable Law.

8.18. Fiscal Year. The continuation of this Contract beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.19. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity

by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Contract.

8.20. Multiple Originals and Counterparts. This Contract may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

8.21. Iron and Steel Products. If this Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.22. Anti-Human Trafficking. By execution of this Contract by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

8.23. Civil Rights – General. Contractor and its Subcontractors shall comply with pertinent statutes, executive orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex ~~(including sexual orientation and gender identity)~~, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

8.24. Civil Rights - Title VII Assurances. Contractor shall abide by and comply with the nondiscrimination requirements set forth in Exhibit B, to the extent same are applicable by law, rule, regulation, or federal grant requirements.

8.25. Nondiscrimination. Neither Party to this Contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, ~~sexual orientation, or pregnancy, or gender identity and expression~~ in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with its Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.26. Airport Security Regulations. Contractor must comply with the Airport Security Requirements as set forth in Exhibit C.

8.27. Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43 of the Code. Contractor shall comply with the requirements of Section 2-43 of the Code, including the requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

8.28. Electronic Media Submittal Requirements. Contractor must comply with the electronic media submittal requirements as set forth in Exhibit D.

8.29. Retention of Records. If this Project is funded in whole or in part by a Federal Department of Transportation grant, in addition to all other retention requirements of this Contract, Contractor shall preserve all Contract records for a period of five (5) years after the later of final payment or the completion of all Services to be performed pursuant to this Contract.

8.30. Allowance Accounts.

(a) The values for Allowance Accounts are included in the awarded Contract Price, but are not chargeable against the Contract Price unless and until Contractor is directed to perform work contemplated in the Allowance Account(s) by a written CPEAM(s) issued by the Contract Administrator.

(b) CPEAM shall require the same documented support as Change Orders.

(c) At such time as Work is to be performed under the Allowance Account(s), the Work shall be incorporated into the construction schedule and the schedule of values, and shall in all respects be integrated into the construction as a part of the Contract.

(d) The CPEAM for the required Work will be issued by the County upon receipt from Contractor of a satisfactory proposal for performance of the Work, and the acceptance thereof by the County.

(e) The amount of an Allowance Account may be increased by a Change Order or other appropriate action.

(f) If County and Contractor cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and Contractor may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived. Any amount reserved by Contractor will encumber the remaining balance in the Allowance Account until the claim is resolved. Any proposed Work item having a reserved claim that exceeds the remaining balance in an Allowance Account cannot be authorized by CPEAM, but must be authorized by Change Order or other appropriate action.

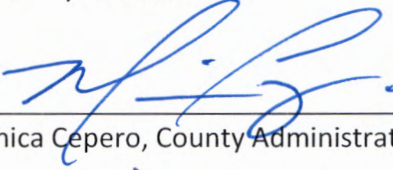
(g) At County's final acceptance, the Contract Price shall be decreased by Change Order to credit unexpended amounts under the Allowance Accounts.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of June, 2025; and Contractor, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: 
Monica Cepero, County Administrator

29 day of July, 2025



Approved as to form by
Andrew J. Meyers
Broward County Attorney
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Alexander J.
By Williams, Jr. Digitally signed by Alexander J. Williams, Jr.
Date: 2025.07.16 16:34:24 -04'00'
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

By  07/17/2025
Michael J. Kerr (Date)
Chief Counsel

AJW/CH
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06/24/2025
80071.0162 |

CONTRACTOR

SCHINDLER ELEVATOR CORPORATION

DocuSigned by:

Meagan Rivero

By: 0A7E0274F580425...

Authorized Signer

Meagan Rivero General Manager

Print Name and Title

____ day of 7/16/2025, 2025

WITNESS:

Signed by:

Anthony Mazzola

57258C7EAFCA4BB...

Signature

Anthony Mazzola

Print Name of Witness above

GENERAL CONDITIONS

ARTICLE 1. CONTRACT DOCUMENTS

1.1. The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions, except when Consultant may authorize, in writing, an exception.

1.2. Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures must be resolved by Consultant prior to applicable Work commencing. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant in a prompt and timely manner.

ARTICLE 2. INTENTION OF COUNTY

County intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. County will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3. PRELIMINARY MATTERS

3.1. At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1. A progress schedule in the indicated form:

☐ Bar Chart

☐ Modified Critical Path Method ("CPM")

☒ CPM

☐ Computerized CPM

(CPM is interpreted to be generally as outlined in the Association of General Contractors ("AGC") publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work, and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment, and must be acceptable to Consultant.

3.1.2. A preliminary schedule of shop drawing submissions; and

3.1.3. In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price, in as much detail as may be requested by County in writing, and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor County shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling shop drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days after the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by County or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work. Such acceptance will not impose on Consultant or County responsibility for the progress or scheduling of the Work, or otherwise relieve Contractor from full responsibility therefor. The finalized schedule of shop drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4. PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a completed Performance Bond (Form 007500-1) and a completed Payment Bond (Form 007500-2) (both available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>). Each bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to County the completion and performance of the Work covered in such Contract as well as full payment of all

suppliers, laborers, and Subcontractors employed pursuant to this Project. Each bond shall be with a surety company that is qualified pursuant to Article 5.

4.2. Each bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by County, correct any defective or faulty Work or materials that appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide County with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of County and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by County for one (1) year after completion and acceptance of the Work.

ARTICLE 5. QUALIFICATION OF SURETY

5.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000:

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the past five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

5.1.3. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to County, but only if the bid amount does not increase.

5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Minimum Policy Holder's Ratings Strength/Financial Size
\$500,001 to \$1,500,000	A / III
\$1,500,001 to \$2,500,000	A / VI
\$2,500,001 to \$5,000,000	A / VII
\$5,000,001 to \$10,000,000	A / VIII
Over \$10,000,000	A / IX

5.2. For projects that do not exceed \$500,000.00, County may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. A completed Certificate and Affidavit for Bonds \$500,000 or Less (Form 007500-4, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) must be submitted with the Bid Bond, Performance Bond, or Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental General Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and hold harmless County and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's Subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Contract.

ARTICLE 7. INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Exhibit A, which is a part of the Contract Documents. For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

7.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. If Contractor maintains broader coverage or higher limits than the insurance

requirements stated in Exhibit A, County shall be entitled to all such broader coverages and higher limits. County reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add County as an additional insured on all required insurance coverage.

7.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list County as an additional insured, and shall not require contribution from any County insurance, self-insurance or otherwise. All insurance held by County, as well as County's self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over One-Hundred Fifty Thousand dollars (\$150,000.00) for any insurance requirements prescribed in Exhibit A, and shall submit same to County, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for County's written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

7.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of two (2) years from the date of the final completion of the Work, unless otherwise stated in the

Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of Work under this Contract. County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

7.6.4. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance ("NCCI"), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included to the extent required by Applicable Law, including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

If Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect County against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish County with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of

pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to County as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed One Hundred Fifty Thousand dollars (\$150,000.00) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but that does not exceed five percent (5%) of the "values at risk at the time of loss" unless otherwise approved by County.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Two Million Dollars (\$2,000,000.00) per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit less than Two Million Dollars (\$2,000,000.00) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by County.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by County.

County reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If County elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by County, at County's discretion. Such modification may also include execution of Waiver of Subrogation documentation. If a claim with respect to this Project is made upon County's insurance policy, Contractor shall be responsible for up to the first \$50,000 of the deductible amount for such claim.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, as requested by County, Contractor shall provide County with a copy

of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Contract and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.9. If and to the extent requested by County, Contractor shall provide to County complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

7.10. Contractor shall ensure that "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" and Consultant are listed as additional insureds on all policies required under this article. Broward County shall be listed as Certificate Holder.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" and Consultant are named as additional insureds under the Subcontractors' applicable insurance policies. If Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

7.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Contract; (2) the required coverage must be maintained after termination or expiration of the Contract for at least the duration stated in Exhibit A; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Contract for at least the duration stated in Exhibit A.

ARTICLE 8. LABOR AND MATERIALS

8.1. Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2. Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site and shall not employ any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10. WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11. PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all necessary permits and licenses required for the Work pursuant to Applicable Law. Contractor shall be reimbursed for only the actual amount of the permit fees levied by the permitting authority and paid by the Contractor as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead of Contractor. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2. County shall directly pay for all impact fees levied by any municipal governmental entity with jurisdiction.

ARTICLE 12. RESOLUTION OF DISPUTES

12.1. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any Work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted by either party to Consultant in writing within five (5) days after the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days after the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information.

Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.2. If the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days after receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

12.3. In any lawsuit or legal proceeding arising under this Contract, Contractor hereby waives any claim or defense based on facts or evidentiary materials of which Contractor had knowledge but did not present for consideration during the resolution of disputes process set forth in Sections 12.1 and 12.2 above.

12.4. This article shall survive any dispute or litigation between the Parties, or expiration or termination of this Contract for any reason, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County.

ARTICLE 13. INSPECTION OF WORK

13.1. Consultant and County shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1. Should the Contract Documents, Consultant's instructions, or Applicable Law require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than County, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the source of supply. If any of the Work is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, County shall pay the

cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and Work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 14. SUPERINTENDENCE AND SUPERVISION

14.1. County's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of County, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by County and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in

accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15. COUNTY'S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;

15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5. Contractor fails to perform any material term set forth in this Contract;

15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors;

15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner; or

15.1.8. Suspension or debarment of Contractor by a state or governmental entity or by a local governmental entity with a population of more than one million people.

15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then County's awarding authority for this Contract may, upon written certification from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, County may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. If the damages and expenses so incurred by County shall exceed the unpaid balance, Contractor shall be liable and shall pay to County the amount of said excess.

15.3. Unless otherwise stated in this Contract, if this Contract was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Contract, or the County representative (including any successor) who executed the Contract on behalf of County. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of County and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by the Board with at least ten (10) days' advance written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. If this Contract is terminated by County pursuant to this section, Contractor shall be paid for all Work properly executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Contract for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may also be terminated by the Board:

~~15.6.1. Upon the disqualification of Contractor as a CBE or SBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as a CBE or SBE firm was a factor in the award of this Contract;~~

~~15.6.2. Upon the disqualification of Contractor by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the CBE or SBE contractual obligations;~~

~~15.6.3. Upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Contract;~~

~~15.6.4. Upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of the OESBD if such CBE or SBE participant attempted to meet its CBE or SBE contractual obligations through fraud, misrepresentation, or material misstatement;~~

~~15.6.5. If Contractor is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE or SBE status of its disqualified CBE or SBE participant; or~~

15.6.1. If Contractor is a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor is otherwise ineligible to transact business with County under Applicable Law or provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16. SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and County may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with County shall entitle County to terminate this Contract for cause.

ARTICLE 17. PROJECT RECORDS AND RIGHT TO AUDIT

17.1. Audit Rights and Retention of Records. Contractor and all Subcontractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this article may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by Applicable Law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by County.

17.2. Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include

hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with the Code (including County's code of ethics)
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3. Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this article.

17.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry.

17.5. If an audit inspection or examination reveals overpricing or overcharges to County of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by County, in addition to adjusting for the overcharges, Contractor shall pay the reasonable

cost of County's audit. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

ARTICLE 18. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by County's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19. EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked "Dangerous-Explosives," and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to County proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20. DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 21. PLANS AND WORKING DRAWINGS

County, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings, or additional

information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission, or discrepancy to stop or delay Work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant in accordance with this article.

ARTICLE 23. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by County, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. If any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County, except as provided in Article 30.

ARTICLE 24. WARRANTY

Contractor warrants to County that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

ARTICLE 25. SUPPLEMENTARY DRAWINGS

25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26. DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or

remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, County shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by County in making such removals, corrections, or repairs, shall, at County's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County, without cost to County. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate County to final acceptance.

26.5. Pursuant to Section 558.005(1), Florida Statutes, the Parties agree to opt out of the requirements of Section 558.005, Florida Statutes.

ARTICLE 27. TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by Applicable Law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28. SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by Applicable Law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. Contractor shall not employ any Subcontractor against whom County or Consultant may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and

omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any Subcontractor. County or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific Work performed.

28.4. Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of County.

28.5. ☒ Contractor shall perform the Work with its own organization, amounting to not less than twenty-five percent (25%) of the Contract Price.

ARTICLE 29. SEPARATE CONTRACTS

29.1. County has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends on proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify County from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30. USE OF COMPLETED PORTIONS

30.1. County has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increase the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or a reasonable extension of time, or both, as recommended by Consultant and approved by County.

30.2. If County decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. County shall give notice to Contractor in writing at least thirty (30) days prior to County's intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (007600-1) from Consultant.

30.2.3. Upon Consultant's issuance of a Certificate of Substantial Completion for the Designated Area, County will assume full responsibility for maintenance, utilities, subsequent damages of County and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5. If County decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by County and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31. LANDS OF WORK

31.1. County shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by County for the use of Contractor.

31.2. Contractor shall obtain, at Contractor's own expense and without liability to County, any additional rights to land and access thereto that may be required for temporary construction facilities, temporary easements, or for storage of materials. Contractor shall furnish to County copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all Applicable Law with regard to labor, hours of work, and Contractor's operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, County does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment

affecting or affected by the Project. Contractor will not be entitled to any additional payment due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. County reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. County's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34. VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved shop drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. Unless otherwise indicated in the relevant Change Order, if a substitution is approved, the net dollar savings shall be shared equally between Contractor and County and processed as a deductive Change Order. County may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35. PAYMENT BY COUNTY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests shall be borne by County and be performed by a testing firm selected by County. Contractor is responsible for

reimbursement to County the costs of any required test in which the tested Work fails. For road construction projects, the procedure for making tests required by County will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

ARTICLE 36. CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, County has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by County to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by County, as provided in this Contract.

ARTICLE 37. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38. CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.

38.2. If County receives from Contractor a Change Order proposal for construction services requested in writing by County, and the Change Order proposal conforms to all statutory requirements and all requirements set forth by this Contract, County shall approve or deny the Change Order proposal and send written notice of that decision to Contractor within 35 days after receipt of such Change Order proposal. If County denies a Change Order proposal due to deficiencies in the Change Order proposal, County shall identify the Change Order proposal's deficiencies and identify the actions necessary to remedy those deficiencies. In addition to any other bases to not issue a Change Order provided for by this Contract, County may deny a Change Order proposal if and to the extent the Contract Administrator determines procuring the additional or changed work is not in the best interests of the County.

38.3. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by County. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.4. If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not already been issued, County may, at its sole option, terminate this Contract as it applies to the items in question and make such arrangements as County deems necessary to complete the work associated with the disputed item, submit the matter in dispute to Consultant as set forth in Article 12, or issue a Change Order unilaterally in accordance with Section 38.4.

38.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County. During the pendency of the dispute, and upon receipt of a Change Order from County, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.6. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide County such updated bonds.

ARTICLE 39. VALUE OF CHANGE ORDER WORK

39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2. By mutual acceptance of a lump sum, which sum Contractor and County acknowledge contains a component for overhead and profit, subject to the provisions of Section 39.8.

39.1.3. On the basis of the "Cost of Work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 39.3.

39.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of

fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by County.

39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to County, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with written rental agreements approved by County with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. County will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3. If required by County, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to County who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5. Supplemental costs including the following:

39.2.5.1. All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3. The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4. Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3. The term "Cost of Work" shall not include any of the following:

39.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

39.3.2. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

39.3.3. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.

39.3.6. Other overhead or general expense costs of any kind.

39.4. Contractor's fee for overhead and profit shall be determined as follows:

39.4.1. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon, then;

39.4.2. A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).

39.4.2.2. For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5. The amount of credit to County for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.1.3, 39.2, and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7. If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit, or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment, and other items of cost.

39.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "Cost of Work."

ARTICLE 40. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days after the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the specific date the event commenced, the date Contractor became aware of the event, and the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). Termination of the event giving rise to the claim shall mean the earlier of the date that the event ends (e.g., weather event) or the date that Contractor has the necessary information, direction, or solution to allow the Contractor to proceed with the Work. The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of the event giving rise to the claim. The Claim Notice shall also identify the date Contractor first provided written notice of the event to the Contract Administrator and Consultant. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days after the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is made in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by County, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

ARTICLE 41. NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of County or its Consultant. Contractor and County mutually agree to waive any claims against each other for consequential damages arising out of or relating to performance under this Contract.

ARTICLE 42. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1. Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1. Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors; and (c) is caused solely by fraud, bad faith, or active interference on the part of County or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

County and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a

daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be Nine Hundred Eighty-two Dollars (\$982.46) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2. Non-Compensable Excusable Delay. When Excusable Delay is (a) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors, including labor disputes; (b) caused by circumstances beyond the control of County or Consultant; or (c) caused jointly or concurrently by Contractor or its Subcontractors, suppliers, or vendors and by County or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43. SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by County pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 007600-1, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of County and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.

The estimated cost of the Project is as follows (select one):

☒ **less than \$10,000,000**. Within thirty (30) calendar days after the issuance of the Certificate of Substantial Completion, Consultant and the Contract Administrator shall develop and Contractor shall review the Punch List.

☐ **equal to or greater than \$10,000,000**. Within forty-five (45) calendar days after the issuance of the Certificate of Substantial Completion, Consultant and the Contract Administrator shall develop and Contractor shall review the Punch List.

The Punch List shall describe all Work yet to be completed by Contractor, including the estimated cost to complete each item of Work on the Punch List, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The Punch List shall be provided to Contractor within five (5) days after final development and review. If the final Punch List is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work or remaining Work on such Punch List does not alter the responsibility of Contractor to complete all

Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

The process for developing the estimated cost of each item of Work on the Punch List shall use the following methodology or methodologies (select all that apply):

- ☐ Direct costs
- ☐ Prorated value of outstanding Work based on Contractor's original Schedule of Values
- ☐ Unit prices provided in the bid
- ☐ Labor costs per hour
- ☐ Per square foot of site area
- ☐ Per assembly
- ☐ Historical and current prices for similar work
- ☐ Industry cost database(s)
- ☒ Other: included as part of Contractor's lump sum price for this Project.

ARTICLE 44. NO INTEREST

44.1. Unless prohibited by Applicable Law, County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Contract.

44.2. If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

ARTICLE 45. SHOP DRAWINGS

45.1. Contractor shall submit shop drawings as required by the Technical Specifications. The purpose of the shop drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2. Within thirty (30) days after the Project Initiation Date specified in the second Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which shop drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete shop drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of shop drawings.

45.3. After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request shop drawings from the various manufacturers, fabricators, and suppliers.

45.4. Contractor shall thoroughly review and check the shop drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and County.

45.5. If the shop drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures and make specific mention thereof in its letter of transmittal to Consultant and County. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6. Consultant shall review and approve shop drawings within twenty-one (21) days after the date received, unless said shop drawings are rejected by Consultant for material reasons. Consultant's approval of shop drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such shop drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by this Contract but not indicated on the shop drawings. No Work called for by shop drawings shall be performed until the said shop drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the shop drawings.

45.7. No approval will be given to partial submittals of shop drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the shop drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor's comments as to compliance, noncompliance, or features requiring special attention.

45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as shop drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

45.9. Contractor shall submit the number of copies of shop drawings required by Consultant. Resubmissions of shop drawings shall be made in the same quantity until final approval is obtained.

45.10. Contractor shall keep one set of shop drawings marked with Consultant's approval at the job site at all times.

ARTICLE 46. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like,

and shall prepare record or "as-built" drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples, and shop drawings shall be delivered to the Contract Administrator.

46.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to County Contractor's record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47. SAFETY AND PROTECTION

47.1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1. All employees on the work site and other persons who may be affected thereby;

47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2. Contractor shall comply with all Applicable Law of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be repaired or remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to County and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3. Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to County.

ARTICLE 48. FINAL BILL OF MATERIALS

Contractor shall be required to submit to County and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item.

ARTICLE 49. PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50. CLEANING UP; COUNTY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, County may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors of County as to their responsibility for cleaning up, County may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51. HURRICANE PRECAUTIONS

51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to County, shall take all precautions necessary to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether County or Consultant has given notice of same.

51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether County has directed such suspension, will entitle Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52. REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by County, shall promptly remove any part or all of Contractor's equipment and supplies from the property of County, failing which County shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53. DOMESTIC PARTNERSHIP REQUIREMENT

NOT APPLICABLE

ARTICLE 54. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

54.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, ~~sexual orientation, or pregnancy, or gender identity and expression~~ in the performance of this Contract, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

54.2. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 55. PUBLIC RECORDS

Notwithstanding any other provision in this Contract, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of County as provided in Section 119.0701, Florida Statutes, Contractor shall:

55.1. Keep and maintain public records required by County to perform the services under this Contract;

55.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

55.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and after completion or termination of this Contract if the records are not transferred to County; and

55.4. Upon completion or termination of this Contract, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Contractor to comply with the provisions of this article shall constitute a material breach of this Contract entitling County to exercise any remedy provided in this Contract or under Applicable Law, all of such remedies being cumulative.

If Contractor receives a request for public records regarding this Contract or the Work, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and hold harmless County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2581, JCHAMBERS@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

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SUPPLEMENTAL WAGE REQUIREMENTS

NOT APPLICABLE

EXHIBIT A – INSURANCE REQUIREMENTS

Minimum Insurance Requirements for T1 Elevator and Escalator Modernization

TYPE OF INSURANCE	ADD L INSD	SUBR WYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ mobile equipment Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$5 mil 	 \$5 mil
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☒	☒	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$5 mil at/aside \$2 mil landside	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1mil	
☒ CYBER and TECH E&O	☒	☒		\$2 mil	
☒ POLLUTION / ENVIRONMENTAL LIABILITY COSTS AND CLEANUP ***REQUIRED IF FUELING, STORING, HANDLING OR USING HAZARDOUS MATERIALS OR SUBSTANCES IN REGULAR OPERATIONS	☒	☒	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	 2 years \$25k	\$1 mil
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County Aviation Department Ft. Lauderdale-Hollywood International Airport, Suite 200 320 Terminal Drive Fort Lauderdale, FL 33315 CIP			Tracy Meyer Risk Manager Digitally signed by Tracy Meyer Date: 2024.09.18 15:52:04 -04'00'		

EXHIBIT B – NONDISCRIMINATION REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Contractor (hereinafter includes Subcontractors) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Nondiscrimination in federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients, and contractors, whether such programs or activities are federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189), as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i. The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and
- j. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

§ 1681, et seq).

2. *Nondiscrimination:* Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices, when the Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments under the Contract until Contractor complies; and/or
- ii. Cancelling, terminating, or suspending the Contract, in whole or in part.

6. *Incorporation of Provisions:* Contractor will include the provisions of Sections A.1 through A.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a Subcontractor or supplier because of such direction, Contractor may request County to enter into any litigation to protect the interests of County. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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EXHIBIT C – AIRPORT SECURITY REQUIREMENTS

Airport Security Program and Aviation Regulations. Contractor must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to Contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that Contractor and any Subcontractor personnel, including, but not limited to, employees, invitees, and guests of Contractor and any Subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of Contractor, any Subcontractor, or Contractor Personnel, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Contractor shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If Contractor fails to remedy any such deficiency, County may do so at the sole cost and expense of Contractor. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Media Requirements and Access to Security Identification Display Areas. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Contractor Personnel. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Contractor Personnel transferred from the Airport or terminated from the employ of Contractor or any Subcontractor, and the immediate return of all Media issued to all Contractor Personnel upon expiration or termination of Contractor's agreement with County. Before any Media is issued to Contractor Personnel, Contractor must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Contractor Personnel complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Contractor to conduct background investigations and to furnish certain data on Contractor Personnel before the issuance of Media, which data may include the fingerprinting of applicants for such Media.

(b) Operation of Vehicles on the AOA. Contractor shall ensure that all Contractor Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Contractor or of any Subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection. Contractor's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor and any Subcontractor shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by Contractor or by any Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any Subcontractor.

(d) Nondisclosure Agreement. If any Contractor Personnel are required by a contract with County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute an SSI Nondisclosure Agreement provided by the Aviation Department.

The provisions of this exhibit shall survive the expiration or any other termination of this Contract.

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**EXHIBIT D – BROWARD COUNTY AVIATION DEPARTMENT ELECTRONIC MEDIA
SUBMITTAL REQUIREMENTS**
Last Revised 04/26/2017

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs. Electronic media encompasses all methods of conveying digital information and files including e-mail, File Transfer Protocol (FTP), Compact Disc (CD) / Digital Video Disc (DVD), web-based file-sharing services, Universal Serial Bus (USB), and physical drives.

Prior to development of scope of services, BCAD will specify the deliverables to be provided via electronic media. **Prior to commencing work under any Contract, the Consultant/Contractor must contact the Contract Administrator and/or designated Project Manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements, as well as any associated standards, specifications, procedures, or templates related to their scope of services.** BCAD modifies these documents as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards, and regulations, as well as to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by the Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at:

<http://www.broward.org/Airport/Business/Pages/BIMStandard.aspx>

1) **General Requirements:**

- a) All work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be developed using computer-aided design (CAD), geographic information system (GIS), Building Information Modeling (BIM), and/or other software and procedures conforming to the following criteria. Electronic data submittals shall also include Portable Document Format (PDF) versions of specific pages and drawing sheets, as specified in the Contract.
- b) All electronic media should be readable and function as intended without conversion or modification on the Microsoft Windows Operating System. All electronic media should be in their original editable file or data format, or accompanied by the original editable format (e.g., a PDF engineering drawing file must be accompanied by an original CAD file).

2) **Software Formats:**

CAD Format

- a) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2020 or later for Windows in native DWG electronic file format. Consultants/Contractors who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.
- b) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

GIS Format

- a) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.9.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- b) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the Contract Administrator or Project Manager.
- c) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- d) All database tables conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change at no additional cost to County, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

- a) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.
- b) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (4)(a) below, "Non-Graphic Format," for additional requirements for non-geospatial databases.

- c) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.
- d) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced.
- e) North American Datum (NAD) 83, HARN, US Survey Feet State Plane Coordinate System, Florida East Zone North American Vertical Datum (NAVD) 88, US Survey Feet.

3) **Standards:**

- a) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- b) CAD files should be named as described in BCAD's CAD Standard.
- c) Layering:
 - i) CAD layers must be named according to BCAD's CAD Standard.
 - ii) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD's CAD standard and advance written BCAD approval.
 - iii) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.
- d) Attribute Definitions:
 - i) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
 - ii) CAD data shall be attributed following Section 4.2, "Object Data," of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

e) Conformance:

- i) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- ii) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
- iii) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

4) **Digital Photography:**

- a) Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.
- b) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).
- c) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

5) **Non-Graphic Format:**

- a) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- b) ADA Compliance. As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, et seq., and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.
 - i) If requested by BCAD, Consultant/Contractor shall provide BCAD with fully ADA accessible electronic files ("ADA Files") for posting on County's website, including, but not limited to, flil.net.
 - ii) The ADA Files may include, but are not limited to, contracts, flyers, reports, or newsletters.
 - iii) County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.

- iv) If Consultant/Contractor is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

6) Delivery Media and Format:

- a) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.

- b) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).

- c) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor and certified as per submittal requirements in Section (8)(b)(iii) below.

- d) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.

- e) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:

- i) The Contract or Project number, title, and date. If a Contract or Project number has not yet been issued, then it is permissible to use a BCAD issued Request for Proposal (RFP) or Request for Letters of Interest (RLI) number.

- ii) The Facility Name (e.g., "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").

- iii) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.

- iv) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.

- v) Special requirements for Sensitive Security Information (SSI):

- A. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.

- B. The following text must appear on either: (a) the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 C.F.R. § 1520. WARNING: This record contains

Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. § 552 and 49 C.F.R. Parts 15 and 1520.

f) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:

i) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.

ii) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.

iii) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.

iv) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.

v) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.

vi) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.

vii) Do not bind or explode any drawing references such as blocks and XREFs.

viii) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

7) Drawing Development Documentation:

a) Provide the following information for each finished drawing:

- i) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
- ii) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.)
- iii) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- iv) Layer assignments and lock settings.
- v) Text fonts, line styles\types used, and GIS layer file settings.
- vi) Any additional information per FAA ACs and BCAD standards.

8) Submittal:

a) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant/Contractor will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDFs of the signed and sealed as-built AutoCAD file(s).

b) Submit electronic media with a transmittal letter containing, as a minimum, the following information:

- i) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
- ii) Brief instructions for transferring the files from the media.
- iii) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
- iv) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - A. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

- B. List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
- C. List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
- D. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
- E. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
- F. All metadata per BCAD, FAA, and the Florida Department of Transportation requirements and those of other entities if specified by BCAD.
- G. Provide the following information for each finished drawing in a PDF document:
 - 1. How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - 2. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
 - 3. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - 4. Layer assignments and lock settings. Refer to layering standards Section (3)(c)(ii) for layer list documentation requirements.
 - 5. Text fonts, line styles\types used, and GIS layer file settings.

9) **Ownership:**

- a) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including, but not limited to, reports, listings, and all other items pertaining to the work created or developed under this Contract.
- b) Ownership rights under the Contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.

- c) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- d) All text, electronic digital files, data, and other products generated under this Contract shall become the property of County except where otherwise limited within the Contract.
- e) Nothing in this agreement shall entitle BCAD or any other entity to ownership rights in data, information, discoveries or inventions made by Contractor prior to, or outside the scope of this Contract.

10) **BCAD-Furnished Materials to the Consultant/Contractor:**

- a) BCAD may make various electronic files available to the Consultant/Contractor during the Pre-Construction and Construction phases of the Project. To this end, BCAD shall make the following information available to the Consultant/Contractor in electronic format:
 - i) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's work in progress may be provided to the Consultant/Contractor, Managing General Contractor, or other County consultant on an as required basis.
 - ii) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
 - iii) BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

11) **Other Digital Information:**

- a) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, subconsultants, Contractor, Subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team members.
- b) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

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EXHIBIT E – PAYMENT SCHEDULE

Invoice #1 - Initial Engineering:

<u>Elevator #</u>	<u>Material Cost</u>
1	\$ 30,662.50
2	\$ 30,662.50
3	\$ 29,043.80
CB EL 01	\$ 26,179.50
CB EL 02	\$ 26,041.60
CC EL 01	\$ 22,306.00
7	\$ 30,638.40
8	\$ 30,638.40
9	<u>\$ 29,043.80</u>

Elevator Engineering Subtotal: \$ 255,216.50

Escalators

E1-E4	\$ 201,734.10
E7-E10	<u>\$ 211,540.90</u>

Escalators Engineering Subtotal: \$ 413,275.00

Initial Engineering Invoice #1 Total: \$ 668,491.50

Invoice #1 may be submitted when the Contract is fully executed.

Invoice #2 - BONDS

Bonds	\$ 17,408.00
Administration	\$ 4,981.00

Invoice #2 Total \$ 22,389.00

Invoice #2 may be submitted when the bonds are provided to the County.

Invoice #3 - Procurement of Factory Material for Production**Elevator #****Material Cost**

1	\$ 30,662.50
2	\$ 30,662.50
3	\$ 29,043.80
CB EL 01	\$ 26,179.50
CB EL 02	\$ 26,041.60
CC EL 01	\$ 22,306.00
7	\$ 30,638.40
8	\$ 30,638.40
9	<u>\$ 29,043.80</u>

Elevator Materials Subtotal:**\$ 255,216.50****Escalators**

E1-E4	\$ 201,734.10
E7-E10	\$ 211,540.90

Escalator Materials Subtotal:**\$ 413,275.00****Material Procurement Invoice #3 Total:****\$ 668,491.50**

Invoice #3 may be submitted upon evidence of Contractor's procurement of the material, but no earlier than 10 weeks after Contract execution.

EXHIBIT F – SCOPE OF WORK

General Scope

The Work for this project includes the removal and replacement of nine existing Terminal 1 elevators located pre- and post-security, and two banks of eight escalators located in the public areas east and west of the main lobby, all of which are described and identified further below. In addition, the Work includes all required electrical, security, machine components, and equipment required to make a complete operating system when completed. The work shall be done as a “turnkey” project where all associated work shall be covered as well as scaffolding, temporary walls, Maintenance of Traffic (MOT), storage/staging, dumpster, cleanup, patching/repair of all finishes affected by new work scope, and all required permitting / inspections. Work shall be done in accordance with all the latest Federal, State, and local codes (i.e., FBC 2023 8th edition, etc). ANSI A17.1 governs the Work, except when in conflict with applicable Building code.

General Conditions

1. Prices quoted in Contractor’s bid are based on work being performed during regular working hours on regular working days. County written approval in advance is required before Contractor schedules or performs work outside of regular working hours.
2. Warranty for Parts and Labor shall be for a period of One (1) Calendar year, commencing upon the date that the equipment is commissioned (i.e. placed into operational service) by the County.
3. This is a turn-key project, all parts and equipment necessary for removal and replacement of the identified elevator and escalator units are included within the bid as well as items listed below.
4. Elevator Controls and Equipment Machine Room (Machine room):
 - 4.1. Contractor to reuse existing A/C as it provides sufficient air, new A/C unit is not required.
 - 4.2. County to provide means to regulate Machine room temperature and humidity between 55°F and 90°F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.

4.3. County to provide existing telephone outlet near an elevator controller in each machine room.

4.4. County to provide existing "ABC" fire extinguishers in Machine rooms.

Elevator Scope

Identified Units by Location:

- Terminal 1 Elevator(s): 1-3, 7-9
- Concourse B Elevator(s): 1 & 2
- Concourse C Elevator: 1

1. General Contracting

1.1. Contractor shall furnish and install in the existing openings:

- 1.1.1. One (1) exterior NOA Fire rated machine room door.
- 1.1.2. One (1) exterior NOA Rated door frame.
- 1.1.3. One (4) self-closing door hardware.
- 1.1.4. Three (3) interior fire rated machine room door.
- 1.1.5. Three (3) interior fire rated door frame.

2. Car Interior Included (Excludes Interiors for T1EL03 and T1EL09)

2.1. Contractor's pricing includes a new elevator cab interior in each elevator cab. Contractor shall include all mandated filing for this work, coordination and scheduling during the modernization of each elevator system, removal and re-installation of doors and appurtenance, furnishings and installing all operating and safety equipment, wiring, cutouts and other cab associated apparatus that may be designed or required by codes and laws. The material and cab shall be compliant with all code requirements.

2.2. Elevator Cab Door Included.

2.3. Contractor's price includes new flooring for each elevator.

2.4. Contractor shall provide County all assistance necessary (including providing samples if requested) in selecting a cab design. Cab detail drawings shall be furnished to the County for approval prior to fabrication. The cab remodeling may be performed during or after the completion of the elevator modernization.

- 2.5. The limit of weight added to the car shall not exceed +/- 5% of the existing car weight. After the car interior renovation, Contractor shall perform a balances load test to ensure that the weight is properly adjusted. In the event that the additional weights are needed to balance the cabs, or any other work required to conform to code requirements, said work shall be covered under a separate order. Pricing is based on the bid criteria. Alternate colors available for no additional charge.

3. Electrical

- 3.1. Contractor to provide disconnect in machine rooms that will pull power from the building and will be responsible for all elevator work that is directly related to the elevators in the elevator machine rooms, hoistways, and entrance equipment including but not limited to electrical, general contracting, fire alarm work, and elevator equipment to be installed. This is what will be required as new equipment will be manufactured to meet the current building power supplies and amperages, etc. Contractor will use power from building to machine room disconnect (included in bid) to provide power to units.
- 3.2. Main line feeders shall be reused.
- 3.3. Any electrical required to be replaced is included in the bid price, items below address existing conditions:
- 3.3.1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and supply terminal.
- 3.3.2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
- 3.3.3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
- 3.3.4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
- 3.3.5. Emergency power operation of elevator(s) (when required):
- 3.3.5.1. County to provide an emergency generator that has the same voltage characteristics as the normal power supply. Generator will also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.

3.3.5.2. County to provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.

3.3.6. Emergency power operation signal (use existing) - The following separate indicating signals will be provided by the County from the automatic transfer switch to the machine room communication unit for each group of elevators.

3.3.6.1. One dry contact to close on emergency power and open on normal power. County to provide two existing #12 AWG wires.

3.3.6.2. County to provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or an operating test. County to provide two existing #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provided by the County.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.

3.3.6.3. The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label that identifies the Maximum Available Fault Current onto Disconnect.

3.3.6.3.1. County shall provide Available Fault Current Labelling Diagram. In addition, County will provide a hard copy of the manufacturers' fuse chart and rating verifying the available fault current meets requirements.

3.3.6.3.2. Per NEC 110.24, the service switch shall be legibly marked with apparent RMS symmetrical fault current supplying the elevator equipment.

3.4. Contractor shall furnish and install:

3.4.1. Main line safety switch with rejection clips and RK5 fuse.

3.4.2. New cab car light safety switches.

- 3.4.3. Code compliance machine room light fixtures with protective covers.
- 3.4.4. GFI receptacles in machine room.
- 3.4.5. GFI receptacles in each pit.
- 3.4.6. Shunt trip breaker with enclosure if needed.
- 3.4.7. New hoistway lights in each pit.
- 3.4.8. Dedicated earth grounds per elevator machine room.
- 3.4.9. Signal Wire to Existing transfer switch only (connections by others).
- 3.4.10. 20 second delay in existing ATS as required.
- 3.4.11. Phone conduit with wire (connections by others).
- 3.4.12. Air conditioner connection to emergency circuit.
- 3.4.13. Labels on all disconnects.

4. Fire Alarm

4.1. Contractor shall furnish and install:

- 4.1.1. Fire Alarm work including relays and modules where required.
- 4.1.2. Testing, engineering, pre-inspection and final inspection for each elevator.
- 4.1.3. Conduit & wire from the existing device to the new controllers.

5. Contractor shall obtain all permits for work, including elevator permits.

6. Elevator Inspection

7. Securing work areas around elevators safely

8. Safety Equipment and Protocols

9. Keep work areas safe for the public.

10. Security Provisions for controllers (Contractor to reuse existing keypads)

11. MOT Requirements

12. Storage of Goods in location noted in Exhibit F.

13. New Jack Assembly for 4000# to 6000# Elevators (Excludes CBEL01, CBEL02, CCEL01)

14. Associated work to be performed by Contractor includes:

14.1. Contractor shall erect safety/sight barricades, lay protective floor covering around work areas, hang and secure the car at the top of the hoistway, disconnect the piston and remove, chip concrete from around cylinder, disconnect oil line, and remove cylinder (jack).

14.2. Contractor shall furnish necessary labor and materials to replace existing cylinder, using a new code compliant jack and piston assembly. New pit equipment and PVC liner (space permitting) provided by Contractor. Old cylinder, oil and debris will be removed using appropriate containers. Contractor will complete cylinder replacement, re pipe disconnected oil line in pit to cylinder, re install pit equipment with new seals, gaskets and oil for cylinder and put car back in operation for inspection. Contractor will remove materials, tools and supplies and provide general clean up. Permits, inspections, new oil and removal of all spoils will be provided by Contractor.

14.3. Parking will be provided as close as possible to elevator for use of equipment. Adequate parking and accessible storage will be provided for containment drums, materials and equipment.

14.4. A water source (garden hose connection) shall be provided by the County. Welding and cutting may require appropriate building fire protection. This will be coordinated with County.

Scope for Escalator(s): No. 1, 2, 3 and 4

1. The existing escalators shall be disassembled, and the existing components fully removed, down to the existing truss structure. Retaining the basic truss structure, Contractor will install new components within the confines of the existing truss and provide a modernized escalator unit.
2. Escalator cladding is to be retained. No modifications of the existing glass cladding will be made. Contractor will provide protective coverings on glass when working on the escalators to ensure against damage.
3. Contractor to provide barricading in the area close to the escalators that have been discussed with BCAD for the storage and protection of materials. Full height barricades approximately 8 feet in height shall be installed at the upper and lower ends of the escalator being modernized. Barricades to be free-standing, Contractor to include drawings highlighting the locations of Barricades for West Escalators and barricades to

protect workers for each escalator along with plan and laydown area. All tooling and materials shall be kept inside the barricaded area except during material movement tasks.

4. Contractor's price includes 2 flat steps at each end for modernized units.
5. Balustrades will be provided with standard 3/8" glass.
6. Decking and skirts will include standard #4 stainless steel. (4301/304/SS#4-240 grain)
7. Contractor to assume no drains, sump pumps, or sprinklers are required.
8. Contractor shall dispose of all equipment removed for the upgrade of the escalators.

9. General Contracting Work

9.1. Contractor shall furnish and install:

9.1.1. Barricades around Two (2) Escalators from 1st to 3rd Floor at the same time using drywall or other material approved by County.

9.1.2. FLL Signage to be placed on the exterior side of the barricades. Signage to be approved by County.

9.1.3. Floor protection.

9.1.4. Protection for columns close to the area of work.

9.1.5. Barricade removal when requested.

9.1.6. Site protection, to be utilized during and throughout the jobsite for the duration of the project.

10. Electrical Work

10.1. Main line feeders to be reused.

10.2. Contractor shall furnish and install:

10.2.1. Main line safety switch with rejection clips and RK5 fuse.

10.2.2. GFI receptacles in each pit.

10.2.3. One (1) light in each pit.

10.2.4. Dedicated earth grounds.

10.2.5. Labels on all disconnects.

11. Contractor will obtain all permits for work, including escalator permits.
12. Contractor will provide Fire Alarm integration.
13. Contractor will provide UV Lighting for Handrails.
14. Contractor will provide Escalator Inspection.
15. Rollable Barricading Around Escalators.
16. Contractor will provide free Standing Barricades for Storage of Materials.
17. Contractor will secure work areas around escalator safely.
18. Contractor will provide Safety Equipment and Protocols.
19. Contractor will follow all necessary MOT Requirements.

Scope for Escalators No. 7, 8, 9 and 10

1. The existing escalators shall be disassembled, and the existing components fully removed, down to the existing truss structure. Retaining the basic truss structure, Contractor will install new components within the confines of the existing truss and provide a modernized escalator unit.
2. Escalator cladding is to be retained. No modifications to the existing glass cladding shall be made. Contractor will provide protective coverings on glass when working on the escalators.
3. Contractor to provide barricading in the area close to the escalators that have been discussed with BCAD for the storage and protection of materials. Full height barricades approximately 8 feet in height shall be installed at the upper and lower ends of the escalator being modernized. Barricades to be free-standing, Contractor to include drawings highlighting the locations of Barricades for West Escalators and barricades to protect workers for each escalator along with plan and laydown area. All tooling and materials shall be kept inside the barricaded area except during material movement tasks.
4. Contractor's price includes 2 flat steps at each end for modernized units.
5. Balustrades will be provided with standard 3/8" glass.
6. Decking and skirts will include standard #4 stainless steel. (4301/304/SS#4-240 grain)
7. Contractor to assume no drains, sump pumps, or sprinklers are required.

8. Contractor shall dispose of all equipment removed for the upgrade of the escalators.

9. General Contracting Work

9.1. Contractor shall furnish and install:

- 9.1.1. Barricade around Two (2) Escalators from 1st to 3rd Floor at the same time using drywall or other material approved by County.
- 9.1.2. FLL Signage to be placed on exterior side of the barricades. Signage to be approved by County.
- 9.1.3. Floor protection.
- 9.1.4. Protection for columns close to the area of work.
- 9.1.5. Barricade removal when requested.
- 9.1.6. Site protection, to be utilized during and throughout the jobsite for the duration of the project.

10. Electrical Work

- 10.1.1. Main line feeders to be reused.
- 10.1.2. Contractor shall furnish and install:
 - 10.1.2.1. Main line safety switch with rejection clips and RK5 fuse.
 - 10.1.2.2. GFI receptacles in each pit.
 - 10.1.2.3. One (1) light in each pit.
 - 10.1.2.4. Dedicated earth grounds.
 - 10.1.2.5. Labels on all disconnects.

11. Contractor will provide all permits for work, including escalator permits.

12. Contractor will provide Fire Alarm integration.

13. Contractor will provide UV Lighting for Handrails.

14. Contractor will provide Escalator Inspection.

15. Rollable Barricading Around Escalators.

16. Contractor will provide free Standing Barricades for Storage of Materials.

17. Contractor will provide scaffolding around existing Starbucks business, with approved signage.
18. Contractor will secure work areas around escalator safely.
19. Contractor will provide Safety Equipment and Protocols.
20. Contractor will follow all necessary MOT Requirements.

EXHIBIT G – TEMPORARY STORAGE LOCATIONS

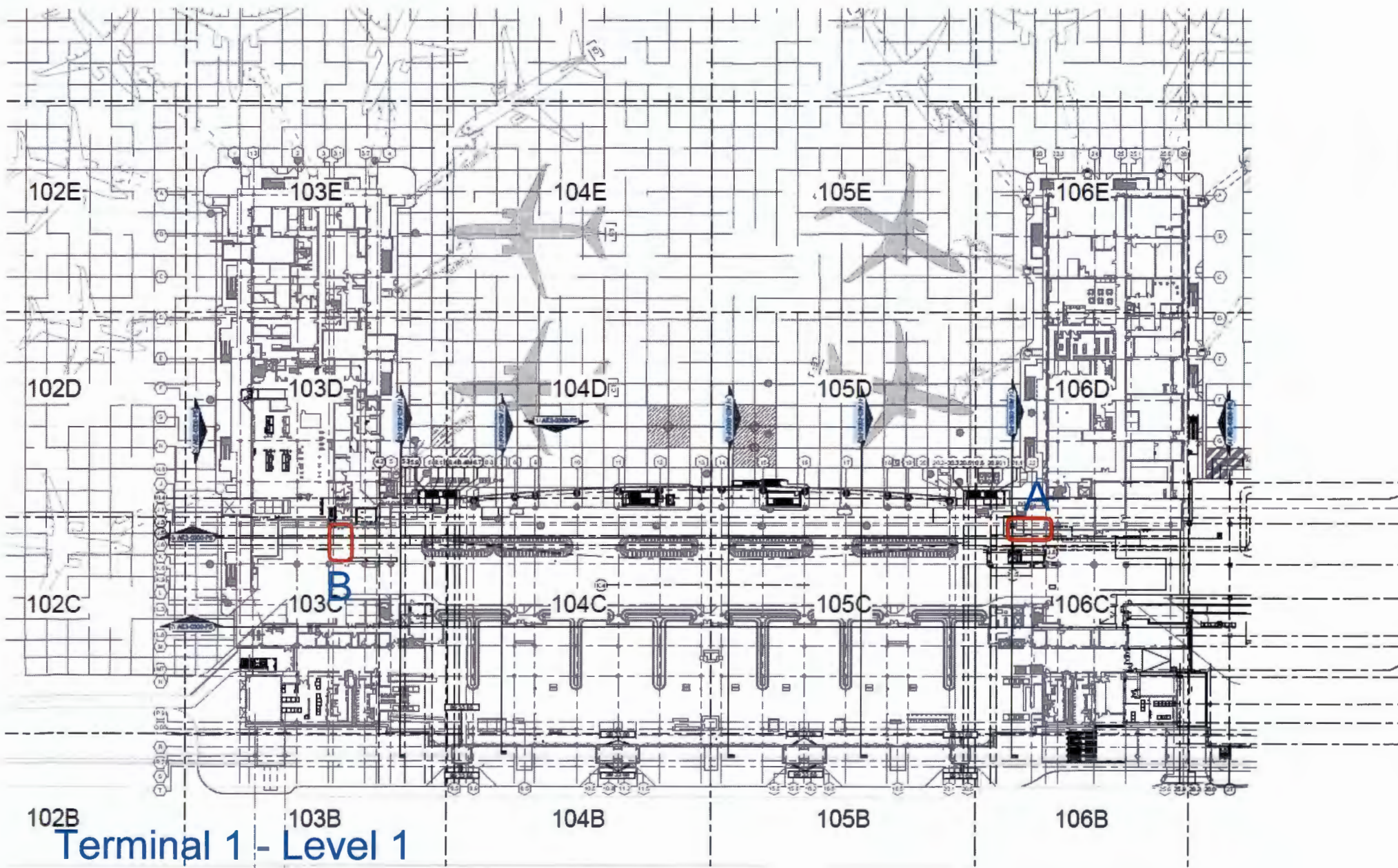
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BORDER RELEASE DATE 8/15/79

KEY PLAN

The key plan shows the site layout with streets: 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St. The plan includes building footprints, parking areas, and surrounding streets.





102B 103B 104B 105B 106B
Terminal 1 - Level 1

