

OHIO TURNPIKE COMMISSION

ADDENDUM NO. 1

BID INVITATION NO. 4203  
FURNISHING A COMPLETE MAINTENANCE AGREEMENT FOR ELEVATORS  
LOCATED AT VARIOUS COMMISSION BUILDINGS,  
FOR A PERIOD OF ONE (1) YEAR

OPENING DATE: *EXTENDED TO*  
2:00 P.M. (E.D.T.), JUNE 27 28, 2013

ATTENTION OF BIDDERS IS DIRECTED TO:

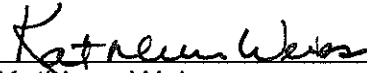
ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M., JUNE 24, 2013

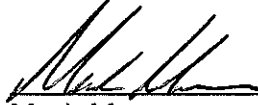
- AND -

MODIFICATIONS TO THE CONTRACT DOCUMENTS

Cover Page, Page 1a, and Page 8c

Issued by the Ohio Turnpike Commission June 25, 2013. Authorized by Kathleen Weiss, Acting Executive Director, and Mark Musson, Staff Attorney.

  
Kathleen Weiss  
6/25/13  
Date

  
Mark Musson  
6/25/13  
Date

**ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M., JUNE 24, 2013:**

**Q#1 My Legal Dept will want to know if the Commission will accept modification to the Additional Insurance Requirements, Indemnification language, and consequential damages language.**

**For example: The specification requires an inspection once per quarter, so unlike a construction site, our employee is usually NOT ON SITE. As our employee is not on site, our company cannot prevent behavior or miss-use (*sic*) of the elevator that results in physical damage or injury. Our company will provide an OCPL in lieu of the additional insurance, is that acceptable to the Commission?**

*A#1 The contract for elevator service includes quarterly inspection and service as well as service call-out provisions, both emergency and scheduled, as determined by the Commission. The Successful Contractor does not need to be stationed at the sites at any other time. The OCPL inquired about references owner's and contractor's protective liability insurance, which covers bodily injury and property damage liability arising out of an independent contractor's operations for another party. Such coverage would be satisfactory in lieu of any additional insurance that may be required by the Commission. However, none of the existing Insurance or Indemnity provisions in the original Invitation Contract Documents will be waived. Page 8c of the Special Provisions are modified via this Addendum No. 1 to reflect OCPL as an acceptable alternative to an additional insured endorsement on the Selected Contractor's General Commercial Liability and Commercial Automobile Liability policies.*

**THE FOLLOWING MODIFICATIONS ARE MADE TO THE CONTRACT DOCUMENTS FOR INVITATION NO. 4203:**

Modifications are shown with ***bold italicized*** text and deletions are shown with strikethrough text.

The Cover Page and Page 1a of the NOTICE TO BIDDERS are hereby modified to extend the Bid Opening Date from June 27, 2013 to 2:00 P.M. (E.D.T.) on June **28**, 2013.

The first sentence of the second paragraph on Page 8c of the Special Provisions is hereby modified as follows:

***"The Commission shall be endorsed as an additional insured on the Commercial General Liability and Commercial Automobile Liability policy or policies, or the Selected Contractor, in lieu of the endorsement identifying the Commission as an additional insured, shall obtain owner's and contractor's protective liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate that covers bodily injury and property damage liability to a third party arising from the Selected Contractor's operations performed under the Contract."***

**(Bidders are advised to utilize the attached replacement Cover Page, Notice to Bidders Page 1a, and Special Provisions Page 8c.)**

**Receipt of Addendum No. 1, Invitation No. 4203 is hereby acknowledged:**

(Firm Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Date) \_\_\_\_\_

**BIDDERS MUST RETURN THE ABOVE ACKNOWLEDGEMENT  
OF RECEIPT OF ADDENDUM NO. 1 WITH THEIR BID.**

# OHIO TURNPIKE COMMISSION

682 PROSPECT STREET

BEREA, OHIO 44017

PROCUREMENT SECTION

440-234-2081

BID INVITATION NO. 4203

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## FOR FURNISHING:

A COMPLETE MAINTENANCE AGREEMENT FOR ELEVATORS LOCATED AT VARIOUS  
COMMISSION BUILDINGS, FOR A PERIOD OF ONE (1) YEAR

## OPENING DATE:

2:00 P.M. (E.D.T.), JUNE 27 28, 2013

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## SUBMITTED BY:

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## ATTACHMENTS:

- Bonding Requirements (1 Page)
- Facilities Map

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**OHIO TURNPIKE COMMISSION**

682 PROSPECT STREET  
BEREA, OHIO 44017

**NOTICE TO BIDDERS**

**INVITATION NO. 4203**

**Sealed Bids for furnishing to the Ohio Turnpike Commission, a complete maintenance agreement for elevators located at various Commission Buildings for a period of one (1) year, will be received in the office of the Procurement Manager at the principal office of the Commission, Ohio Turnpike Administration Building, 682 Prospect Street, Berea, Ohio 44017, until 2:00 P.M. (E.D.T.), June 27 28, 2013.**

**At said hour all Bids will be publicly opened and read.**

The General Terms and Conditions, Specifications, Special Provisions, Bid, Affidavit, Contract and Performance Bond are on file and available to any interested person in the aforesaid Procurement Manager's office. These documents will be forwarded, upon request and without charge, to any prospective Bidder.

Each Bid must be on the form prescribed by the Commission and must comply with the terms and conditions set forth in the "Contract Documents."

**Each Bid must be accompanied by a Combination Ten Percent (10%) Bid Guaranty Bond/Performance Bond Form covering Fifty Percent (50%) of the estimated Contract value, or a certified check, cashier's check or letter of credit on a solvent bank, payable to the order of the Ohio Turnpike Commission, in an amount not less than Ten Percent (10%) of the net total amount Bid, adjusted for a twenty (20) day payment term discount, if offered. These Bid Guaranty requirements are in conformance with the Ohio Revised Code Sections 153.54 and 9.312.**

If a Combination Bid Guaranty/Performance Bond will be submitted by a Bidder, such bond must be on a form approved by the Commission. Approved bond forms are contained herein. The certified check, cashier's check, letter of credit or Bid Guaranty Bond will be held by the Commission as a guaranty that, if any Bid is accepted, the Contract Documents will be executed and the performance of the Bid secured. Each such check, letter of credit or Bid Guaranty Bond, or the proceeds thereof, will be returned or retained as provided in the General Terms and Conditions.

## SPECIAL PROVISIONS

The Selected Contractor shall, at its own expense, also purchase and maintain Commercial Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of \$1,000,000 for Bodily Injury and Property Damage.

The Commission shall be endorsed as an additional insured on the Commercial General Liability and Commercial Automobile Liability policy or policies, *or the Selected Contractor, in lieu of the endorsement identifying the Commission as an additional insured, shall obtain owner's and contractor's protective liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate that covers bodily injury and property damage liability to a third party arising from the Selected Contractor's operations performed under the Contract*. The insurance policy or policies shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission's Risk Management Coordinator.

The Selected Contractor shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

The Commission may, at any time, require the Selected Contractor to obtain any additional or other insurance. In each such case, the Commission shall reimburse the Selected Contractor for the net premium cost thereof which reimbursement shall be made at the time of final payment.