

**CONTRACTUAL SERVICES AGREEMENT NO. 12071 WITH ORACLE ELEVATOR  
HOLDCO, INC. FOR ANNUAL ELEVATOR SERVICES**

This Agreement is entered into on \_\_\_\_\_, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Oracle Elevator Holdco, Inc., a foreign corporation with a principle business address located at 8800 Grand Oak Circle, Suite 550, Tampa, FL 33637, hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties").

**WITNESSETH**

**WHEREAS**, the County issued Bid No. 22-8 seeking Contractors to provide elevator preventive maintenance, inspection and testing services required by the County ; and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 22-8, the County identified the Contractor as the lowest responsible and responsive firm; and

**WHEREAS**, the County desires to contract with the Contractor to provide the Work described in Bid No. 22-8 and the Contractor desires to provide such Work to the County in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

- 1.1. This Agreement is effective for one (1) year beginning October 1, 2021 ("Effective Date"), and continuing through September 30, 2022, unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.
- 1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners

(“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided the Scope of Work attached hereto as **Exhibit 1**, and incorporated herein (“Work”).
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the Work described.
  - 3.2. The Contractor warrants all the Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
  - 3.3. The Contractor acknowledges that the County's observation, inspection or review of the Work performed in no way diminishes the Contractor's warranty pertaining to the Work performed.
4. **Method of Payment.** For all Work actually, timely and faithfully performed, the Contractor will be paid as follows:
  - 4.1. The Contractor shall be paid a sum Not to Exceed Eight-Four Thousand, Eight Hundred Thirty-Five Dollars and Zero Cents (\$84,835.00), period commencing on the Effective Date and continuing through September 30, 2022. Payment shall be paid based on the fee schedule attached hereto as **Exhibit 2**.
  - 4.2. As a condition precedent for any payment, the Contractor shall submit a monthly invoice to the County requesting payment for Services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such Services were rendered pursuant to a fee and the

person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director  
Alachua County Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida, 32601  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

- 4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Oracle Elevator Holdco, Inc.  
8800 Grand Oak Circle Suite 550  
Tampa, FL, 33637  
[mike.west@oracleelevator.com](mailto:mike.west@oracleelevator.com)

- 4.4. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

## 5. **ALACHUA COUNTY GOVERNMENT MINIMUM WAGE**

- 5.1. The Work performed through this Agreement is considered covered services under

Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

- 5.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor’s and County’s representatives are:



County:

Department Director  
Alachua County Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida, 32601  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

Contractor:

Oracle Elevator Holdco, Inc.  
8800 Grand Oak Circle  
Suite 550  
Tampa, FL, 33637  
[mike.west@oracleelevator.com](mailto:mike.west@oracleelevator.com)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

**7. Default and Termination.**

7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Facilities Management Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within

the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

## 8. **PROJECT RECORDS**

### 8.1. **General Provisions:**

8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical

form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

## **8.2. Confidential Information**

8.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601.**

9. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.
10. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
11. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.
12. **Indemnification.**
  - 12.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
  - 12.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

12.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

13. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or Services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

14. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

15. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.

16. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made

without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

17. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
18. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
19. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
20. **Non-Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
21. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
22. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
23. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of

the Parties.

24. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
25. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
26. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
27. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
28. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.



**29. U.S. Department of Homeland Security E-Verify System.**

29.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

29.2. The Contractor shall expressly require any subcontractors performing Work or providing Services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

**REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Ken Cornell, Chair

Board of County Commissioners

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

**APPROVED AS TO FORM**

DocuSigned by:  
*Diana Johnson*  
9E797AC46776481...

Alachua County Attorney's Office

**CONTRACTOR**

DocuSigned by:  
*Mike West*  
2774B29E439D412...  
By: \_\_\_\_\_

Print: Mike west

Title: Senior Vice President

Date: 9/13/2021

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## Exhibit 1: Scope of Work/ Technical Specifications

### TECHNICAL SPECIFICATIONS

1. **SCOPE** - The Contractor shall provide elevator preventive maintenance, inspection and testing services required by the Department. All work shall be in accordance with the applicable provisions of Chapter 399, Florida Statutes, governing elevators, as an elevator service contractor. All services outlined in this section shall be considered covered services, unless otherwise indicated. Services outside those included in this section shall be referred to as non-covered services.

#### 2. CONTRACTOR DELIVERABLES

##### 2.1. Facilities Served, Equipment and Service Times

2.1.1. Addition of Facilities/Equipment Served - The equipment located in the Department's facilities is identified in Exhibit 1-C – Facility & Equipment List, which is for informational purposes only.

2.1.2. In the event the Department requests services at facilities or equipment not currently listed, the Contractor shall provide a written estimate for those services within 30 days of written notice from the Department.

2.1.3. **Deletion of Facilities/Equipment Served** - Deletion of facilities or equipment shall be upon written mutual agreement of both parties through a Contract amendment.

2.1.4. **Service Times** - All services, unless otherwise coordinated and approved by the Facilities Manager and/or designee, shall be provided by the Contractor between the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding State holidays (section 110.117, Florida Statutes). All calls between these hours will be considered regular working hours and not as defined in Section 2.8, Emergency, After Hour and Force Majeure Repairs. The Contractor shall respond to a callback within one hour from the time the request for service is made.

2.2. **General Facility Site Procedures** - For each visit to a site to perform work under this Contract, the Contractor's staff shall:

- 2.2.1. Check in and out with the Facilities Manager or designee.
- 2.2.2. Perform all work without unnecessary interference to occupants. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.2.3. Protect existing facilities from damage by workmen, and repair or replace at the Contractor's expense, any damage to property caused by its employees or suppliers.
- 2.2.4. Keep premises free from accumulation of waste materials or rubbish caused by operations and from leaks and spillage from equipment. Upon completion of the work, remove all waste materials and rubbish from and about the installation area, as well as all tools, equipment, machinery and surplus materials, and clean all building surfaces, leaving the work area clean. During overnight projects, the Contractor shall clean and remove all debris, tools, equipment, machinery and surplus materials from tenant access areas prior to 7:30 a.m. of the next work day.
- 2.2.5. Keep the elevator pit(s) and equipment room(s) clear and free from rubbish/debris.
- 2.2.6. Maintain lamps, ballasts, starters and exhaust fans in the cabs.
- 2.2.7. The Contractor shall verify proper fuse sizing for all disconnects providing electrical power to elevator equipment. Verification shall be documented in writing and provided to the Facilities Manager no later than 30 days after the start date of the Contract.
- 2.2.8. Maintain and service the lights in the cab interior, top of elevator cab and the elevator pit.
- 2.2.9. Maintain and service any communications equipment installed in the cabs and the equipment pertaining thereto, including hands-free audio and or visual two-way emergency communication between cab(s) and the Department or its authorized agent excluding any equipment currently provided by the current Contractor for the purpose of emergency communication.
- 2.3. **Asbestos-Containing Materials** - Asbestos-containing materials (assumed, confirmed or suspected) shall not be disturbed. If any of these materials are encountered and need to be disturbed, the Contractor shall stop work and contact the Facilities Manager immediately.

The Facilities Manager will contact the Department's Environmental Specialist for direction and to possibly retain the services of other consultants or contractors to aid in the asbestos work.

**2.4. Inspections and Tests** - The Contractor shall inspect all elevator equipment for safety and proper use to ensure a fully operational and functional unit, which will include, but not be limited to, the following:

- 2.4.1. The Contractor shall perform routine and periodic inspections and tests on the elevator components. The periodic tests shall be conducted at the frequencies stated, and shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators, Part X and ASME A17.2 Inspector's Manual.
- 2.4.2. The Contractor shall furnish a written and electronic copy of all scheduled periodic inspections and tests to the Facilities Manager within 30 working days after the Contract start date. The periodic inspections, tests and re-inspections shall be witnessed by the Facilities Manager or designee and if required, by an independent Certified Elevator Inspector. The Contractor will forward test reports to the County designee and Department of Business and Professional Regulation.
- 2.4.3. The Contractor shall correct all deficiencies within the scope of the Contract by the date specified in the report. When all listed deficiencies have been corrected, the Facilities Manager or designee shall sign and date a copy of the inspection report.
- 2.4.4. The Contractor shall test the fire service operation monthly and record the test and its results in the logbook and on the service ticket.
- 2.4.5. Routine inspections and tests otherwise not identified in this elevator service specification performed by city, state or federal government and/or insurance agencies or their representatives are specifically not in this Contract and do not satisfy the requirements herein specified.
- 2.4.6. The Contractor shall obtain and post signed inspection certifications and other standard forms in the elevator machine rooms as required. Copies shall be provided to the Facilities Manager.
- 2.4.7. Failure to provide requested documentation will result in a deduction from the monthly invoice pursuant to Exhibit 1-A – Performance Standards and Guarantees.

## 2.5. **Preventive Maintenance Services**

### 2.5.1. **Preventive Maintenance**

- 2.5.1.1. The Contractor's qualified technician shall perform required services on elevator equipment listed on Exhibit 1-C – Facility & Equipment List. The Contractor shall provide a report to the Facilities Manager or designee at the completion of all monthly services.
- 2.5.1.2. The Contractor shall complete the required monthly services within each month of the 12 calendar months per year. Failure to provide services within the required month will result in nonpayment for that month and possible further actions allowed by the Contract.
- 2.5.1.3. Monthly services shall include, but are not limited to, cleaning, inspection, lubrication, calibrations, hardware tightening and replacement; alignment adjustments, repair and replacement parts, technical support, and evaluation of needed repairs. The Contractor shall provide to the Facilities Manager an annual list of all tasks being performed on all equipment as well as the intervals the tasks are being performed during each service visit within 30 days of the Contract start date.
- 2.5.1.4. Equipment Cleaning – The Contractor shall clean equipment to maintain a clean condition and preserve the life of the equipment.
- 2.5.1.5. Equipment Examination
  - 2.5.1.5.1. Examination of equipment shall follow the appropriate original equipment manufacturer guidelines and the Contractor shall identify and document any equipment condition that may impair the normal operation of the equipment.
  - 2.5.1.5.2. The Contractor shall submit a report to the Facilities Manager detailing any and all corrective action for covered and non-covered items. The report shall include detailed labor and material cost, estimated time to obtain parts, estimated time to mobilize, and any other cost associated with the required work or repair. Items of an emergency nature shall be communicated to the Facilities Manager immediately and followed up in written form.

- 2.5.1.6. Equipment Lubrication – The Contractor shall lubricate equipment at intervals recommended by the original equipment manufacturer or as indicated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the original equipment manufacturer.
- 2.5.1.7. Equipment Adjustment
- 2.5.1.7.1. When the operation of the equipment varies from its normal or originally designed performance standards as a result of normal wear and use, the Contractor shall make the necessary adjustments to correct for proper operation.
- 2.5.1.7.2. Adjustments shall be made by qualified technicians properly equipped with tools and instruments. Adjustments shall be made at regular intervals, frequent enough to maintain the elevator in normal operating condition and to preserve the useful life of the part or assembly.
- 2.5.1.7.3. Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be repaired or replaced.
- 2.5.1.8. Equipment Painting
- 2.5.1.8.1. The Contractor shall paint the equipment at intervals frequent enough to maintain a professional appearance, prevent rusting and preserve the equipment.
- 2.5.1.8.2. All paint shall be suitable for the purpose intended and be of high quality. Application of the paint shall, in all circumstances, comply with applicable local codes and current ASME codes.
- 2.5.1.9. Parts or Assemblies Replacement – The Contractor shall replace all worn, damaged or broken items. Replacement of the items shall occur during the course of the examination in which such condition was found or reported.
- 2.5.1.10. Equipment Repairs – The Contractor shall make all repairs attributed to normal wear and use of the elevator system, and the Contractor shall maintain and/or repair any in-ground hydraulic lines or any other equipment that directly affects the operation of the elevators.

2.6. **Certified Elevator Inspector** – At the Contractor's expense, the Contractor shall employ an independent Certified Elevator Inspector to perform the annual elevator test required by the elevator code. When the standard annual testing includes the subsequent three-year or five-year test, these also are to be witnessed by the Certified Elevator Inspector.

2.7. **Service Exceptions**

2.7.1. The Contractor will not be required to make any renewals, replacements or repairs necessitated by negligence, abuse, misuse or vandalism of the equipment or by any other cause beyond the Contractor's control except ordinary wear and tear.

2.7.2. The Contractor will not assume responsibility for any items of elevator equipment not included in the Contract or items in the Contract which are specifically excluded.

2.7.3. The Contractor will not make any alterations to the elevator equipment, including control circuits, without prior written approval from the Facilities Manager or designee.

2.7.4. The Contractor shall not be responsible for cleaning any equipment caused by reasons beyond the Contractor's reasonable control, or as a result of improper janitorial or facility maintenance functions.

2.8. **Emergency, After Hour and Force Majeure Repairs**

2.8.1. This section is applicable to both covered and non-covered repairs. The Contractor shall charge the applicable hourly rate for these services.

2.8.2. The Contractor shall stand ready, and be available to perform emergency, after hour and force major repairs as deemed necessary by the Department outside of normal working hours defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. Services shall include, but not be limited to, the following:

2.8.2.1. Callback service shall be provided by a qualified technician.

2.8.2.2. Travel time to and from a job site shall be non-billable.

2.8.2.3. The Contractor shall respond to an emergency callback within a one hour from the time the request is made. An emergency callback will be at the discretion of the Facilities Manager or designee.

2.8.2.4. Billable hours charged to the Department shall commence upon checking in and out with the Facilities Manager or designee.



2.8.2.5. The Contractor shall charge the hourly rate for emergency repairs as agreed upon in the Contract. Emergency repairs shall be considered outside normal working hours [defined as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding State holidays)].

2.8.2.6. All emergency repairs shall be initiated and authorized by the Facilities Manager or designee. All parts installed shall be in accordance with Section 2.9, Parts and Parts Warranty.

2.8.2.7. In the event overtime, Sunday or holiday work is required to complete a task, prior approval shall be obtained from the Facilities Manager.

2.8.2.8. The Contractor shall have a service ticket on each emergency callback and shall obtain the Facilities Manager or designee's signature at the facility being serviced. A copy of the service ticket shall be left with the Facilities Manager or designee. Electronic service tickets shall be electronically delivered to the Facilities Manager on the date service is rendered.

## **2.9. Parts and Parts Warranty**

2.9.1. All installed parts must be new and in the original factory containers, unless refurbished equipment/parts for a specific repair is/are approved by the Facilities Manager or designee in advance. The work order shall have a notation indicating the use of "new" or "refurbished" equipment/parts. The Contractor shall provide the Facilities Manager or designee with a copy of the manufacturer's invoice for verification.

2.9.2. New parts will carry the full manufacturer's warranty. When refurbished equipment/parts are used, it must be noted on the work order as "refurbished".

2.9.3. The Contractor shall maintain at a minimum, an inventory of parts sufficient for maintenance and repair of elevator equipment at the service repair facility(ies).

2.9.4. The Contractor shall have and maintain, for the duration of the Contract, all required service and repair tools.

2.10. **Workmanship** – All work shall be under the general direction of the Contractor, but subject to the inspection of the Facilities Manager or designee who may require the

Contractor to correct defective workmanship and parts without cost to the Department, if it is found to be the responsibility of the Contractor.

2.11. **Contractor Staff Requirements**

2.11.1. The Contractor shall assign service technicians to perform maintenance and service repairs as specified in this solicitation, and shall have backup technicians who are completely qualified to assume the responsibilities in the event of sickness or other causes of absence of the assigned technician.

2.11.2. The Contractor shall employ one or more technicians with a certificate of competency per section 399.01, Florida Statutes, to perform six-month and one-year inspections and tests, per section 399.061, Florida Statutes, and ASME A17.1.

2.11.3. The Contractor's staff shall carry identification as prepared by the Contractor. Identification information shall include the employee's full name, photograph (portrait) and company name.

2.12. **Contract Administration** – The Contractor shall designate a senior representative to oversee all activities under the resulting Contract including, but not limited to, scheduled services, scheduled tests, unscheduled services, reporting, record keeping and billing. The Contractor shall provide this information to the Facilities Manager within 10 days after the Contract start date.

2.13. **Reporting Requirements** – The Contractor shall keep and maintain complete and accurate records of all inspections, preventive maintenance, repairs (including trouble calls) and parts installed. Copies of these records shall be provided to the Facilities Manager at each visit and as indicated as follows:

2.13.1. **Logbook-Each Visit**

2.13.1.1. The Contractor shall provide the Facilities Manager a logbook within 10 days after the Contract start date, and the logbook shall be placed in all machine rooms once the logbook has been approved for use by the Facilities Manager.

2.13.1.2. The Contractor shall update the logbook with each visit when work is performed, in detail, including but not be limited to, date and time and other relevant comments.

2.13.2. **Service Ticket-Each Visit** – The Contractor's technicians will prepare a service ticket at each site visit to show:

- 2.13.2.1. Building, elevator and elevator serial number.
- 2.13.2.2. Date, time of arrival, departure and time spent.
- 2.13.2.3. Brief description of conditions found and work performed in written detail.
- 2.13.2.4. Name and signature of technician.
- 2.13.2.5. Signature of the Facilities Manager or designee. (Service tickets without authorized signature shall not be accepted as a valid site visit).
- 2.13.2.6. Utilization of any electronic device to document a service call or work ticket shall automatically send a copy of the document to the Facilities Manager by means of electronic mail to the Facilities Manager upon completion. Electronic signature for verification of work completed shall be obtained.
- 2.13.3. **Monthly Summary Report** - The Contractor shall submit a properly completed and signed Exhibit 1-B – Monthly Summary Report, and a copy of all signed work tickets with the Contractor's monthly invoice for each location, as required for processing the invoice for payment.
- 2.13.4. **Certification Letter - Annually**
  - 2.13.4.1. Annually, the Contractor shall submit to the Department copies of certificates of competency per Section 399.01, Florida Statutes, for employees so qualified.
  - 2.13.4.2. Safety Certification: Thirty calendar days after issuance of a purchase order, and annually thereafter, the Contractor will produce an original certification letter to the Department from the Department of Business Regulation, Bureau of Elevator Inspection, that the elevators referenced in Exhibit 1-C – Facility & Equipment List have met the elevator safety code ASME A17.1, A-17.2, A-17.3 and A17.4, National Fire Code and applicable building codes. A copy of the certification letter shall be provided to the Facilities Manager.
- 2.13.5. **Condition Reports-Quarterly**
  - 2.13.5.1. The Contractor shall prepare and regularly submit to the Facilities Manager written condition reports on all equipment. Condition reports shall be prepared on forms acceptable to the Department.
  - 2.13.5.2. Condition reports may be submitted at any time, but not to exceed a

frequency of 90-day intervals.

2.13.5.3. The condition reports shall inform the Facilities Manager of the current condition of the equipment and make recommendations regarding the need for repairs, alterations and/or modification to the equipment.

2.13.5.4. This condition report shall, upon request from the Facilities Manager, include a report of time intervals and dispatch times on various programs, door standing times, and door opening and closing speeds.

2.13.5.5. All suggestions by the Contractor for alterations shall be in writing, and accompanied by supporting prints, sketches and/or schematics as required to provide detailed information.

2.14. **Reference Library**

2.14.1. The Contractor shall have and maintain, for the duration of the Contract term, a reference library of information containing, but not limited to, the ASME A17.01 - Safety Code for Elevators and Escalators, ASME A17.2 - Inspector's Manual, Chapter 399, Elevators, Florida Statutes, equipment maintenance schedules, lubrication specifications and schedules, passwords, equipment schematics, control schematics, layouts, parts and assembly lists, and other basic information needed to properly maintain the equipment covered by this Contract.

2.14.2. Within three months after the Contract start date, the Contractor shall give to the Facilities Manager a copy of those items except the codes, and shall maintain another copy for its own use. The copy given to the Department shall be the Department's property and be retained after expiration of the Contract. All copies shall be clear, legible, accurate and concise, and shall be submitted in acceptable condition to the Department.

2.15. **Department Responsibilities**

2.15.1. Provide the Contractor with access to the elevator equipment.

2.15.2. Not use the elevator machine rooms and equipment spaces for storage.

2.15.3. Maintain interior finishes of cab(s).

2.15.4. Give the Contractor written notice of any accident, alteration or change affecting the elevator equipment.

- 2.15.5. Inform the Contractor of assumed or confirmed asbestos-containing materials that are known to exist in areas in which the Contractor will be working.
3. PAYMENT - Payment shall be made on a monthly basis, at the end of each month, for work previously performed and upon proper invoicing and reporting. The Contractor shall submit monthly, one invoice for all facilities with an attached list of each facility and its individual associated monthly cost. The Contractor shall provide to the Facilities Manager or designee a copy of Exhibit 1-B – Monthly Summary Report and copies of all signed service work tickets on or before the last day of each service month.
  4. CONTRACT MONITORING - The Facilities Manager shall be responsible for monitoring the Contractor's performance to ensure compliance in accordance with all Contract provisions.
  5. PERFORMANCE MEASURES - See Exhibit 1-A – Performance Standards and Guarantees.
  6. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE
    - 6.1. **Withholding Payment** - In addition to the specific consequences explained in Section 6.2 below, the County reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to perform/comply with the provisions of this Contract. These consequences for nonperformance shall not be considered penalties.
    - 6.2. **Specific Consequences** - See Exhibit 1-A – Performance Standards and Guarantees.
    - 6.3. **Damage to Equipment** – If the Contractor damages the Department's equipment, the Department shall, at its sole discretion, select one of the following methods to rectify the problem and repair or replace all damaged equipment:
      - 6.3.1. Afford the Contractor an opportunity to repair or replace with "like new" equipment (repair or replacement will be at the discretion of the Department). In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations and/or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Department, in coordination with the tenants of the facility affected, shall determine the costs of this

productivity interruption. However, the Department shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice; or

- 6.3.2. Perform the repair and/or replacement services using the Department's personnel or other means. In such case, the Department shall deduct from the Contractor's invoice all costs of labor and required materials for work performed by the Department's personnel.

**6.4. Required Notice/Termination**

- 6.4.1. The Department shall provide written notice to the Contractor on the actions to be taken by the Department for Sections 6.4.1.1 and 6.4.1.2:

6.4.1.1. Failure to perform, and

6.4.1.2. Damage to equipment and/or facilities.

6.4.1.3. Such notice shall include, the corrective action required by the Contractor to remedy the situation; penalties to be enforced; if payment will be withheld or expenses deducted from the Contractor's invoice(s), specifying the amount; and notice of termination pursuant to the provisions of this Contract.

6.4.1.4. In the event the Department must rely on any of the remedies outlined above, the Department reserves the right to immediately cancel the Contract. Termination of the Contract will be governed by the "Default" provisions of Rule 60A-1.006(3), Florida Administrative Code.

7. ADDITIONS/DELETIONS - During the term of the Contract, the Department shall have the right to add and/or delete facilities and/or equipment covered by this Contract as it deems appropriate with advance written notice. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Addition and/or deletion of other facilities and/or equipment shall be upon written mutual agreement of both Parties through a Contract amendment.
8. TRANSITION PLAN - Within 10 working days after the Contract start date, the Facilities Manager will conduct a preservice meeting or conference call with the Contractor to discuss the Statement of Work and services needed.
9. WARRANTIES - The Contractor warrants that all products furnished under the Contract shall

be free of defective material and workmanship for the life of the Contract, including renewals, and will be done so as to avoid noncompliance under Section 2, Contractor Deliverables and under Exhibit 1-A – Performance Standards and Guarantees.

## Exhibit 1-A – Performance Standards and Guarantees

### Elevator Preventive Maintenance, Inspection and Testing Services

Deliverable	Guarantee	Measurement	Minimum Result of Noncompliance
Log Book Entry	Pursuant to Section 2.13.1, Statement of Work, the Contractor shall provide the Facilities Manager a logbook within 10 days after the Contract start date, and the logbook shall be placed in all machine rooms. This logbook shall indicate in detail the date and time, maintenance work performed, repair work performed, and other relevant comments.	The logbook will be inspected at the end of each month by the Facilities Manager for entry information for all work that has been performed during the month.	Five percent deduction from invoice for failure to complete logbook entries for specific site.
Service Tickets	<p>Pursuant to Section 2.13.2, Statement of Work, the Contractor's technicians will prepare a service ticket at each site visit to show:</p> <ul style="list-style-type: none"> <li>a. Building, elevator and elevator serial number.</li> <li>b. Date, time of arrival, departure and time spent.</li> <li>c. Brief description of conditions found and work performed in written detail.</li> <li>d. Name and signature of technician.</li> <li>e. Signature of the Facilities Manager or designee.</li> </ul> <p>Service tickets without authorized signature shall not be accepted as a valid site visit.</p> <p>f. Utilization of any electronic device to document a service call or work ticket shall automatically send a copy of document to the Facilities Manager by means of electronic mail to the Facilities Manager upon completion. Electronic signature for verification of work completed shall be obtained.</p>	The Facilities Manager shall receive a service ticket for each call that has been responded to by the Contractor.	Failure to comply will result in non-payment if not submitted.
Equipment Condition Reports	<p>Pursuant to Section 2.13.5, Statement of Work:</p> <p>2.13.5.1 The Contractor shall prepare and regularly submit to the Facilities Manager written condition reports on all equipment. Condition reports shall be prepared on forms acceptable to the Department.</p> <p>2.13.5.2 Condition reports may be submitted at any time, but not to exceed a frequency of 90-day intervals.</p>	The Facilities Manager shall be in receipt of condition reports for each elevator. Time period should not exceed more than 90 days from last report.	Five percent deduction from invoice for that quarter for specific site.



	<p>2.13.5.3 The condition reports shall inform the Facilities Manager of the current condition of the equipment and make recommendations regarding the need for repairs, alterations and/or modification to the equipment.</p> <p>2.13.5.4 This condition reports shall, upon request from the Facilities Manager, include a report of time</p>		
	<p>intervals and dispatch times on various programs, door standing times, and door opening and closing speeds.</p> <p>2.13.5.5 All suggestions by the Contractor for alterations shall be in writing, and accompanied by supporting prints, sketches, and/or schematics as required to provide detailed information.</p>		
Certification Letter	<p>Pursuant to Section 2.13.4.2, Statement of Work: Thirty calendar days after issuance of purchase order, and annually thereafter, the Contractor will produce an original certification letter to the Department from the Department of Business Regulation, Bureau of Elevator Inspection, that the elevator(s) referenced in Attachment C- Facility &amp; Equipment List, has met the elevator safety code ASME A17.1, A-17.2, A-17.3 and A17.4, National Fire Code and applicable building codes.</p>	<p>Annual Certification shall be made available for placement in each elevator prior to the previous year's expiration date.</p>	<p>Five percent deduction each month from invoice for specific site.</p>
Reference Library	<p>Pursuant to Section 2.14, Statement of Work: The Contractor shall have and maintain, for the duration of the Contract term, a reference library of information containing, but not limited to, the ASME A17.01 - Safety Code for Elevators and Escalators, ASME A17.2 - Inspector's Manual, Chapter 399 - Elevators - Florida Statutes, equipment maintenance schedules, lubrication specifications and schedules, passwords, equipment schematics, control schematics, layouts, parts and assembly lists, and other basic information needed to properly maintain the equipment covered by this Contract. Within six months after the Contract start date, the Contractor shall give to the Facilities Manager a copy of those items except the codes, and shall maintain another copy for its own use. The copy given to the Department shall be the Department's property and be retained after expiration of the Contract. All copies shall be clear, legible, accurate and concise, and shall be submitted in acceptable condition to the Department.</p>	<p>The list of deliverables written in Section 2.14 shall be present on site at the facility prior to the end of the third month after Contract executed.</p>	<p>Five percent deduction from invoice each month document is not received after the end of the third month for specific site.</p>

Inspection Schedules	Pursuant to Section 2.4.2, Statement of Work, the Contractor shall furnish a written and electronic copy of all scheduled periodic inspections and tests to the Facilities Manager within 30 working days after the Contract start date. The periodic inspections, tests and re-inspections shall be witnessed by the Facilities Manager and if required, by an independent Certified Elevator Inspector. The Contractor will forward test reports to the Department of Business and Professional Regulation.	Schedule of inspection shall be delivered to the Facilities Manager within 30 days of Contract commencement.	Five percent deduction from invoice for specific site.
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Monthly Summary Report	Pursuant to Section 2.13.3, Statement of Work, the Contractor shall submit a properly completed and signed Attachment B-Monthly Summary Report, and a copy of all signed work tickets with the Contractor's monthly invoice for each location, as required for processing the invoice for payment.	Monthly Summary Report shall accompany invoice at the end of each month's inspection.	Five percent deduction from invoice for specific site.
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*\*Please note that failure to perform may also constitute a default pursuant to 60A-1.006, Florida Administrative Code*

## Exhibit 1-B - Monthly Summary Report

Elevator Preventive Maintenance, Inspection and Testing Services

(Must be submitted with Monthly Invoice)

<b>Monthly Summary Report for the Month of:</b>	<b>Contract Date:</b>	
<b>Property:</b>	<b>Commenced On:</b>	
<b>Contract Monthly Amount:</b>	<b>Terminates On:</b>	
<b>Amount of this Invoice:</b>		
<b>Date of this Invoice:</b>		
Requirements	Yes	No
	Last	Next
Copy of Required Service Ticket(s) attached		
Reference Library Submitted - Date Condition		
Quarterly Report Dates - Certification Letter		
Annual Date - One Year Safety Tests Done		
Three Year Safety Dates (hydraulic elevators)		
Five Year Safety Tests Dates		
Monthly Scheduled Service Visit		
Date Equipment Cleaned		
Floor Painted		
Equipment Painted		
Inspection by Senior Representative		
Certificates of Competency (Section 399.01,Florida Statutes)		
Number of Call -backs for the Previous Month		
Number of Call -backs (from Contract start date to date)		
Average Number of Call-backs Per Month (from Contract start date to date)		
Number of Warranty Call-backs (from Contract start date to date)		
Name of Assigned Mechanic		
Senior Representative's Signature		
<b>If necessary, attach separate sheet with problems, solutions and comments.</b>		

**Exhibit 1-C – Facility & Equipment**

<b>Building Location</b>	<b>Elevator/Dumbwaiter</b>	<b>Make</b>	<b>Type</b>	<b># of Landings</b>	<b>Serial #</b>
Administration Building	#1 (Elevator)	Otis	Traction	5	5719
Administration Building	#2 (Elevator)	Otis	Traction	5	5720
Administrative Annex	#1 (Elevator)	General Hydro	Hydro	3	33229
Civil Courthouse	#1 (Elevator)	Dover Traction	Traction	5	24338
Civil Courthouse	#2 (Elevator)	Dover Traction	Traction	5	24339
Civil Courthouse	#3 (Elevator)	Dover Traction	Traction	5	24340
Civil Courthouse	#4 (Elevator)	Mowrey/Hydro	Hydro	5	24343
Civil Courthouse	#1 (Dumbwaiter)	Miami Elevator	Traction	5	24342
Criminal Courthouse	#1 (Elevator)	Kone	Traction	4	73003
Criminal Courthouse	#2 (Elevator)	Kone	Traction	4	73008
Criminal Courthouse	#3 (Elevator)	Kone	Traction	4	73004
Criminal Courthouse	#5 (Elevator)	Kone	Traction	4	73005
Criminal Courthouse	#6 (Elevator)	Kone	Traction	4	73006
Criminal Courthouse	#7 (Elevator)	Kone	Traction	3	73009
Criminal Courthouse	#8 (Elevator)	Kone	Traction	3	73007
Josiah T Walls Building	#1 (Elevator)	General Hydro	Hydro	3	22343
Josiah T Walls Building	#2 (Elevator)	General Hydro	Hydro	3	62133
Main Street Center	#1 (Elevator)	Mowrey	Hydro	3	50151
New Public Defenders	#1 (Elevator)	ThyssenKrupp	Hydro	2	103399
State Attorney's Office	#1 (Elevator)	Mowrey	Hydro	3	8879
Wilson Building	#1 (Elevator)	SE Machine Hydro	Hydro	2	5249

**\*Criminal Courthouse #4 is currently not in use, there is a space for a future elevator**

<b>Building Location</b>	<b>Elevator/Dumbwaiter</b>	<b>Make</b>	<b>Type</b>	<b># of Landings</b>	<b>Serial #</b>
Alachua County Jail	#1 (Elevator)	Miami Elevator	Hydro	2	46697
Alachua County Jail	#2 (Elevator)	Miami Elevator	Hydro	2	46698
Alachua County Jail	#1 (Dumbwaiter)	Sedgwick	Tractio	2	46699

**Exhibit 2: Bid Form/Fee Schedule****BID FORM**

BID: **22-8 Annual Elevator Services**

E-BID OPENING DATE: **2:00 pm, Wednesday, April 28, 2021**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Covered Services Rate Emergency After Hours Repairs		
Item		\$ Overtime Hours
Labor Rate For Repairs, per Hour, 1 <sup>st</sup> Person		\$350.00 /hour
Labor Rate For Repairs, per Hour, 2 <sup>st</sup> Person		\$175.00 /hour
Non-Covered Services Hourly Rate During Working Hours ( 8:00am to 5:00pm)		
Item		\$ Standard Hours
Labor Rate For Repairs, per Hour, 1 <sup>st</sup> Person		\$350.00 /hour
Labor Rate For Repairs, per Hour, 2 <sup>st</sup> Person		\$175.00 /hour
Mark up % for non-covered parts	10%	
Non-Covered Services Rate Emergency After Hours Repairs		
Item		\$ Overtime Hours
Labor Rate For Repairs, per Hour, 1 <sup>st</sup> Person, 2 Hour Minimum		\$350.00 /hour
Labor Rate For Repairs, per Hour, 2 <sup>st</sup> Person, 2 Hour Minimum		\$175.00 /hour
Mark up % for non-covered parts	10%	

**COVERED SERVICES DURING WORKING HOURS**

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #	Monthly Cost
Administration Building	#1 (Elevator)	Otis	Traction	5	5719	\$190.00
Administration Building	#2 (Elevator)	Otis	Traction	5	5720	\$190.00
Administrative Annex	#1 (Elevator)	General Hydro	Hydro	3	33229	\$55.00
Civil Courthouse	#1 (Elevator)	Dover Traction	Traction	5	24338	\$190.00
Civil Courthouse	#2 (Elevator)	Dover Traction	Traction	5	24339	\$190.00
Civil Courthouse	#3 (Elevator)	Dover Traction	Traction	5	24340	\$190.00
Civil Courthouse	#4 (Elevator)	Mowrey/Hydro	Hydro	5	24343	\$75.00
Civil Courthouse	#1 (Dumbwaiter)	Miami Elevator	Traction	5	24342	\$40.00
Criminal Courthouse	#1 (Elevator)	Kone	Traction	4	73003	\$235.00
Criminal Courthouse	#2 (Elevator)	Kone	Traction	4	73008	\$235.00
Criminal Courthouse	#3 (Elevator)	Kone	Traction	4	73004	\$243.00
Criminal Courthouse	#5 (Elevator)	Kone	Traction	4	73005	\$235.00
Criminal Courthouse	#6 (Elevator)	Kone	Traction	4	73006	\$235.00
Criminal Courthouse	#7 (Elevator)	Kone	Traction	3	73009	\$235.00
Criminal Courthouse	#8 (Elevator)	Kone	Traction	3	73007	\$235.00
Josiah T Walls Building	#1 (Elevator)	General Hydro	Hydro	3	22343	\$65.00
Josiah T Walls Building	#2 (Elevator)	General Hydro	Hydro	3	62133	\$65.00
Main Street Center	#1 (Elevator)	Mowrey	Hydro	3	50151	\$65.00
New Public Defenders	#1 (Elevator)	ThyssenKrupp	Hydro	2	103399	\$65.00
State Attorney's Office	#1 (Elevator)	Mowrey	Hydro	3	8879	\$65.00
Wilson Building	#1 (Elevator)	SE Machine Hydro	Hydro	2	5249	\$55.00

\*Criminal Courthouse #4 is currently not in use, there is a space for a future elevator

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #	Monthly Cost
Alachua County Jail	#1 (Elevator)	Miami Elevator	Hydro	2	46697	\$65.00
Alachua County Jail	#2 (Elevator)	Miami Elevator	Hydro	2	46698	\$65.00
Alachua County Jail	#1 (Dumbwaiter)	Sedgwick	Traction	2	46699	\$65.00

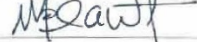
*No Addendums Issued*

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes ☒ No #2 Yes No #3 Yes No #4 Yes No

Bidder: Mike West Company: Oracle Elevator Holdco, Inc.

Address: 250 National Place, Suite 152, Longwood, Florida 32750

Authorized Signature:  Title: Senior Vice President

Clearly Print Name: Mike West

Phone: 800-526-6115 Fax: N/A Date: April 28, 2021

Email Address: mike.west@oracleelevator.com

### **Exhibit 3: Insurance Requirements**

#### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

##### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

##### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

##### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

##### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

##### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form



## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

### **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

## **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**            **Alachua County Board of County Commissioners**

## **MAIL, EMAIL or FAX CERTIFICATES**

<b>Department Contact:</b>	<b>Steve Wargo</b>
<b>Department:</b>	<b>Facilities Management</b>
<b>Phone:</b>	<b>352.384.3190</b>
<b>Email:</b>	<b>swargo@alachuacounty.us</b>
<b>Bid:</b>	<b>22-8 Annual Elevator Services</b>

## Exhibit 3-A: Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)

9/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1429777	Oracle Elevator Holdco, Inc. and its subsidiaries Premier Elevator Company, Inc. Premier Elevator Services, LLC. 8800 Grand Oak Cir., Ste. 550 Tampa FL 33637	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Everest Premier Insurance Company	NAIC # 16045
		INSURER B : American Casualty Company of Reading, PA	20427
		INSURER C : Everest Indemnity Insurance Company	10851
		INSURER D : Continental Casualty Company	20443
	INSURER E :		
	INSURER F :		

COVERAGES ORAEL01

CERTIFICATE NUMBER: 14710152

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Proj Gen Agg \$10M <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CF1GL00190211	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$100k ded.	Y	Y	BUA 7012365590	4/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XC1EX00124-211	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 7012187101	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Property	N	N	6050434104	1/1/2021	1/1/2022	Limit: \$2,058,681

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Comp Deductible: \$100,000. Alachua County Board of County Commissioners, its officials, employees and volunteers are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

14710152

Alachua County Board of County Commissioners  
Risk Management  
915 SE 5th Street  
Gainesville FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Attachment Code: D567517 Master ID: 1429777, Certificate ID: 14710152



Alachua County Board of County Commissioners  
Risk Management

915 SE 5th Street

Gainesville, FL 32601

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **14710152**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC - Pacific Series**

Lockton Insurance Brokers, LLC

License #0F15767

777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524

213-689-0065 / FAX: 213-689-0550

lockton.com



Attachment Code: D533288 Certificate ID: 14710152

POLICY NUMBER: CF1GL00190211

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Locations Of Covered Operations
<b>Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be named as an additional insured with respect to the Named Insured performance of operations at any location on behalf of such person(s) or organization(s).</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for 'bodily Injury', 'property damage' or 'personal and advertising injury' caused, in whole or in part, by:

1. Your acts or omissions
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above,

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" cut of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment Code: D533288 Certificate ID: 14710152

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement the most we will pay on behalf of the additional insured is the amount of insurance:

3. Required by the contract or agreement or

4. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment Code: D534943 Certificate ID: 14710152

POLICY NUMBER: CF1GL00190211

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be named as an additional insured	Any location for which the Named Insured's work was performed for such person(s) or organization(s) for any completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury" or "property damage" caused, in whole or in part, by your work at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contractor agreement; or
  2. Available under applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment Code: D587717 Certificate ID: 14710152

**Policy No: CF1GL00190211**

**COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**CG 20 01 04 13**

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**Page 1 of 1**



Attachment Code: D534173 Certificate ID: 14710152

**Policy Number:** CF1GL00190211

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

**ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY" , "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8.

**Transfer Of Rights Of Recovery Against  
Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.




**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**
**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.  
The insurance afforded by this provision **A.2.:**
  - a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
  - b. Does not apply to:
    - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
    - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 38; Page: 1 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7012365590

Policy Effective Date: 4/1/2021

Policy Page: 172 of 735


**Business Auto Policy**  
**Policy Endorsement**
**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**
**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 38; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7012365590

Policy Effective Date: 4/1/2021

Policy Page: 173 of 735



Attachment Code: D534188 Certificate ID: 14710152


**Business Auto Policy**  
**Policy Endorsement**
**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**
**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 38; Page: 3 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7012365590

Policy Effective Date: 4/1/2021

Policy Page: 174 of 735

Attachment Code: D534188 Certificate ID: 14710152


**Business Auto Policy**  
**Policy Endorsement**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**Policy Period, Coverage Territory**

- E. **Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7012365590

Policy Effective Date: 4/1/2021

Endorsement No: 38; Page: 4 of 4

Policy Page: 175 of 735

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Attachment Code: D542825 Certificate ID: 14710152

POLICY NUMBER: BUA 7012365590

COMMERCIAL AUTO  
CA 04 44 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF  
SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: Oracle Elevator Holdings**

**Endorsement Effective Date: 4/1/2021**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM  
OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS  
WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Attachment Code: D534176 Certificate ID: 14710152

## **Workers Compensation And Employers Liability Insurance** **Policy Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below

Form No: WC 00 03 13 (04-1984)

Policy No: WC 7012187101

Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 1/1/2021 Endorsement No: 7; Page: 1 of 1

Policy Page: 74 of 119

Underwriting Company: Continental Casualty Company, 333 S Wabash Ave, Chicago, IL 60604.

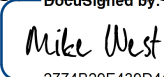
#### **Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Oracle Elevator Holdco, Inc.  
8800 Grand Oak Circle Suite 550  
Tampa, FL 33637  
(800) 526-6115  
[mike.west@oracleelevator.com](mailto:mike.west@oracleelevator.com)

Project Description: *Annual Elevator Services; provide elevator preventive maintenance, inspection and testing services required by the Department. All work shall be in accordance with the applicable provisions of Chapter 399, Florida Statutes, governing elevators, as an elevator service contractor*

#### **CONTRACTOR**

By:   
2774B29E439D412...  
Print: Mike west  
Title: Senior Vice President  
Date: 9/13/2021

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

Certificate Of Completion

Envelope Id: 9AFA693715A94F92BDB682E89A193EBC

Status: Completed

Subject: Please DocuSign: Contractual Services Agreement 12071 with Oracle Elevator Holdco, Inc. for Ann...

Source Envelope:

Document Pages: 39

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

mguidry@alachuacounty.us

AutoNav: Enabled

IP Address: 163.120.80.11

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

9/9/2021 9:06:47 AM

Holder: Michelle Guidry

mguidry@alachuacounty.us

Location: DocuSign

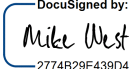
Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events	Signature	Timestamp
Mike West mike.west@oracleelevator.com Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  2774B29E439D412...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 107.77.223.110 Signed using mobile</div>	Sent: 9/9/2021 9:11:29 AM Viewed: 9/13/2021 7:10:51 AM Signed: 9/13/2021 7:11:43 AM

Electronic Record and Signature Disclosure:  
Accepted: 9/13/2021 7:10:51 AM  
ID: 3fd8de6f-c8d1-4eb2-a5a6-127b31490b9f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Thomas (Jon) Rouse  
trouse@alachuacounty.us  
Contracts Supervisor  
Alachua County Board of County Commissioners  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/13/2021 7:11:49 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/9/2021 9:11:29 AM

Certified Delivered

Security Checked

9/13/2021 7:10:51 AM

Signing Complete

Security Checked

9/13/2021 7:11:43 AM



Envelope Summary Events	Status	Timestamps
Completed	Security Checked	9/13/2021 7:11:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

EXHIBIT B

Oracle Elevator Holdco, Inc.

**CORPORATE RESOLUTION  
GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS  
Secretary's Certificate**

I am the General Counsel and Secretary for Oracle Elevator Holdco, Inc. I hereby certify that the resolution attached as Appendix authorizes the Company's CEO, CFO, COO, General, and Mike West to sign all documents with respect to Alachua County on behalf of the Company.

I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of 2021, and do hereby certify that the attached is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

The Company further certifies that these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. The Company acknowledges that any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

(Corporate Seal) Secretary of the Corporation

By: 

Jim Warner

(Print Secretary's Name)

Date: April 28, 20

**Appendix**

**ORACLE ELEVATOR HOLDCO, INC.**

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS**

**January 25, 2021**

The undersigned, being all of the members of the Board of Directors (the "Board") of Oracle Elevator Holdco, Inc., a Delaware corporation (the "Company") hereby consent and agree, in lieu of a special meeting of the Board, to the approval and adoption of the following resolutions:

**WHEREAS**, the Company wishes to ensure appropriate safeguards for the execution of customer and supplier contracts following the addition of operations acquired through the acquisition of Premier Elevator Company, Inc. and Premier Elevator Services, LLC;

**WHEREAS**, under the terms of the Company Sales Policy, any contract for Maintenance, Repair or Modifications that either changes the Company's standard terms and conditions or is issued on the customer's contract terms must be signed by the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, or the General Counsel;

**WHEREAS**, the Company wishes to revise its signature authority and issue an updated Sales Policy and new Contract Administration Policy to formalize a revised signature authority; and,

**WHEREAS**, the Board has determined that it is advisable and in the best interests of the Company to amend the Sales Policy and to issue a Contract Administration Policy.

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that, the Company shall amend the Sales Policy and issue a Contract Administration Policy to provide the following signature authority:

1. All contracts including, without limitation, all customer contracts, vendor contracts, leases, settlement agreements, and non-disclosure agreements that either modify the Company's standard terms and conditions or are issued on a third party's contract terms (collectively, "Contract") must be signed by one of the following: The Chief Executive Officer, the Chief Financial Officer, the Chief Operations Officer, or the General Counsel. In addition to these authorized signatories, the following members of senior management may execute Contracts as follows:
  - a. Contracts for Customers or Vendors in the Florida Region – Mike West – SVP Florida
  - b. Contracts for Customers or Vendors in the Premier Region (GA, AL, MS, TN and the Jacksonville, Florida region) – Hugh Bertschin – RVP

**RESOLVED**, that, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the Directors and officers of the Company be, and each of them hereby is, individually authorized in the name and on behalf of the Company from time to time (i) to prepare, execute, deliver and perform, as the case may be, such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings, (ii) to pay or cause to be paid on behalf of the Company any related costs and expenses and (iii) to take such other actions, in the name and on behalf of the Company, as each such Director or officer, in such person's discretion, shall deem necessary or advisable to complete and effect the foregoing transactions or to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated thereby, the preparation, execution, delivery and performance of any such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings, the payment of any such costs or expenses and the performance of any such other acts shall be conclusive evidence of the approval of the Board thereof and all matters relating thereto.

**RESOLVED FURTHER**, that all actions heretofore taken by the Directors and officers of the Company with respect to the foregoing resolutions are hereby approved, adopted, ratified and confirmed.

**[SIGNATURE PAGE TO FOLLOW]**



***(Signature Page to Written Consent of the Board of Directors of Oracle Elevator Holdco, Inc.)***

This written consent is made pursuant to Section 141(f) of the General Company Law of the State of Delaware, and amended, shall be effective as of the date hereof, shall have the same force and effect as a vote of the Board at a duly called meeting and shall be filed with the minutes of the Company in the Company's minute book. A facsimile or electronic mail copy of a signature page hereto shall be deemed an original for all purposes. This consent may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

Dated as of the date first written above.

**BOARD:**

DocuSigned by:  
  
382AEDC083D84C8  
Sean P. Barrette

DocuSigned by:  
  
734DD68D8606412  
Jeffery Farrero

DocuSigned by:  
  
6CAA38DAF67542A...  
Paul M. Belliveau

**Certificate Of Completion**

Envelope Id: 44F64180946B4BF2B445F9F69B91BD85

Status: Completed

Subject: Please DocuSign: Contractual Services Agreement 12071 - Oracle Elevator Holdco, Inc. - Annual E...

Source Envelope:

Document Pages: 61

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.11

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Michelle Guidry

Location: DocuSign

9/13/2021 10:47:10 AM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

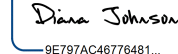
**Signer Events****Signature****Timestamp**

Diana Johnson

dmjohnson@alachuacounty.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Viewed: 9/13/2021 1:37:28 PM

Signed: 9/13/2021 1:40:49 PM

Signature Adoption: Pre-selected Style

Using IP Address: 163.120.80.11

**Electronic Record and Signature Disclosure:**

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 9/13/2021 1:41:01 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jaye Athy

jathy@alachuacounty.us

Procurement Specialist

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 9/13/2021 1:41:02 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/13/2021 1:37:28 PM
Signing Complete	Security Checked	9/13/2021 1:40:49 PM
Completed	Security Checked	9/13/2021 1:41:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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### **To advise Alachua County of your new email address**

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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### **Acknowledging your access and consent to receive and sign documents electronically**

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By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.