3

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #080420-TKE FOR COMPREHENSIVE SERVICE, REPAIR, MAINTENANCE, MODERNIZATION, INSPECTION, CERTIFICATION OF ELEVATORS, LIFTS, AND ESCALATORS

BID #: POA-71084-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM OCTOBER 1, 2021 THROUGH AUGUST 28, 2024 WITH ONE YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the one (1) year renewal option with Sourcewell Contract #080420-TKE for Comprehensive Service, Repair, Maintenance, Modernization, Inspection, Certification of Elevators, Lifts, and Escalators with TK Elevator Corporation in the annual not-to-exceed expenditure amount of $1,500,000.00. Total revised not-to-exceed award amount will be $6,500,000.00. Period of service will be from date of award from August 28, 2024 to August 28, 2025.

This award will be funded by various account(s) and executed by formal contract amendment through the Office of General Counsel and processed by individual Purchase Order(s).

Attachments: Recommendation Memo, Supplier's Memo and Previous Award(s)

ANALYST: LEEANN WARCHOL **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: 60D36951-E25B-4EF4-AD80-6AD6BF34EF42

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department Name
Street Address
City, State ZIP
(904) 630-CITY
Jacksonville.gov

MEMORANDUM

TO: **Dustin L. Freeman**
Chief of Procurement

THRU: **Nina Sickler, P.E. Director,**
Department of Public Works

DocuSigned by: Nina Sickler
1EFA223D5D23487...

FROM: **Roy Birbal, Chief,**
Public Buildings Division

DocuSigned by: Roy Birbal
FBA0E6E082164F6...

SUBJECT: **Renewal and Increase – POA-71084-21**
Thyssenkrupp Elevator Company
Piggyback Contract #080420 - TKE; Comprehensive Service.

DATE: **5/21/2024**

The Department of Public Works, Public Buildings Division has received a request from Thyssenkrupp Elevator Company to renew, for the final year, the referenced contract with an increase to the not to exceed amount of $1,500,000.00 as well as an increase in their pricing and labor rates which expire on August 28, 2024.

Accordingly, we request approval of the renewal request in the amount of $1,500,000.00. The revised not to exceed amount will be $6,500,000.00 and the service period will be from August 28, 2024 through August 28, 2025. Please see Attachment A for new labor rates for FY 24-25.

Attachments:

Attachment A

Vendor Letter

COI

DocuSign Envelope ID: 60D36951-E25B-4EF4-AD80-6AD6BF34EF42

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department Name
Street Address
City, State ZIP
(904) 630-CITY
Jacksonville.gov

Attachment A

TKE- Labor Rates - August 2024 - August 2025

Licensed Technician

Normal Weekday Hrs	Overtime Hour - After	Double Time- Mech
$ 250.00	$ 425.00	$ 500.00

Technician Helper

Normal Weekday Hours . 8am-5pm	Overtime Hours - After Sunday	Double time Mechanic Hour-Holiday, Sunday All Overtime Repairs
$ 226.72	$ 385.42	$ 453.44

Adjuster

Normal Weekday Hours . 8am-5pm	Overtime Hours - After Sunday	Double time Mechanic Hour-Holiday, Sunday All Overtime Repairs
$ 334.41	$ 568.50	$ 668.82

Sourcewell

CONTRACT EXTENSION

Contract Number: 080420-TKE

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	TK Elevator 114 Townpark Dr NW Kennesaw, Georgia 30144-3715 (Vendor)

have entered into Contract Number: 080420-TKE
for the procurement of: Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

The Contract has an expiration date of 2024-08-28 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-28 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Donna Sams DF61D22042884CF...
Authorized Signature	Authorized Signature
Jeremy Schwartz	Donna Sams
Name	Name
Chief Operating and Procurement Officer	Supervisor, S&R Contract Analysts
Title	Title
3/12/2024 | 8:41 AM CDT	3/13/2024 | 11:22 AM EDT
Date	Date

Item	Building/Location	Address
	CITY HALL AT ST. JAMES US177291	
1	St James Building - City Hall	117 W Duval St
2	St James Building - City Hall	117 W Duval St Car #1
3	St James Building - City Hall	117 W Duval St Car #2
4	St James Building - City Hall	117 W Duval St Car #3
5	St James Building - City Hall	117 W Duval St Car #4
6	St James Building - City Hall	117 W Duval St Car #5
		Sub Total
	DUVAL COUNTY COURTHOUSE US95285	
7	Duval County Unified Courthouse	501 W Adams St
8	Duval County Unified Courthouse	501 W Adams St
9	Duval County Unified Courthouse	501 W Adams St
10	Duval County Unified Courthouse	501 W Adams St
11	Duval County Unified Courthouse	501 W Adams St
12	Duval County Unified Courthouse	501 W Adams St
13	Duval County Unified Courthouse	501 W Adams St
14	Duval County Unified Courthouse	501 W Adams St
15	Duval County Unified Courthouse	501 W Adams St
16	Duval County Unified Courthouse	501 W Adams St
17	Duval County Unified Courthouse	501 W Adams St
18	Duval County Unified Courthouse	501 W Adams St
19	Duval County Unified Courthouse	501 W Adams St
20	Duval County Unified Courthouse	501 W Adams St
21	Duval County Unified Courthouse	501 W Adams St
22	Duval County Unified Courthouse	501 W Adams St
23	Duval County Unified Courthouse	501 W Adams St
24	Duval County Unified Courthouse	501 W Adams St
25	Duval County Unified Courthouse	501 W Adams St
26	Duval County Unified Courthouse	501 W Adams St
27	Duval County Unified Courthouse	501 W Adams St
28	Duval County Unified Courthouse	501 W Adams St
29	Duval County Unified Courthouse	501 W Adams St
30	Duval County Unified Courthouse	501 W Adams St
31	Duval County Unified Courthouse	501 W Adams St
32	Duval County Unified Courthouse	501 W Adams St

33	Duval County Unified Courthouse	501 W Adams St
		Sub Total
ED AUSTIN BUILDING US177271		
34	Ed Austin Building - State Attorney's Office	311 W Adams St
35	Ed Austin Building - State Attorney's Office	311 W Adams St
36	Ed Austin Building - State Attorney's Office	311 W Adams St
37	Ed Austin Building - State Attorney's Office	311 W Adams St
38	Ed Austin Building - State Attorney's Office	311 W Adams St
		Sub Total
ED BALL BUILDING US177276		
39	Ed Ball Building	214 N Hogan St
40	Ed Ball Building	214 N Hogan St
41	Ed Ball Building	214 N Hogan St
42	Ed Ball Building	214 N Hogan St
43	Ed Ball Building	214 N Hogan St
44	Ed Ball Building	214 N Hogan St
45	Ed Ball Building	214 N Hogan St
46	Ed Ball Building - Garage	214 N Hogan St
47	Ed Ball Building - Garage	214 N Hogan St
48	Ed Ball Building	214 N Hogan St
49	Ed Ball Building	214 N Hogan St
		Sub Total
JAKE GODBOLD BUILDING US177281		
50	Jake Godbold Building - Public Defender	407 N Laura St
51	Jake Godbold Building -Public Defender	407 N Laura St
		Sub Total
PRE-TRIAL DETENTION FACILITY		
52	Pre-Trial Detention Ctr - P1	500 E Adams St
53	Pre-Trial Detention Ctr - P2	500 E Adams St
54	Pre-Trial Detention Ctr - P3	500 E Adams St
55	Pre-Trial Detention Ctr - L1	500 E Adams St
56	Pre-Trial Detention Ctr - L2	500 E Adams St
57	Pre-Trial Detention Ctr - L3	500 E Adams St
58	Pre-Trial Detention Ctr #S1	500 E Adams St
59	Pre-Trial Detention Ctr #S2	500 E Adams St
		Sub Total

Item	Building/Location	Address
	DOWNTOWN CORE BUILDINGS	
60	Claude J Yates Building - Tax Collector	231 E Forsyth St West #1
61	Claude J Yates Building - Tax Collector	231 E Forsyth St West #2
62	Claude J Yates Building - Tax Collector	231 E Forsyth St East #1
63	Claude J Yates Building - Tax Collector	231 E Forsyth St East #2
64	Claude J Yates Building - Tax Collector	231 E Forsyth St Garage #1
65	Claude J Yates Building - Tax Collector	231 E Forsyth St Rm 150 Garage
66	Claude J Yates Building - Tax Collector	231 E Forsyth St Dumbwaiter
67	EOC -Fire & Service Headquarters	515 Julia St
68	EOC -Fire & Service Headquarters	515 Julia St
69	EOC -Fire & Service Headquarters	515 Julia St
70	Florida Theatre	128 E Forsyth St
71	Florida Theatre	128 E Forsyth St
72	Jacksonville Childrens Commission Center	1095 A Phillip Randolph Blvd
73	Jacksonville Health Center	515 W 6th St
74	Jacksonville Health Center	515 W 6th St
75	Jacksonville Main Library	303 N Laura Street
76	Jacksonville Main Library	303 N Laura Street
77	Jacksonville Main Library	303 N Laura Street
78	Jacksonville Main Library	303 N Laura Street
79	Jacksonville Main Library	303 N Laura Street
80	Jacksonville Main Library	303 N Laura Street
81	Jacksonville Main Library	303 N Laura Street
82	Jacksonville Main Library	303 N Laura Street
83	Jacksonville Main Library - Parking	33 W Duval St
84	Jacksonville Main Library - Parking	33 W Duval St
85	Jacksonville Regional Crime Lab	711 Liberty St
86	Jacksonville Sheriffs Office	711 Liberty St
87	Mary Singleton Senior Citizen Center	150 East 1st St.
88	Police Administration Building (PMB)	501 E Bay St
89	Police Administration Building (PMB)	501 E Bay St
		Sub Totals
	VARIOUS PUBLIC BUILDING LOCATIONS	
90	Bradham Brooks - NW Quad Library	1755 Edgewood Ave W
91	Bradham Brooks Library	1755 Edgewood Ave W

92	Brentwood Bandstand	561 W 25th St
93	Brentwood Branch Library	3725 Pearl St
94	Cuba Hunter Center	4380 Emerson St
95	Drew Park New Scorers Building	2925 Knights Lane E
96	Emmett Reed Community Center	1093 W 6th St
97	Fire Station #33	10800 New Kings Rd
98	Fire Station #37	10151 Busch Drive N
99	Fire Station #40	9350 Heckscher Dr
100	Fire Station #58	251 Joeandy Rd
101	Fleet Management	2581 Commonwealth Ave.
102	Fletcher Morgan Park	6736 Beach Blvd
103	Hammond Park - Wheelchair Lift	2142 Melson Ave
104	Jax Equestrian Center EQ3	13611 Normandy Blvd
*	Jax Equestrian Center	13611 Normandy Blvd
*	Jax Equestrian Center	13611 Normandy Blvd
105	JSO Marine Facility	4301 Richard Denby Gatline Rd
106	Julius Guinard Pool	1358 N Jefferson St
107	McGirts Creek Park	8435 118th St
108	Medical Examiner Building	W 11th & Jefferson ST
109	Northwest Quadrant Multipurpose Facility -Legends	5130 Soutel Dr
110	Robert Kennedy Community Ctr	1133 Ionia St
111	Victim Services Center	403 W 10th St
112	Water St Parking Garage	541 Water St
113	Water St Parking Garage	541 Water St
114	Willowbranch Library	2875 Park St
115	Palmetto Leaves Regional Park	5760 Greenland Rd
116	Brentwood Elementary	3750 Springfield Blvd
117	David Wayne Pack Park Community Cente	4875 Ocean St
		Sub Total
		Sub Total
		Annual Costs

* Equestrian Center Hydraulic units to be billed to the location.

MONTHLY TOTAL	

ANNUAL GRAND TOTAL

Gold Monthly Unit Price Aug 2024	W/Inspections Pricing Aug 2024	License #	Landings
$ 249.66	$ 293.66	52249	5
$ 249.66	$ 293.66	52250	6
$ 249.66	$ 293.66	52251	5
$ 249.66	$ 293.66	52252	5
$ 249.66	$ 293.66	52253	5
$ 249.66	$ 293.66	52248	6
$ 1,497.96	**$ 1,761.96**		
$ 249.66	$ 293.66	97976	8
$ 249.66	$ 293.66	97977	6
$ 249.66	$ 293.66	97978	6
$ 249.66	$ 293.66	97979	6
$ 249.66	$ 293.66	97980	6
$ 249.66	$ 293.66	97981	6
$ 249.66	$ 293.66	97982	8
$ 249.66	$ 293.66	97983	6
$ 249.66	$ 293.66	97984	6
$ 249.66	$ 293.66	97985	6
$ 400.77	$ 444.77	97986	2
$ 400.77	$ 444.77	97987	2
$ 400.77	$ 444.77	97988	2
$ 400.77	$ 444.77	97989	2
$ 400.77	$ 444.77	97990	2
$ 400.77	$ 444.77	97991	2
$ 400.77	$ 444.77	97992	2
$ 400.77	$ 444.77	97993	2
$ 400.77	$ 444.77	97994	2
$ 249.66	$ 293.66	97995	8
$ 249.66	$ 293.66	97996	8
$ 249.66	$ 293.66	97997	7
$ 249.66	$ 293.66	97998	7
$ 249.66	$ 293.66	97999	7
$ 249.66	$ 293.66	98000	7
$ 400.77	$ 444.77	98560	2

$ 19.71	$ 36.71	99559	2
$ 8,021.97	**$ 9,182.97**		
$ 249.66	$ 293.66	101065	7
$ 249.66	$ 293.66	101527	6
$ 249.66	$ 293.66	101528	6
$ 249.66	$ 293.66	101529	6
$ 249.66	$ 293.66	101530	6
$ 1,248.30	**$ 1,468.30**		
$ 249.66	$ 293.66	5311	11
$ 249.66	$ 293.66	5312	11
$ 249.66	$ 293.66	5313	11
$ 249.66	$ 293.66	5314	11
$ 249.66	$ 293.66	5315	11
$ 400.77	$ 444.77	5318	2
$ 400.77	$ 444.77	5319	2
$ 249.66	$ 293.66	5583	6
$ 249.66	$ 293.66	5584	7
$ 95.27	$ 123.27	38122	2
$ 249.66	$ 293.66	40472	12
$ 2,894.09	**$ 3,362.09**		
$ 249.66	$ 293.66	95445	6
$ 249.66	$ 293.66	95446	6
$ 499.32	**$ 587.32**		
$ 249.66	$ 293.66	44462	7
$ 249.66	$ 293.66	44463	7
$ 249.66	$ 293.66	44464	8
$ 249.66	$ 293.66	44465	8
$ 249.66	$ 293.66	44466	8
$ 249.66	$ 293.66	44467	8
$ 249.66	$ 293.66	44468	12
$ 249.66	$ 293.66	44469	12
$ 1,997.28	**$ 2,349.28**		

		License #	Landings
$ 95.27	$ 123.27	42527	4
$ 95.27	$ 123.27	42528	4
$ 95.27	$ 123.27	42529	4
$ 95.27	$ 123.27	42530	4
$ 95.27	$ 123.27	42531	6
$ 95.27	$ 123.27	42532	6
$ 12.05	$ 29.05	42639	2
$ 249.66	$ 293.66	2250	7
$ 249.66	$ 293.66	2251	7
$ 249.66	$ 293.66	2252	7
$ 249.66	$ 293.66	1083	7
$ 249.66	$ 293.66	1084	7
$ 95.27	$ 123.27	86307	2
$ 95.27	$ 123.27	10282	3
$ 95.27	$ 123.27	10283	3
$ 249.66	$ 293.66	85385	5
$ 249.66	$ 293.66	85386	5
$ 249.66	$ 293.66	85387	5
$ 249.66	$ 293.66	85388	5
$ 249.66	$ 293.66	85389	5
$ 249.66	$ 293.66	85390	5
$ 249.66	$ 293.66	85391	5
$ 95.27	$ 123.27	85737	2
$ 95.27	$ 123.27	73612	5
$ 95.27	$ 123.27	73613	5
$ 95.27	$ 123.27	37108	2
$ 95.27	$ 123.27	37109	2
$ 95.27	$ 123.27	Freight	2
$ 95.27	$ 123.27	22516	3
$ 95.27	$ 123.27	22517	3
$ 4,627.47	**$ 5,648.56**		
$ 95.27	$ 123.27	44563	2
$ 95.27	$ 123.27	85323	2

$ 19.71	$ 36.71	87775	3
$ 95.27	$ 123.27	85214	2
$ 95.27	$ 123.27	84482	2
$ 19.71	$ 36.71	96521	2
$ 95.27	$ 123.27	49937	2
$ 95.27	$ 123.27	73399	2
$ 95.27	$ 123.27	62152	2
$ 95.27	$ 123.27	98673	3
$ 95.27	$ 123.27	87018	2
$ 95.27	$ 123.27	104689	2
$ 19.71	$ 36.71	85382	2
$ 19.71	$ 36.71	105711	2
$ 19.71	$ 36.71	85018	2
		73400	2
		73401	2
$ 95.27	$ 123.27	98734	2
$ 19.71	$ 36.71	101188	2
$ 19.71	$ 36.71	91669	2
$ 95.27	$ 123.27	47849	2
$ 249.66	$ 293.66	97955	2
$ 95.27	$ 123.27	49936	2
$ 95.27	$ 123.27	52543	2
$ 249.66	$ 293.66	33257	7
$ 249.66	$ 293.66	33258	7
$ 95.27	$ 123.27	52217	3
$ 19.71	$ 36.71	110128	2
$ 95.27	$ 123.27		2
$ 95.27	$ 123.27	112847	2
$ 2,526.17	**$ 3,270.25**		
$ 23,312.55	**$ 27,630.73**		
$ 279,750.60	**$ 331,568.76**		

Aug 2024 to Aug 2025 Total Price With Inspections
$ 27,630.73

$	331,568.76

Unit Type	Coverage Level
[redacted]	
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
[redacted]	
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Escalator	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Escalator	Gold

Wheelchair Lift	Gold
[redacted]	
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
[redacted]	
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Escalator	Gold
Escalator	Gold
Traction	Gold
Traction	Gold
Hydraulic	Gold
Traction	Gold
[redacted]	
Traction	Gold
Traction	Gold
[redacted]	
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
[redacted]	

Unit Type	Coverage Level
[redacted]	
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Dumbwaiter	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Traction	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Traction	Gold
Traction	Gold
Traction	Gold
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[redacted]	
Hydraulic	Gold
Hydraulic	Gold

Wheelchair Lift	Gold
Hydraulic	Gold
Hydraulic	Gold
Wheelchair Lift	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
LULA	Gold
Wheelchair Lift	Gold
Wheelchair Lift	Gold
Hydraulic	Gold
Hydraulic	Gold
Hydraulic	Gold
Wheelchair Lift	Gold
Wheelchair Lift	Gold
Hydraulic	Gold
Traction	Gold
Hydraulic	Gold
Hydraulic	Gold
Traction	Gold
Traction	Gold
Hydraulic	Gold
Wheelchair Lift	Gold
Hydraulic	Gold
Hydraulic	Gold
[redacted]	

Labor Rates -

Normal Hours Week Days 8am-
$283.40
Normal Hours Week Days 8am-5pm
$226.72
Normal Hours Week Days 8am-5pm
$334.41

4/25/2024

Maintenance Agreement Addendum

Exhibit A

TK Elevator and The City of Jacksonville hereby amend and supplement their duly executed and existing elevator maintenance agreement dated August 9, 2021, customer number 115026, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Scope

The terms and conditions set forth in the original maintenance agreement will remain in full affect except as specifically modified by this Addendum. This addendum is to extend the existing agreement by one (1) additional year. This additional year term will be from August 28th, 2024 through August 28th, 2025.

Pricing

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for the term of the agreement, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (3%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a

written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

Acceptance

Your acceptance of this addendum and its approval by an authorized manager of TK Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.

Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the TK Elevator representative indicated below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized TK Elevator manager.

City of Jacksonville	TK Elevator Corporation Approval:
By: _____	By: _____
(Signature)	(Signature TK Elevator Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
_____	_____
(Print or Type Title)	(Print or Type Title)
_____	_____
(Date of Approval)	(Date of Approval)

Exhibit "A"
Property list/Location Contract Type and Price

To be billed monthly in arrears.

Item	Building/Location	Address	Gold Monthly Unit Price Aug 2024	W/Inspections Pricing Aug 2024	License #	Landings	Unit Type	Coverage Level
	CITY HALL AT ST. JAMES							
1	St James Building - City Hall	117 W Duval St	$ 249.66	$ 293.66	52249	5	Traction	Gold
2	St James Building - City Hall	117 W Duval St Car #1	$ 249.66	$ 293.66	52250	6	Traction	Gold
3	St James Building - City Hall	117 W Duval St Car #2	$ 249.66	$ 293.66	52251	5	Traction	Gold
4	St James Building - City Hall	117 W Duval St Car #3	$ 249.66	$ 293.66	52252	5	Traction	Gold
5	St James Building - City Hall	117 W Duval St Car #4	$ 249.66	$ 293.66	52253	5	Traction	Gold
6	St James Building - City Hall	117 W Duval St Car #5	$ 249.66	$ 293.66	52248	6	Traction	Gold
		Sub Total	$ 1,497.96	$ 1,761.96				
	DUVAL COUNTY COURTHOUSE							
7	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97976	8	Traction	Gold
8	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97977	6	Traction	Gold
9	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97978	6	Traction	Gold
10	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97979	6	Traction	Gold
11	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97980	6	Traction	Gold
12	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97981	6	Traction	Gold
13	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97982	8	Traction	Gold
14	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97983	6	Traction	Gold
15	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97984	6	Traction	Gold
16	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97985	6	Traction	Gold
17	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97986	2	Escalator	Gold
18	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97987	2	Escalator	Gold
19	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97988	2	Escalator	Gold
20	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97989	2	Escalator	Gold
21	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97990	2	Escalator	Gold
22	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97991	2	Escalator	Gold
23	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97992	2	Escalator	Gold
24	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97993	2	Escalator	Gold
25	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	97994	2	Escalator	Gold
26	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97995	8	Traction	Gold
27	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97996	8	Traction	Gold
28	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97997	7	Traction	Gold
29	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97998	7	Traction	Gold
30	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	97999	7	Traction	Gold
31	Duval County Unified Courthouse	501 W Adams St	$ 249.66	$ 293.66	98000	7	Traction	Gold
32	Duval County Unified Courthouse	501 W Adams St	$ 400.77	$ 444.77	98560	2	Escalator	Gold
33	Duval County Unified Courthouse	501 W Adams St	$ 19.71	$ 36.71	99559	2	Wheelchair Lift	Gold
		Sub Total	$ 8,021.97	$ 9,182.97				
	ED AUSTIN BUILDING							
34	Ed Austin Building - State Attorney's	311 W Adams St	$ 249.66	$ 293.66	101065	7	Traction	Gold
35	Ed Austin Building - State Attorney's	311 W Adams St	$ 249.66	$ 293.66	101527	6	Traction	Gold
36	Ed Austin Building - State Attorney's	311 W Adams St	$ 249.66	$ 293.66	101528	6	Traction	Gold
37	Ed Austin Building - State Attorney's	311 W Adams St	$ 249.66	$ 293.66	101529	6	Traction	Gold
38	Ed Austin Building - State Attorney's	311 W Adams St	$ 249.66	$ 293.66	101530	6	Traction	Gold
		Sub Total	$ 1,248.30	$ 1,468.30				
	ED BALL BUILDING							
39	Ed Ball Building	214 N Hogan St	$ 249.66	$ 293.66	5311	11	Traction	Gold
40	Ed Ball Building	214 N Hogan St	$ 249.66	$ 293.66	5312	11	Traction	Gold
41	Ed Ball Building	214 N Hogan St	$ 249.66	$ 293.66	5313	11	Traction	Gold
42	Ed Ball Building	214 N Hogan St	$ 249.66	$ 293.66	5314	11	Traction	Gold
43	Ed Ball Building	214 N Hogan St	$ 249.66	$ 293.66	5315	11	Traction	Gold
44	Ed Ball Building	214 N Hogan St	$ 400.77	$ 444.77	5318	2	Escalator	Gold
45	Ed Ball Building	214 N Hogan St	$ 400.77	$ 444.77	5319	2	Escalator	Gold
46	Ed Ball Building - Garage	214 N Hogan St	$ 249.66	$ 293.66	5583	6	Traction	Gold
47	Ed Ball Building - Garage	214 N Hogan St	$ 249.66	$ 293.66	5584	7	Traction	Gold
48	Ed Ball Building	214 N Hogan St	$ 95.27	$ 123.27	38122	2	Hydraulic	Gold
49	Ed Ball Building	214 N Hogan St	$ 249.66	$ 293.66	40472	12	Traction	Gold
		Sub Total	$ 2,894.09	$ 3,362.09				
	JAKE GODBOLD BUILDING							
50	Jake Godbold Building - Public Defend	407 N Laura St	$ 249.66	$ 293.66	95445	6	Traction	Gold
51	Jake Godbold Building - Public Defend	407 N Laura St	$ 249.66	$ 293.66	95446	6	Traction	Gold
		Sub Total	$ 499.32	$ 587.32				

	PRE-TRIAL DETENTION FACILITY							
52	Pre-Trial Detention Ctr - P1	500 E Adams St	$ 249.66	$ 293.66	44462	7	Traction	Gold
53	Pre-Trial Detention Ctr - P2	500 E Adams St	$ 249.66	$ 293.66	44463	7	Traction	Gold
54	Pre-Trial Detention Ctr - P3	500 E Adams St	$ 249.66	$ 293.66	44464	8	Traction	Gold
55	Pre-Trial Detention Ctr - L1	500 E Adams St	$ 249.66	$ 293.66	44465	8	Traction	Gold
56	Pre-Trial Detention Ctr - L2	500 E Adams St	$ 249.66	$ 293.66	44466	8	Traction	Gold
57	Pre-Trial Detention Ctr - L3	500 E Adams St	$ 249.66	$ 293.66	44467	8	Traction	Gold
58	Pre-Trial Detention Ctr #S1	500 E Adams St	$ 249.66	$ 293.66	44468	12	Traction	Gold
59	Pre-Trial Detention Ctr #S2	500 E Adams St	$ 249.66	$ 293.66	44469	12	Traction	Gold
		Sub Total	$ 1,997.28	$ 2,349.28				
Item	Building/Location	Address			License #	Landings	Unit Type	Coverage Level
	DOWNTOWN CORE BUILDINGS							
60	Claude J Yates Building - Tax Collector	231 E Forsyth St West #1	$ 95.27	$ 123.27	42527	4	Hydraulic	Gold
61	Claude J Yates Building - Tax Collector	231 E Forsyth St West #2	$ 95.27	$ 123.27	42528	4	Hydraulic	Gold
62	Claude J Yates Building - Tax Collector	231 E Forsyth St East #1	$ 95.27	$ 123.27	42529	4	Hydraulic	Gold
63	Claude J Yates Building - Tax Collector	231 E Forsyth St East #2	$ 95.27	$ 123.27	42530	4	Hydraulic	Gold
64	Claude J Yates Building - Tax Collector	231 E Forsyth St Garage #1	$ 95.27	$ 123.27	42531	6	Hydraulic	Gold
65	Claude J Yates Building - Tax Collector	231 E Forsyth St Rm 150 Gar	$ 95.27	$ 123.27	42532	6	Hydraulic	Gold
66	Claude J Yates Building - Tax Collector	231 E Forsyth St Dumbwaiter	$ 12.05	$ 29.05	42639	2	Dumbwaiter	Gold
67	EOC -Fire & Service Headquarters	515 Julia St	$ 249.66	$ 293.66	2250	7	Traction	Gold
68	EOC -Fire & Service Headquarters	515 Julia St	$ 249.66	$ 293.66	2251	7	Traction	Gold
69	EOC -Fire & Service Headquarters	515 Julia St	$ 249.66	$ 293.66	2252	7	Traction	Gold
70	Florida Theatre	128 E Forsyth St	$ 249.66	$ 293.66	1083	7	Traction	Gold
71	Florida Theatre	128 E Forsyth St	$ 249.66	$ 293.66	1084	7	Traction	Gold
72	Jacksonville Childrens Commission Ce	1095 A Phillip Randolph Blvd	$ 95.27	$ 123.27	86307	2	Hydraulic	Gold
73	Jacksonville Health Center	515 W 6th St	$ 95.27	$ 123.27	10282	3	Hydraulic	Gold
74	Jacksonville Health Center	515 W 6th St	$ 95.27	$ 123.27	10283	3	Hydraulic	Gold
75	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85385	5	Traction	Gold
76	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85386	5	Traction	Gold
77	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85387	5	Traction	Gold
78	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85388	5	Traction	Gold
79	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85389	5	Traction	Gold
80	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85390	5	Traction	Gold
81	Jacksonville Main Library	303 N Laura Street	$ 249.66	$ 293.66	85391	5	Traction	Gold
82	Jacksonville Main Library	303 N Laura Street	$ 95.27	$ 123.27	85737	2	Hydraulic	Gold
83	Jacksonville Main Library - Parking	33 W Duval St	$ 95.27	$ 123.27	73612	5	Hydraulic	Gold
84	Jacksonville Main Library - Parking	33 W Duval St	$ 95.27	$ 123.27	73613	5	Hydraulic	Gold
85	Jacksonville Regional Crime Lab	711 Liberty St	$ 95.27	$ 123.27	37108	2	Hydraulic	Gold
86	Jacksonville Sheriffs Office	711 Liberty St	$ 95.27	$ 123.27	37109	2	Hydraulic	Gold
87	Mary Singleton Senior Citizen Center	150 East 1st St.	$ 95.27	$ 123.27	Freight	2	Hydraulic	Gold
88	Police Administration Building (PMB)	501 E Bay St	$ 95.27	$ 123.27	22516	3	Hydraulic	Gold
89	Police Administration Building (PMB)	501 E Bay St	$ 95.27	$ 123.27	22517	3	Hydraulic	Gold
		Sub Totals	$ 4,627.47	$ 5,648.56				
	VARIOUS PUBLIC BUILDING LOCATIONS							
90	Bradham Brooks - NW Quad Library	1755 Edgewood Ave W	$ 95.27	$ 123.27	44563	2	Hydraulic	Gold
91	Bradham Brooks Library	1755 Edgewood Ave W	$ 95.27	$ 123.27	85323	2	Hydraulic	Gold
92	Brentwood Bandstand	561 W 25th St	$ 19.71	$ 36.71	87775	3	Wheelchair Lift	Gold
93	Brentwood Branch Library	3725 Pearl St	$ 95.27	$ 123.27	85214	2	Hydraulic	Gold
94	Cuba Hunter Center	4380 Emerson St	$ 95.27	$ 123.27	84482	2	Hydraulic	Gold
95	Drew Park New Scorers Building	2925 Knights Lane E	$ 19.71	$ 36.71	96521	2	Wheelchair Lift	Gold
96	Emmett Reed Community Center	1093 W 6th St	$ 95.27	$ 123.27	49937	2	Hydraulic	Gold
97	Fire Station #33	10800 New Kings Rd	$ 95.27	$ 123.27	73399	2	Hydraulic	Gold
98	Fire Station #37	10151 Busch Drive N	$ 95.27	$ 123.27	62152	2	Hydraulic	Gold
99	Fire Station #40	9350 Heckscher Dr	$ 95.27	$ 123.27	98673	3	Hydraulic	Gold
100	Fire Station #58	251 Joeandy Rd	$ 95.27	$ 123.27	87018	2	Hydraulic	Gold
101	Fleet Management	2581 Commonwealth Ave.	$ 95.27	$ 123.27	104689	2	Hydraulic	Gold
102	Fletcher Morgan Park	6736 Beach Blvd	$ 19.71	$ 36.71	85382	2	LULA	Gold
103	Hammond Park - Wheelchair Lift	2142 Melson Ave	$ 19.71	$ 36.71	105711	2	Wheelchair Lift	Gold
104	Jax Equestrian Center EQ3	13611 Normandy Blvd	$ 19.71	$ 36.71	85018	2	Wheelchair Lift	Gold
*	Jax Equestrian Center	13611 Normandy Blvd			73400	2	Hydraulic	Gold
*	Jax Equestrian Center	13611 Normandy Blvd			73401	2	Hydraulic	Gold
105	JSO Marine Facility	4301 Richard Denby Gatline	$ 95.27	$ 123.27	98734	2	Hydraulic	Gold
106	Julius Guinard Pool	1358 N Jefferson St	$ 19.71	$ 36.71	101188	2	Wheelchair Lift	Gold
107	McGirts Creek Park	8435 118th St	$ 19.71	$ 36.71	91669	2	Wheelchair Lift	Gold
108	Medical Examiner Building	W 11th & Jefferson ST	$ 95.27	$ 123.27	47849	2	Hydraulic	Gold
109	Northwest Quadrant Multipurpose Facility -Legends	5130 Soutel Dr	$ 249.66	$ 293.66	97955	2	Traction	Gold
110	Robert Kennedy Community Ctr	1133 Ionia St	$ 95.27	$ 123.27	49936	2	Hydraulic	Gold
111	Victim Services Center	403 W 10th St	$ 95.27	$ 123.27	52543	2	Hydraulic	Gold
112	Water St Parking Garage	541 Water St	$ 249.66	$ 293.66	33257	7	Traction	Gold
113	Water St Parking Garage	541 Water St	$ 249.66	$ 293.66	33258	7	Traction	Gold
114	Willowbranch Library	2875 Park St	$ 95.27	$ 123.27	52217	3	Hydraulic	Gold
115	Palmetto Leaves Regional Park	5760 Greenland Rd	$ 19.71	$ 36.71	110128	2	Wheelchair Lift	Gold
116	Brentwood Elementary	3750 Springfield Blvd	$ 95.27	$ 123.27		2	Hydraulic	Gold
117	David Wayne Pack Park Community C	4875 Ocean St	$ 95.27	$ 123.27	112847	2	Hydraulic	Gold
		Sub Total	$ 2,526.17	$ 3,270.25				
		Sub Total	$ 23,312.55	$ 27,630.73				
		Annual Costs	$ 279,750.60	$ 331,568.76				

* Equestrian Center Hydraulic units to be billed to the location.

	Aug 2024 to Aug 2025 Total Price With Inspections
MONTHLY TOTAL	$ 27,630.73
ANNUAL GRAND TOTAL	$ 331,568.76

Labor Rates - Aug 2024: 35% Off Current Labor Rates		
Licensed Technician		
Normal Hours Week Days	Overtime Hour - After	Double Time Mechanic
$250.00	$425.00	$500.00
Technician Helper		
Normal Hours Week Days 8am-5pm	Overtime Hour - After Hours and Saturday	Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs
$226.72	$385.42	$453.44
Adjuster		
Normal Hours Week Days 8am-5pm	Overtime Hour - After Hours and Saturday	Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs
$334.41	$568.50	$668.82

EXHIBIT B - INSPECTION AND CERTIFICATE TRACKING

Building #	Building Name	Asset Number	Legal ID	Units	ITKE ID	Item Description	Maint. Frequency	Yearly Inspection Status	Certificate in Place	Monthly Cost	Proposed Repairs

EXHIBIT B - INVOICE TRACKING

PO Number	Invoice Number	Invoice Date	Past Due	Invoice Type	Description	Comments

EXHIBIT B - MAINTENANCE AND CALLBACK TRACKING

Building #	Building Name	Asset Number	Unit	Maintenance	Invoice Number	Callbacks	Repair	Opp/COJ PO/Lead T	Comments

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TK Elevator Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3100 Interstate North Circle SE, Suite 500

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30339

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
6 2 - 1 2 1 1 2 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ David W. Turnage - Tax Officer **Date ▶** 01/03/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Sourcewell Maintenance Agreement – Contract #080420

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of October, 2021 by and between City of Jacksonville, having an address of 555 West 44th Street, Jacksonville, Fl, 32208 (hereinafter referred to as "Purchaser"), and, TK Elevator Corporation having an address of 3100 Interstate N Cir SE, Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long-term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed-door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open-door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 <u>HYDRAULIC ELEVATORS:</u>

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 <u>ESCALATORS:</u>

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

A. EFFECTIVE DATE. This Contract is effective on October 1st, 2021.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 28, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 of the Master Sourcewell Agreement, dated 8/26/2020, survive the expiration or cancellation of this Contract.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. **PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for the term of the agreement, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (3%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as

aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE
TK Elevator Corporation
3100 Interstate N Cir SE, Suite 500
Atlanta, GA 30399
Attn: International Account Contract Administrator
972-365-6128

This Agreement has been prepared in duplicate, of which each party has received a copy.

TK Elevator: Opportunity ID:

ACCEPTED:

PURCHASING COMPANY NAME

BY: _____
Signature of Authorized Individual

TITLE: _____

DATE: _____

TK ELEVATOR CORP.

BY: _____

TITLE: Branch Account Executive

DATE: _____

TK ELEVATOR CORP.APPROVAL:

BY: _____

TITLE: National Account Executive

DATE: _____

Exhibit "A"
Property list/Location Contract Type and Price

To be billed monthly in arrears.

Item	Building/Location	Address	Gold Monthly Unit Price	W/ Inspections	License	Landing	Unit Type	Coverage Lev
	CITY HALL AT ST. JAMES							
1	St James Building - City Hall	117 W Duval St	$ 228.00	$ 272.00	52249	5	Traction	Gold
2	St James Building - City Hall	117 W Duval St Car #1	$ 228.00	$ 272.00	52250	6	Traction	Gold
3	St James Building - City Hall	117 W Duval St Car #2	$ 228.00	$ 272.00	52251	5	Traction	Gold
4	St James Building - City Hall	117 W Duval St Car #3	$ 228.00	$ 272.00	52252	5	Traction	Gold
5	St James Building - City Hall	117 W Duval St Car #4	$ 228.00	$ 272.00	52253	5	Traction	Gold
6	St James Building - City Hall	117 W Duval St Car #5	$ 228.00	$ 272.00	52248	6	Traction	Gold
		Sub Total	**$ 1,368.00**	**$ 1,632.00**				
	DUVAL COUNTY COURTHOUSE							
7	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97976	8	Traction	Gold
8	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97977	6	Traction	Gold
9	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97978	6	Traction	Gold
10	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97979	6	Traction	Gold
11	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97980	6	Traction	Gold
12	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97981	6	Traction	Gold
13	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97982	8	Traction	Gold
14	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97983	6	Traction	Gold
15	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97984	6	Traction	Gold
16	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97985	6	Traction	Gold
17	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97986	2	Escalator	Gold
18	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97987	2	Escalator	Gold
19	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97988	2	Escalator	Gold
20	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97989	2	Escalator	Gold
21	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97990	2	Escalator	Gold
22	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97991	2	Escalator	Gold
23	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97992	2	Escalator	Gold
24	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97993	2	Escalator	Gold
25	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97994	2	Escalator	Gold
26	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97995	8	Traction	Gold
27	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97996	8	Traction	Gold
28	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97997	7	Traction	Gold
29	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97998	7	Traction	Gold
30	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97999	7	Traction	Gold
31	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	98000	7	Traction	Gold
32	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	98560	2	Escalator	Gold
33	Duval County Unified Courthouse	501 W Adams St	$ 18.00	$ 46.00	99559	2	Wheelchair Lift	Gold
		Sub Total	**$ 7,326.00**	**$ 8,498.00**				
	ED AUSTIN BUILDING							
34	Ed Austin Building - State Attorney's	311 W Adams St	$ 228.00	$ 272.00	101065	7	Traction	Gold
35	Ed Austin Building - State Attorney's	311 W Adams St	$ 228.00	$ 272.00	101527	6	Traction	Gold
36	Ed Austin Building - State Attorney's	311 W Adams St	$ 228.00	$ 272.00	101528	6	Traction	Gold
37	Ed Austin Building - State Attorney's	311 W Adams St	$ 228.00	$ 272.00	101529	6	Traction	Gold
38	Ed Austin Building - State Attorney's	311 W Adams St	$ 228.00	$ 272.00	101530	6	Traction	Gold
		Sub Total	**$ 1,140.00**	**$ 1,360.00**				
	ED BALL BUILDING							
39	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5311	11	Traction	Gold
40	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5312	11	Traction	Gold
41	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5313	11	Traction	Gold
42	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5314	11	Traction	Gold
43	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5315	11	Traction	Gold
44	Ed Ball Building	214 N Hogan St	$ 366.00	$ 410.00	5318	2	Escalator	Gold
45	Ed Ball Building	214 N Hogan St	$ 366.00	$ 410.00	5319	2	Escalator	Gold
46	Ed Ball Building - Garage	214 N Hogan St	$ 228.00	$ 272.00	5583	6	Traction	Gold
47	Ed Ball Building - Garage	214 N Hogan St	$ 228.00	$ 272.00	5584	7	Traction	Gold
48	Ed Ball Building	214 N Hogan St	$ 87.00	$ 115.00	38122	2	Hydraulic	Gold
49	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	40472	12	Traction	Gold
		Sub Total	**$ 2,643.00**	**$ 3,111.00**				
	JAKE GODBOLD BUILDING							
50	Jake Godbold Building - Public Defen	407 N Laura St	$ 228.00	$ 272.00	95445	6	Traction	Gold
51	Jake Godbold Building -Public Defen	407 N Laura St	$ 228.00	$ 272.00	95446	6	Traction	Gold
		Sub Total	**$ 456.00**	**$ 544.00**				
	PRE-TRIAL DETENTION FACILITY							
52	Pre-Trial Detention Ctr - P1	500 E Adams St	$ 228.00	$ 272.00	44462	7	Traction	Gold
53	Pre-Trial Detention Ctr - P2	500 E Adams St	$ 228.00	$ 272.00	44463	7	Traction	Gold
54	Pre-Trial Detention Ctr - P3	500 E Adams St	$ 228.00	$ 272.00	44464	8	Traction	Gold
55	Pre-Trial Detention Ctr - L1	500 E Adams St	$ 228.00	$ 272.00	44465	8	Traction	Gold
56	Pre-Trial Detention Ctr - L2	500 E Adams St	$ 228.00	$ 272.00	44466	8	Traction	Gold
57	Pre-Trial Detention Ctr - L3	500 E Adams St	$ 228.00	$ 272.00	44467	8	Traction	Gold
58	Pre-Trial Detention Ctr #S1	500 E Adams St	$ 228.00	$ 272.00	44468	12	Traction	Gold
59	Pre-Trial Detention Ctr #S2	500 E Adams St	$ 228.00	$ 272.00	44469	12	Traction	Gold
		Sub Total	**$ 1,824.00**	**$ 2,176.00**				

Item	Building/Location	Address	Gold Monthly Unit Price	W/ Inspections	License #	Landings	Unit Type	Coverage Level
	DOWNTOWN CORE BUILDINGS							
60	Claude J Yates Building - Tax Collect	231 E Forsyth St West #1	$ 87.00	$ 115.00	42527	4	Hydraulic	Gold
61	Claude J Yates Building - Tax Collect	231 E Forsyth St West #2	$ 87.00	$ 115.00	42528	4	Hydraulic	Gold
62	Claude J Yates Building - Tax Collect	231 E Forsyth St East #1	$ 87.00	$ 115.00	42529	4	Hydraulic	Gold
63	Claude J Yates Building - Tax Collect	231 E Forsyth St East #2	$ 87.00	$ 115.00	42530	4	Hydraulic	Gold
64	Claude J Yates Building - Tax Collect	231 E Forsyth St Garage #1	$ 87.00	$ 115.00	42531	6	Hydraulic	Gold
65	Claude J Yates Building - Tax Collect	231 E Forsyth St Rm 150 Ga	$ 87.00	$ 115.00	42532	6	Hydraulic	Gold
66	Claude J Yates Building - Tax Collect	231 E Forsyth St Dumbwaite	$ 11.00	$ 28.00	42639	2	Dumbwaiter	Gold
67	EOC -Fire & Service Headquarters	515 Julia St	$ 228.00	$ 272.00	2250	7	Traction	Gold
68	EOC -Fire & Service Headquarters	515 Julia St	$ 228.00	$ 272.00	2251	7	Traction	Gold
69	EOC -Fire & Service Headquarters	515 Julia St	$ 228.00	$ 272.00	2252	7	Traction	Gold
70	Florida Theatre	128 E Forsyth St	$ 228.00	$ 272.00	1083	7	Traction	Gold
71	Florida Theatre	128 E Forsyth St	$ 228.00	$ 272.00	1084	7	Traction	Gold
72	Jacksonville Childrens Commission	1095 A Phillip Randolph Bl	$ 87.00	$ 115.00	86307	2	Hydraulic	Gold
73	Jacksonville Health Center	515 W 6th St	$ 87.00	$ 115.00	10282	3	Hydraulic	Gold
74	Jacksonville Health Center	515 W 6th St	$ 87.00	$ 115.00	10283	3	Hydraulic	Gold
75	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85385	5	Traction	Gold
76	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85386	5	Traction	Gold
77	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85387	5	Traction	Gold
78	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85388	5	Traction	Gold
79	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85389	5	Traction	Gold
80	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85390	5	Traction	Gold
81	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85391	5	Traction	Gold
82	Jacksonville Main Library	303 N Laura Street	$ 87.00	$ 115.00	85737	2	Hydraulic	Gold
83	Jacksonville Main Library - Parking	33 W Duval St	$ 87.00	$ 115.00	73612	5	Hydraulic	Gold
84	Jacksonville Main Library - Parking	33 W Duval St	$ 87.00	$ 115.00	73613	5	Hydraulic	Gold
85	Jacksonville Regional Crime Lab	711 Liberty St	$ 87.00	$ 115.00	37108	2	Hydraulic	Gold
86	Jacksonville Sheriffs Office	711 Liberty St	$ 87.00	$ 115.00	37109	2	Hydraulic	Gold
87	Mary Singleton Senior Citizen Cente	150 East 1st St.	$ 87.00	$ 115.00	Freight	2	Hydraulic	Gold
88	Police Administration Building (PM	501 E Bay St	$ 87.00	$ 115.00	22516	3	Hydraulic	Gold
89	Police Administration Building (PM	501 E Bay St	$ 87.00	$ 115.00	22517	3	Hydraulic	Gold
		Sub Totals	$ 4,226.00	$ 5,247.00				
	VARIOUS PUBLIC BUILDING LOCATIONS							
90	Bradham Brooks - NW Quad Library	1755 Edgewood Ave W	$ 87.00	$ 115.00	44563	2	Hydraulic	Gold
91	Bradham Brooks Library	1755 Edgewood Ave W	$ 87.00	$ 115.00	85323	2	Hydraulic	Gold
92	Brentwood Bandstand	561 W 25th St	$ 18.00	$ 46.00	87775	3	Wheelchair Lift	Gold
93	Brentwood Branch Library	3725 Pearl St	$ 87.00	$ 115.00	85214	2	Hydraulic	Gold
94	Cuba Hunter Center	4380 Emerson St	$ 87.00	$ 115.00	84482	2	Hydraulic	Gold
95	Drew Park New Scorers Building	2925 Knights Lane E	$ 18.00	$ 46.00	96521	2	Wheelchair Lift	Gold
96	Emmett Reed Community Center	1093 W 6th St	$ 87.00	$ 115.00	49937	2	Hydraulic	Gold
97	Fire Station #33	10800 New Kings Rd	$ 87.00	$ 115.00	73399	2	Hydraulic	Gold
98	Fire Station #37	10151 Busch Drive N	$ 87.00	$ 115.00	62152	2	Hydraulic	Gold
99	Fire Station #40	9350 Heckscher Dr	$ 87.00	$ 115.00	98673	3	Hydraulic	Gold
100	Fire Station #58	251 Joeandy Rd	$ 87.00	$ 115.00	87018	2	Hydraulic	Gold
101	Fleet Management	2581 Commonwealth Ave.	$ 87.00	$ 115.00	104689	2	Hydraulic	Gold
102	Fletcher Morgan Park	6736 Beach Blvd	$ 18.00	$ 46.00	85382	2	LULA	Gold
103	Hammond Park - Wheelchair Lift	2142 Melson Ave	$ 18.00	$ 46.00	105711	2	Wheelchair Lift	Gold
104	Jax Equestrian Center EQ3	13611 Normandy Blvd	$ 18.00	$ 46.00	85018	2	Wheelchair Lift	Gold
*	Jax Equestrian Center	13611 Normandy Blvd	*$87.00	*$115.00	73400	2	Hydraulic	Gold
*	Jax Equestrian Center	13611 Normandy Blvd	*$87.00	*$115.00	73401	2	Hydraulic	Gold
105	JSO Marine Facility	4301 Richard Denby Gatlin	$ 87.00	$ 115.00	98734	3	Hydraulic	Gold
106	Julius Guinard Pool	1358 N Jefferson St	$ 18.00	$ 46.00	101188	2	Wheelchair Lift	Gold
107	McGirts Creek Park	8435 118th St	$ 18.00	$ 46.00	91669	2	Wheelchair Lift	Gold
108	Medical Examiner Building	W 11th & Jefferson ST	$ 87.00	$ 115.00	47849	2	Hydraulic	Gold
109	Northwest Quadrant Multipurpose Facility -Legends	5130 Soutel Dr	$ 228.00	$ 272.00	97955	2	Traction	Gold
110	Robert Kennedy Community Ctr	1133 Ionia St	$ 87.00	$ 115.00	49936	2	Hydraulic	Gold
111	Victim Services Center	403 W 10th St	$ 87.00	$ 115.00	52543	2	Hydraulic	Gold
112	Water St Parking Garage	541 Water St	$ 228.00	$ 272.00	33257	7	Traction	Gold
113	Water St Parking Garage	541 Water St	$ 228.00	$ 272.00	33258	7	Traction	Gold
114	Willowbranch Library	2875 Park St	$ 87.00	$ 115.00	52217	3	Hydraulic	Gold
115	Palmetto Leaves Regional Park	5760 Greenland Rd	$ 18.00	$ 46.00	110128	2	Wheelchair Lift	Gold
		Sub Total	$ 2,133.00	$ 2,909.00				
		Sub Total	$ 21,116.00	$ 25,477.00				
		Annual Costs	$ 253,392.00	$ 305,724.00				

* Equestrian Center Hydraulic units to be billed to the location.

	Total Price With Inspections
MONTHLY TOTAL	**$ 25,477.00**
ANNUAL GRAND TOTAL	**$ 305,724.00**

Labor Rates - Fixed until the end of 2023		
Licensed Technician		
Normal Hours Week Days 8am-5pm	Overtime Hour - After Hours and Saturday	Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs
$197.00	$334.90	$394.00
Technician Helper		
Normal Hours Week Days 8am-5pm	Overtime Hour - After Hours and Saturday	Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs
$177.30	$301.41	$354.60
Adjuster		
Normal Hours Week Days 8am-5pm	Overtime Hour - After Hours and Saturday	Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs
$232.46	$395.18	$464.92

EXHIBIT B - INSPECTION AND CERTIFICATE TRACKING

Building #	Building Name	Asset Number	Legal ID	Units	tTKE ID	Item Description	Maint. Frequency	Yearly Inspection Status	Certificate in Place	Monthly Cost	Proposed Repairs

EXHIBIT B - INVOICE TRACKING

PO Number	Invoice Number	Invoice Date	Past Due	Invoice Type	Description	Comments

EXHIBIT B - MAINTENANCE AND CALLBACK TRACKING

Building #	Building Name	Asset Number	Unit	Maintenance	Invoice Number	Callbacks	Repair	Opp/COJ PO/Lead T	Comments

24. CITY OF JACKSONVILLE ADDITIONAL REQUIREMENTS

24.1 Services shall include, but are not limited to comprehensive service, repairs, maintenance, modernization, inspection and certification of elevators, lifts and escalators (in support of COJ facilities listed on Attachment A) on an as needed, when requested and routine/scheduled basis at the sole discretion of Public Buildings.

24.2 The City may request during the term of this contract, reports including but not limited to, usage, pricing, and delivery. Service Provider will be required to provide reports requested in hard copy and electronic format as required.

24.3 The City reserves the right to return an order in whole or in part if the merchandise is not in Compliance with the contract specifications. The City or its agencies will determine compliance with contract specifications. Pick up and returns will be made with 48 hours of notifications at no charge to the City or its agencies.

24.4 The City or its representative must be able to contact during normal business hours, by telephone or email any office representative of TK Elevator Jacksonville Branch providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

24.5 All unit prices shall include freight delivery, set-up, tear-down, and all labor charges to the delivery location when needed.

24.6 The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this agreement.

24.7 This agreement is not exclusive, and the City reserves the right utilize other contractors as it deems necessary.

24.8 Service Provider is required to inspect all elevator /escalator equipment as referenced on Exhibit 'A' and provide a detailed list of deficiencies and excluded items found on the equipment at each Location within sixty (60) days of the contract start date.

24.9 Payment terms are Net 30 days after the completion of services provided outside of the standard maintenance program referenced in this contract. Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its specific location as listed on Exhibit 'A'.

24.10 Invoicing for callbacks, and emergency callbacks not covered under the maintenance contract Agreement shall have the following information:

A. Name of the COJ staff member who initiated the service request.
B. Name of COJ staff member who approved the call for extra service
C. Location of service provided.
D. Detailed listing of all onsite arrival and departure time from all TKE employees

24.11 Invoice for repairs not covered under the maintenance agreement shall have the following information:

A. Name of the COJ staff member who initiated the service request.
B. Name of COJ staff member who approved the repair and copy of pre- approval proposal. The proposal will include a material and labor breakdown and description of work associated with said proposal.
C. Material mark-up will be 20% and will include overhead and subcontractors.
D. Location where service was provided

E. Notation that repairs are complete. A Signed TKE Repair Completion Notice will be provided by Service Provider
F. Purchase Order Number

24.12 Monthly Invoices for standard preventative maintenance shall have the following information:

A. Purchase Order Number
B. Locations of services provided with state license, City asset number and TK serial number
C. Date of services provided will be notated on monthly submittal. (Attachment B)

24.13 All Original Invoices shall be submitted by email to PBINVOICING@COJ.NET with Facility Manager copied on the email. City of Jacksonville to provide a list of contacts for invoicing requests upon execution and has the right to change destination of invoices at any time.

24.14 Service Provider will maintain a spreadsheet with current information for tracking purposes. Spreadsheet will contain inspection/certification, invoicing, and maintenance information. Callbacks and emergency callback invoices shall be sent in a monthly batch and logged into tracking spreadsheet (Exhibit "B").

24.15 Invoices for larger projects (over $2,500.00) may be sent after completion.

24.16 Inspections and Certifications – Service provider will conduct inspections before inspection expiration. Certificates will be issued to service provider for distribution and installation. Service Provider will track and update certificate and inspection status in Exhibit 'B'.

24.17 Emergency Service must be rendered at any hour, on any day of the week as requested. Contractor must respond to all emergency service calls within on (1) hour from time of request including but not limited to times of civil unrest, pandemics, and weather events. A detail plan to address emergency services during these events should be submitted to Public Buildings. Critical Facilities are those which are necessary to maintain government operations. These facilities include but are not limited to Emergency Operations Center, Pre-Trial Detention Facility, City Hall, Duval County Courthouse, State Attorney's Office, Ed Ball Building, Police Memorial Building and emergency shelter

24.18 The Contractor(s) shall have a staffed office during normal business hours with emergency service available 24 hours per day, 7 days per week via staffed answering service or other live contact. Applicable after-hours staff or answering service should maintain an accurate multiple technician list capable of responding to an emergency within the one (1) hour time limit as stipulated by this contract.

24.19 Service Technicians are to have a Certificate of Competency from the State of Florida Department of Business and Professional Regulations, Elevator Inspection program. Under the terms and conditions herein, the contractor will maintain the entire elevator equipment as described using skilled elevator maintenance under their direct employment and supervision. Contractor must always show proof of at least two (2) service mechanics in the downtown area and have at least eight (8) service personnel on staff.

24.20 Pricing shall remain firm for the initial three (3) year period.

71084-21

CONTRACT
(UTILIZING SOURCEWELL CONTRACT #080420-TKE)
BETWEEN
THE CITY OF JACKSONVILLE
AND
TK ELEVATOR CORPORATION
FOR
COMPREHENSIVE SERVICE, REPAIR, MAINTENANCE, MODERNIZATION, INSPECTION, AND CERTIFICATION OF ELEVATORS, LIFTS, AND ESCALATORS

THIS AGREEMENT for comprehensive service, repair, maintenance, modernization, inspection, and certification of elevators, lifts, and escalators is made and entered into in duplicate effective as of the 9 day of August, 2021 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "Purchaser"), and TK ELEVATOR CORPORATION, a foreign profit corporation with principal office at 11605 Haynes Bridge Road, Suite 650, Alpharetta, Georgia 30009 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective August 28, 2020, Sourcewell, a Minnesota local government agency and service cooperative, entered into a contract (Sourcewell Contract #080420-TKE) with Contractor (hereinafter the "Sourcewell Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for comprehensive service, repair, maintenance, modernization, inspection, and certification of elevators, lifts, and escalators (the "Services"); and

WHEREAS, said Sourcewell Contract is in full force and effect until August 28, 2024, with one (1) additional one-year renewal option, and has been competitively procured and awarded by Sourcewell as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities which have been competitively procured and awarded; and

WHEREAS, the Sourcewell Contract is broad enough to allow City to procure the Services and Contractor has agreed to allow City to use the Sourcewell Contract; and

WHEREAS, it is in the best interests of the parties to use the Sourcewell Contract for procurement of the Services and to add those contractual provisions Purchaser is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter

contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

Purchaser hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to Purchaser the Services according to the provisions of the Sourcewell Contract and its exhibits, amendments, equipment descriptions, and quotations. The provisions, terms, and conditions of the Sourcewell Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Contract and those in the Sourcewell Contract shall be resolved in favor of this Contract, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

Purchaser shall designate for the procurement of the Services a Project Coordinator who will, on behalf of Purchaser, coordinate with Contractor and administer this Contract according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the Services with the designated Project Coordinator. Purchaser's designated Project Coordinator shall be Jeremy Wright, FMP, Public Works Compliance Manager (Telephone: 904-255-4353; Email: WrightJ@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on October 1, 2021, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through August 28, 2024, unless sooner terminated as provided in **Exhibit A**, with one (1) one-year renewal option. During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. Purchaser will compensate Contractor for the Services purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to Purchaser's authorized representative as specified in said purchase order or other subsequent written instrument signed by Purchaser's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Exhibit A,** the maximum indebtedness of

Purchaser for all fees, reimbursable items, or other costs for the Services provided by Contractor to Purchaser pursuant to this Contract shall not exceed the sum of FIVE MILLION AND 00/100 USD ($5,000,000.00).

ARTICLE 6: Notice

Notice to Purchaser under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Jeremy Wright, Public Works Compliance Manager
City of Jacksonville Public Works Department
555 West 44th Street
Jacksonville, Florida 32208

Gregory Pease, Chief
Procurement Division
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Summer Sarmiento, Account Manager Jacksonville
TK Elevator Corporation
6942 Philips Parkway Drive South
Jacksonville, Florida 32256
904-260-4656
summer.sarmiento@tkelevator.com

ARTICLE 7: Insurance

Contractor shall procure and maintain the insurance coverages set forth in **Exhibit B**.

ARTICLE 8: Indemnity

Contractor shall indemnify City as set forth in **Exhibit C**.

ARTICLE 9: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Services, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated in this Contract. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

ARTICLE 10: Nondiscrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring,

compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

ARTICLE 11: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City of Jacksonville, to the extent the parties are aware of the same.

ARTICLE 12: Governing State Law/Severability/Venue

Section 22.6 of the Sourcewell Contract is deleted in its entirety and replaced by the following: "The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida."

ARTICLE 13: Scrutinized Companies.

Pursuant to Section 287.135(3)(c), Florida Statutes, City may terminate this Contract at City's option if Contractor:

(a) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(b) Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(c) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(d) Has been engaged in business operations in Cuba or Syria.

ARTICLE 14: Counterparts

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No: 2019-02

WITNESS:

By _____
Signature

Summer Sarmiento
Type/Print Name

Account Manager
Title

TK ELEVATOR CORPORATION

By _____
Signature

Mark Hintz
Type/Print Name

VP Contracts

_____
Title

Encumbrance and funding information for internal City use:

Account ..... VARIOUS ACCOUNTS
Amount $5,000,000.00

Total Amount . . . $5,000,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders as specified in said Contract.

Director of Finance
City Contract No. 71084-21

Approved as to form:

James R. McCain
Office of General Counsel

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EXHIBIT A

SOURCEWELL CONTRACT #080420-TKE

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than the amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of one (1) year after the final completion of all work under the Contract.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

A. Additional Insured: All insurance except Workers' Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. The additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by the acts, actions, omissions, or neglects of Contractor or those acting on behalf of Contractor, and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, including Contractor's endorsement, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Contractor shall relieve Contractor of its full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, and with Contractors' written acceptance, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

EXHIBIT C

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Under no circumstances shall any party to this Agreement be liable for consequential damages, except to the extent such damages are covered by the insurance policies required herein.

FIRST AMENDMENT TO CONTRACT
(UTILIZING SOURCEWELL CONTRACT #080420-TKE)
BETWEEN
THE CITY OF JACKSONVILLE
AND
TK ELEVATOR CORPORATION
FOR
COMPREHENSIVE SERVICE, REPAIR, MAINTENANCE, MODERNIZATION, INSPECTION, AND CERTIFICATION OF ELEVATORS, LIFTS, AND ESCALATORS

#71084-21
AMD #1

THIS FIRST AMENDMENT TO CONTRACT (the "First Amendment") for comprehensive service, repair, maintenance, modernization, inspection, and certification of elevators, lifts, and escalators is made and entered into in duplicate effective as of the 1 day of August, 2022 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "Purchaser"), and TK ELEVATOR CORPORATION, a foreign profit corporation with principal office at 11605 Haynes Bridge Road, Suite 650, Alpharetta, Georgia 30009 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective August 28, 2020, Sourcewell, a Minnesota local government agency and service cooperative, entered into a contract (Sourcewell Contract #080420-TKE) with Contractor (hereinafter the "Sourcewell Contract") for comprehensive service, repair, maintenance, modernization, inspection, and certification of elevators, lifts, and escalators (the "Services"); and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities which have been competitively procured and awarded; and

WHEREAS, Purchaser and Contractor accordingly entered into Contract #71084-21 effective August 9, 2021 (the "Contract"); and

WHEREAS, the terms of the Contract are supplemented by the Sourcewell Contract, including the Exhibit "A" attached thereto, which identifies those certain properties and buildings of Purchaser subject to the Contract; and

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to

be sufficient, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Additional Properties/Buildings

Exhibit A-1, attached hereto, sets forth two additional properties of Purchaser that are hereby made subject to the Contract and to the Sourcewell Contract, and is fully incorporated by this reference herein into the Contract and the Sourcewell Contract.

ARTICLE 3: Maximum Indebtedness

The maintenance cost incurred by adding the two locations set forth on Exhibit A-1 to the scope of the Contract and the Sourcewell Contract shall equal an additional $230.00 per month. Accordingly, the monthly price for the contract shall not be $25,707.00 per month. The maximum indebtedness of **$5,000,000.00** shall not be changed by this First Amendment.

ARTICLE 4: Full Force and Effect

Except as expressly modified herein, the terms and conditions of the Contract and Sourcewell Contract are not otherwise modified and shall remain in full force and effect.

{Signatures on Following Page}

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

WITNESS:

By _____
Signature

JESSE L. MATUSON
Type/Print Name

VICE PRESIDENT
ASSET MANAGEMENT
Title

TK ELEVATOR CORPORATION

By _____
Signature

Scott Silitsky
Type/Print Name

Secretary
Title

Approved as to form:

_____
Office of General Counsel

GC-#1506333-v1-First_Amendment_between_COJ_and_TK_Elevators.doc

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance

Contract #71084-21
Amd. #1

EXHIBIT A-1

Additional Properties and Locations of Purchaser Subject to Contract/Sourcewell Contract and Costs

Building/Location	Address	Gold Monthly Unit Price	W/ Inspections	License #	Unit Type
David Wayne Pack Park Community Center	4875 Ocean Street	$87.00	$115.00	112847	Hydraulic TAC 32
Brentwood Elementary School # 15	3750 Springfield Blvd.	$87.00	$115.00	49652	Hydraulic EC Pixel
			$230.00		

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than the amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of one (1) year after the final completion of all work under the Contract.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

A. Additional Insured: All insurance except Workers' Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. The additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by the acts, actions, omissions, or neglects of Contractor or those acting on behalf of Contractor, and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, including Contractor's endorsement, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Contractor shall relieve Contractor of its full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, and with Contractors' written acceptance, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

EXHIBIT C

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Under no circumstances shall any party to this Agreement be liable for consequential damages, except to the extent such damages are covered by the insurance policies required herein.

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #080420-TKE FOR COMPREHENSIVE SERVICE, REPAIR, MAINTENANCE, MODERNIZATION, INSPECTION, CERTIFICATION OF ELEVATORS, LIFTS, AND ESCALATORS

BID #: POA-71084-21

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM OCTOBER 1, 2021 THROUGH AUGUST 28, 2024 WITH ONE YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award with TK Elevator Corporation for Piggyback Sourcewell Contract #080420-TKE for Comprehensive Service, Repair, Maintenance, Modernization, Inspection, Certification of Elevators, Lifts, and Escalators. The amendment is to add two (2) new locations, 3750 Springfield Boulevard (Brentwood Elementary) and 4875 Ocean Street (David Wayne Pack Park Community Center) to our elevator services agreement. Period of Service will remain the same until August 28, 2024. The revised annual expenditure will be $308,484.00. The total award expenditure not -to-exceed $5,000,000.00 will remain unchanged.

This award will be funded by various account(s) and executed by formal contract amendment through the Office of General Counsel and processed by individual Purchase Order(s).

Attachments: Recommendation Memo, Vendor Proposal, Previous Award(s)

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 6/2/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6-3-2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Contract Award

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #0800420-TKE FOR COMPREHENSIVE SERVICE, REPAIR, MAINTENANCE, MODERNIZATION, INSPECTION, CERTIFICATION OF ELEVATORS, LIFTS, AND ESCALATORS

BID #: POA-71084-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM OCTOBER 1, 2021 THROUGH AUGUST 28, 2024 WITH ONE YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract #080420-TKE for Comprehensive Service, Repair, Maintenance, Modernization, Inspection, Certification of Elevators, Lifts, and Escalators with TK Elevator Corporation. Period of Service will be from October 1, 2021 through August 28, 2024 with one (1) one (1) year renewal option. Total award amount not-to-exceed $5,000,000.00.

This award will be funded by various account(s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, Sourcewell RFP, Master Contract, Proof of Publication, Proposal, RFP Comment & Review, COI Documents

BUYER: Nekole Hulitt
NEKOLE HULITT

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE 6/17/2021

Teresa R. Eichner

OTHER

Michael Reed

Dirk Mizell

ACTION OF AWARDING AUTHORITY DATE 6/18/21

MK

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order No. 2015~~-02