

SPECIAL CONDITIONS

**RE: CONSTRUCTION OF PARTITIONS WALL SYSTEM AND OTHER RELATED SERVICES FOR
INNOVIT – ITALIAN INNOVATION AND CULTURE HUB
SAN FRANCISCO (CA)**

Article 1 – Subject of the project

The Italian Trade Agency (ITA) Los Angeles Office is requiring a construction service to adapt the lower level of Innovit, San Francisco with n.2 new additional corporate offices and n.1 storage room, by using a partition wall system, as specified in the Market Survey, in the Annex 1 - Technical Description and in the Annex 3 - Project.

We require the completion of the following elements:

- On site supply and set up of partitions wall system with self-supporting structures and with floor to ceiling sound absorbing panels, double glass panels, included doors, knobs and hardware.
- Creation of a new storage room with a plasterboard wall measuring 70.5", with door. (see Annex 3 - Area A).
- Demolition of a plasterboard wall 85" width, removal of all waste materials, cleaning and finishing of existent surfaces (see Annex 3 - Area B).
- Replacement of door H type with G type door , with the installation of a clear double glass panel (please see Annex 3 for letter and photo reference - Area B)
- Creation of a new corporate office with plasterboard walls measuring 133" x 87 " (see Annex 3 - Area C), installation of a G type door (please see Annex 3 for letter and photo reference) with a clear double glass panel.
- Removal of a portion of insulated ceiling tiles and holding structure. Removal of all waste materials, cleaning and finishing of existent surfaces.
- Removal of a wood panel attached to one wall and possible restoration of underlying wall condition.
- On site set up of 2 electrical switches and connection to existing light fixtures (see Annex 3 - Areas B and C).
- On site set up of 5 or 6 new electrical outlets/boxes (see Annex 3 - Areas B and C).
- On site installation of an air ventilation tube on the ceiling including connection to the main HVAC system (see Annex 3 - Areas B and C).
- On site installation of a white structure with top lid to screen cables in one corner of the office
- Removal of all waste materials, cleaning and finishing of existent surfaces, including repaint of walls of interested areas if requested by ITA.
- All transportation, costs (inbound and outbound), insurance.
- All other related labor and material.

Important note:

- **The location will be available for all the activities required for the setup and completion of the service requested (delivery, demolition, removal of waste material, electric and HVAC system updates, installation of all new office structures and related parts) from August 15th to August 30th from 9 am to 5 pm.**
- **Work must be carried out in a workmanlike manner and in compliance with all applicable national and local codes.**

- **The set-up must be carried out based on the Technical Description and Project .**

Article 2 - Assembly, delivery and completion terms

The set up of the office partitions structures and all related services must be completed by **August 30th, 2024**. This includes delivery, demolitions, removal of waste material, electric and HVAC system updates, installation of all new office structures and related parts.

All work must be done in accordance with instruction of the Italian Trade Agency.

The Contractor is responsible for the disposal of any waste material during the setup, duration and at the end of the entire work.

Article 3 - Main obligations of the Appointed Contractor

The Appointed Contractor agrees to:

- Deliver the Italian Trade Agency with the new office areas in excellent condition, suitable for the use and in conformity with the US & State of California. To this regard, the materials, technical systems and completion must be in accordance with the technical description of the project. The Appointed Contractor will also be required to respect all scheduling that has been established by the Italian Trade Agency.
- Abide by minor layout and orientation changes requested by ITA.
- Guarantee that the result is in top shape and suitable for the requested use.
- Replace, repair, or refurbish the parts to maintain image and function.
- Leave the space in mint condition at the end of the service provided.
- Provide ITA with the Certificate of workers compensation insurance.
- For information on comprehensive General insurance limits and the aggregate combined single limits for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products, automobile liability insurance combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading, and unloading operators (if applicable), please consult the Italian Trade Agency.
- The insurance policies shall name as additional insured the Italian Trade Agency, the Italian Cultural Institute, the Fondazione Giacomo Brodolini SRL SB, their subsidiaries, contractors, and directors, employees, agents, and representatives.
- Certified copies of the certificates of insurance or policies shall provide that they may not be canceled without 30 days advance written notice to the Italian Trade Agency.
- If requested, certified copies of the certificates of insurance or policies, copies of additional insured endorsements, primary coverage endorsements and copies of policies satisfactory, shall be furnished to the Italian Trade Agency.
- For the whole duration period of the contract, in any case, the Appointed Contractor is responsible for the good behavior of its personnel and workers, being also liable for damages that such personnel and workers may cause (to persons and/or things and towards third parties) even outside of the specific working area.

Article 4 - Other obligations of the Appointed Contractor

The Appointed Contractor shall also, at no additional cost to Italian trade Agency:

- Perform small tasks not included in the attached project that are necessary for the best and final result (supports, electrical sockets and similar) upon request of Italian Trade Agency representatives.
- Agree that the Italian Trade Agency reserves the right to ask for the replacement, at the expense of the Appointed Contractor, of all materials and/or installations which do not meet bid specifications, current laws and regulations or other regulatory requirements.
- Provide on-site qualified personnel to ensure that all related materials, installations, and equipment in use at Innovit are in working condition.
- Deliver the space in the same condition as found before the installment activities.

Article 5 - Main obligation of the Italian Trade Agency – Payment

The Italian Trade Agency will provide payment, upon presentation of substantiated original invoices by the Appointed contractor, as follows:



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- **20%** of the total amount after signing the contract and upon presentation of an original invoice;
- **80%** balance after the conclusion of the job and upon presentation of original invoice, after a successful final inspection of all work and supplies and on receipt of confirmation from the local personnel attesting the removal was completed on time without causing any damage, and the area was returned in mint conditions.

Please note: prior to the payment of the final invoice, a “Certificate of Regular Execution” will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed.

Article 6 - Insurance requirements and duties of the Appointed Contractor

The Appointed Contractor should provide:

- Insurance coverage for all damages which might come to its employees to the building and materials during all phases of the project from the set up to transport of the materials.
- Insurance coverage for the damages against third parties caused by the same persons and equipment. The Appointed Contractor is responsible for the workers employed and for any damages caused by them. The Italian Trade Agency can request the removal of any worker whose conduct reflects negatively on the image of the Italian Trade Agency.

Article 7 - Modifications of the Project

The Appointed Contractor should not make changes to the project or premises unless authorized in writing by the Italian Trade Agency and only in cases beyond its control.

Small variations of the arrangements of the project and related material can be verbally agreed upon on site with Italian Trade Agency representatives.

Article 8 - Compensation for delays

Time is of the essence in this Agreement.

The setup of the project must be completed in its entirety **by 5:00pm (PST) on Friday, August 30th, 2024**. If this deadline is not met, the following penalties will be applied:

▶▶ delay of up to 1 day	10% deducted from total contract price
▶▶ delay beyond 1 day	20% deducted from total contract price
▶▶ delay beyond 1 day when late delivery does not allow Innovit to carry out its services appropriately (at ITA sole discretion)	50% deducted from contract price plus consequential damages
▶▶ quality of the services required not conformed to the Technical Description:	10% to 20% deducted from total contract price

In the event that all the required structures and related activities are not completed **by 5:00pm (PST) on Friday, August 30th, 2024** due to the Appointed Contractor’s failure to deliver and perform the tasks requested that conforms to the awarded bid or conforming to Italian Trade Agency’s specifications as otherwise mutually agreed upon, or due to failure to deliver in accordance with the terms of this Bidding Agreement, the Appointed Contractor will pay Italian Trade Agency any and all damages, including any consequential damages, incurred due to such failure to deliver, and will indemnify Italian Trade Agency as provided hereunder.

Article 9– Applicable Law; Invalidity and Miscellaneous Provisions

- Assignment. No right, interest or obligation of the Appointed Contractor in, or arising under, this Bidding Agreement may be assigned to any third party (by operation of law or otherwise) without the prior written consent of the Italian Trade Agency in its sole discretion.
- Integration; Waiver; Modification. This Bidding Agreement, and all documents referenced herein, constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to the matters set forth herein, are superseded by this Bidding Agreement. No waiver, amendment, or modification of any provision of this Bidding Agreement shall be effective unless in writing



and executed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising a right, power or remedy under the Bidding Agreement shall operate as a waiver of any such right or other right, power or remedy unless as specifically provided in this Bidding Agreement.

- Further Assurances. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Bidding Agreement.
- Applicable Law; Invalidity. This Bidding Agreement shall be governed, construed, and interpreted in accordance with the substantive laws of the state of California. If any provision of this Bidding Agreement shall be held to be contrary to law, the remaining provisions shall remain in full force and effect and the invalid provision shall be reformed to the extent possible to give effect to the intended meaning and purpose.
- Attorneys' Fees. In the event, any legal action or other proceeding is commenced between the parties hereto concerning this Bidding Agreement or the rights and obligations relating thereto, the party prevailing in such legal action or other proceeding shall, in addition to such other relief as may be awarded, be entitled to recover costs and attorneys' fees that are reasonable under the circumstances.
- Force Majeure. No failure or omission by a party to this Bidding Agreement to carry out or observe any of the terms or conditions of this Bidding Agreement shall give rise to any claim or be deemed a breach of this Bidding Agreement if such failure or omission arises from war, riot, natural disaster, act of God, unavailability of materials, delays caused by regulatory agencies, or any other cause reasonably beyond the control of a party to this Bidding Agreement. In the event that a party to this Bidding Agreement is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Bidding Agreement for any cause set forth above, such party shall give a written notice to the other as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult with each other and take necessary measures for the resolution of the matters so prevented or hindered.
- Survival. The agreements, representations, warranties, duties and obligations as set forth in this Bidding Agreement, to the extent consistent with the intent and purpose of this Bidding Agreement, shall survive termination of this Bidding Agreement.
- Mutual Drafting. This Bidding Agreement shall be deemed mutually drafted by the Italian Trade Agency and the Appointed Contractor or any other contractor submitting a bid hereunder; thus, in the event of an ambiguity, no presumption shall be maintained that is predicated upon or related to the person drafting the provision.

Article 10 – Signature of Contract by the Appointed Contractor

The Appointed Contractor must send the signed contract to the Italian Trade Agency **by 3 working days from receiving it.** Otherwise, the Italian Trade Agency has the right to assign the contract to another Contractor.

Article 11 - Minimum time period during which the Appointed Contractor remains under contractual obligations

From the date the Appointed Contractor signs the contract, the Contractor remains under contractual obligations until ITA issues a "Certificate of Regular Performance" certifying that the service has been fully completed in accordance with the agreed upon terms.

Article - 12 Contract Resolutions

In case the Appointed Contractor does not abide by all the Rules and Regulations of the Italian Trade Agency's bid, the Italian Trade Agency has the right to cancel the contract.

Article 13 – Competent Jurisdiction

Any dispute arising under or in connection with this contract shall be exclusively decided by the Court of Los Angeles according to the Law of the State of California.