

**Schindler****Schindler Elevator Corporation**

April 28, 2020

Broward County Convention Center  
Attn: Anthony Cordo  
Broward County  
Fort Lauderdale, FL 33304

**RE:**  
Broward County Convention Center

Dear Mr. Cordo,

Per the invitation to bid and specifications for modernization and maintenance for Broward County Convention Center dated March 12, 2020, we are pleased to submit the enclosed bid proposal for your review and consideration. We are hopeful that we will be awarded this project per the following factors:

- Maintenance expertise, including engineering support, local mechanic capabilities, and replacement parts support for the existing equipment prior to and during the modernization process, minimizing the modernization impact during the project duration
- Advanced modernization processes through the field engineering and submittal durations, ensuring milestone adherence and on-time material delivery
- OEM solutions, guaranteeing a safe, reliable, satisfying turnover and long-term equipment performance

Our bid proposal includes the following information, attached for your review:

- Bid Forms
- Project Schedule Form (1 pages, Microsoft Project schedule attached)
- Project Specification / Contract Clarifications

We wish to thank Broward County and the Broward Convention Center ownership for the opportunity to bid the project and look forward to the potential collaboration regarding this project.

Sincerely,  
**Schindler Elevator Corporation**

*Anthony Mazzola*

Anthony Mazzola  
Modernization Sales Representative

Attachments

cc: Anthony Cordo, Broward County  
Brandon Sullivan, Schindler Elevator, District Manager

## Modernization and Maintenance Clarifications

### Contract Review

Contract based on mutually agreeable terms and conditions.

#### Article 3 Section 3.3

Please add the following language:

"The liquidated damages provided for herein are in lieu of all other damages for such default or delay and shall in no event be assessed against Contractor in excess of 2% of the contract price in total."

#### Article 5

Schindler will provide its standard payment terms which require 35% down, 95% of the remaining amount in monthly progress payments, and 5% retainage.

#### Article 7

Please add the following language:

Section 7.6.2, Contractor's obligation to name parties as additional insured shall cease immediately upon it no longer being the contracted maintenance provider.

Section 7.6.7: Limits shall be in the amount of \$1M per occurrence and \$1M in the aggregate.

Section 7.6.8: Reduce the limits to \$7.5M; roughly three (3) times the project value.

"Contractor shall provide its standard additional insured endorsement, CG 2010-04-13."

#### Article 7 Section 7.9

We will provide certificates in lieu of policies.

#### Article 24

Notwithstanding anything to the contrary set forth herein, Schindler warrants that the work supplied hereunder will comply with the specifications and that there will be no defects in materials and workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. The equipment furnished and installed under our Agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent mechanics, specially trained to service said equipment. Our guarantee is not intended to take the place of this normal servicing of the equipment and it is not to be construed that we will provide maintenance service of this type, without charge, except as may be provided in our contract, or that we will correct, without charge, breakage, maladjustment or other issues arising out of maintenance provided by others. Schindler's sole duty under the warranty is to correct the nonconformance or defect at Schindler's expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.

#### Article 41

Please add: Notwithstanding anything to the contrary, if a County delay lasts more than ninety (90) days, Contractor shall be entitled to an equitable adjustment of the contract price.

#### Article 42.1.2

after "strikes," insert "labor disputes,".

#### In General

Please add:

"Notwithstanding anything to the contrary set forth herein, Contractor shall not be liable for damages of any kind in excess of the contract price. In no event shall Contractor be liable for special, indirect or consequential damages for default or delay."

"Notwithstanding anything to the contrary set forth in the Contract Documents, any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains Schindler's property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Ahead features ("SA") (if applicable). In the event Schindler's maintenance obligation is terminated, the SA features will be deactivated and Schindler reserves the right to remove the SA hardware."