

TK-435-0080

**Purchaser:** Nassau County Courthouse  
76347 Veterans Way  
Yulee, FL 32097  
Hereinafter referred to as "Purchaser", "you", and "your".

**Location:** Nassau County Courthouse  
76347 Veterans Way  
Yulee, FL 32097

**By:** ThyssenKrupp Elevator Corporation  
6942 Philips Parkway Dr. So.  
Jacksonville, FL 32256  
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Internet: [www.thyssenkruppelevator.com](http://www.thyssenkruppelevator.com)  
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

### *Equipment To Be Maintained*

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Main	1	ThyssenKrupp	Hydraulic	Passenger	S/S#73990
Main	1	ThyssenKrupp	Hydraulic	Passenger	S/S#73991
Main	1	ThyssenKrupp	Hydraulic	Passenger	S/S#73992
Main	1	ThyssenKrupp	Hydraulic	Passenger	S/S#73993
Main	1	ThyssenKrupp	Hydraulic	Passenger	S/S#73994

**ThyssenKrupp Elevator**  
Americas Business Unit



**ThyssenKrupp**

## Preventative Maintenance Program

We will service your elevator equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "after hours".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and,
- Document all work performed on Maintenance Tasks & Records Logs provided with each controller.

## Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in "Items Not Covered" herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

## Service Requests during Normal Working Days and Hours

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## After Hours Service Requests

On all "after hours" service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. After Hours Service Requests are defined as any request requiring the dispatch of a service technician(s) that is fulfilled before or after normal business working days and hours. Such costs will be invoiced at our standard overtime billing rates.

### VIEW®

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

### VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours a day, 7 days per week, 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

### SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

### Periodic Safety Testing (Check box if included)

Test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

**Product Information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us 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 your property.

**Safety.** You agree 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. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator's judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, should you have any concern(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

**Insurance.** You expressly agree to name ThyssenKrupp Elevator Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

**Items not covered.** We do 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, hoist way 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, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

**Other conditions.** With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this contract and should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

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 hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**Price.** The price for the services as stated in this agreement shall be **Seven hundred forty-nine and 95/100 dollars (\$ 749.95)** per month, excluding taxes, payable annually in advance.

**Term.** This agreement is effective for one (1) year starting October 01, 2008 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive one (1) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial one (1) year period, or ninety (90) days before the end of any subsequent one (1) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

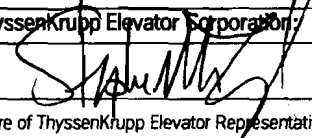
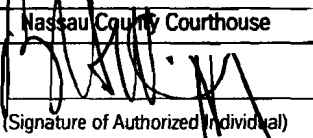
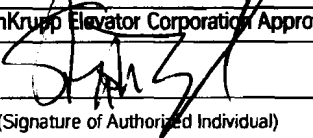
**Annual Price Adjustments.** Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

**Early Payment Discount.** You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.


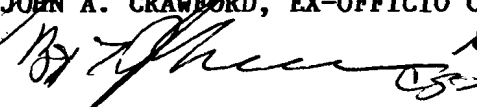
**Overdue Invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

**Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. 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 hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

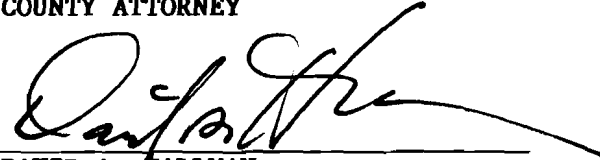
No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Nassau County Courthouse	ThyssenKrupp Elevator Corporation Approval:
By:  (Signature of ThyssenKrupp Elevator Representative)	By:  (Signature of Authorized Individual)	By:  (Signature of Authorized Individual)
Stephen McDonough Branch Manager (904)260-4656	Barry V. Holloway (Print or Type Name) Chairman  (Print or Type Title)	STEPHEN McDonough (Print or Type Name) BRANCH MGR (Print or Type Title)
October 15, 2008 (Date Submitted)	12/22/08 (Date of Approval)	1/23/09 (Date of Approval)

**ATTEST TO CHAIRMAN'S SIGNATURE**

  
JOHN A. CRAWFORD, EX-OFFICIO CLERK  
 By  EBK 12/20/09

**APPROVED AS TO FORM BY THE  
COUNTY ATTORNEY**

  
DAVID A. HALLMAN



*Special Considerations*

**Other Considerations**

This contract will commence upon date of acceptance. This contract shall remain in effect until Sept. 30, 2009 with a renewal option for an addition two (2) years upon agreement of the party's at least sixty (60) days prior to Sept. 30 of each year.

Price adjustments will be evaluated annually Sept 30 of each year with 60 days written notice. TKE will notify Nassau County of the annual increase sixty (60) days prior to the annual anniversary date of the contract.

This contract includes our mechanic to be onsite while the State Certified Inspector performs the required annual state inspections of each of the elevators. This contract does not include the cost of the State Inspector.

**Additional Provisions**

**Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**Disputes:**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ThyssenKrupp Elevator: SM initials

Nassau County: [Signature] initials