

CS-13-33

RECEIVED

CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2009

CONTRACTOR INFORMATION

2013 AUG 22 AM 10: 08

Name: Schindler Elevator Corporation
Address: 9143 Philips Highway Suite 260 Jacksonville Florida 32256
Contractor's Administrator Name: Noel Fossette Title: Account Manager
Tel#: 904-880-4922 Fax: 904-880-4916 Email: noel.fossette@us.schindler.com

CONTRACT INFORMATION

Contract Name: Elevator Maintenance and Repairs Services Contract Value: \$6,600.00 (\$550.00 per month)

Brief Description: Elevator Maintenance and Repairs Service Agreement for the Elevators at the Judicial Annex.

Contract Dates : From: 10/1/2013 to 9/30/14 Status: X New \_\_\_ Renew \_\_\_ Amend# \_\_\_ WA/Task Order

How Procured: \_\_\_ Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP [X] RFQ \_\_\_ Coop. \_\_\_ Other

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase

New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

RECEIVED COUNTY MANAGERS OFFICE 13 AUG 29 PM 2:49

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature Date 8/20/13 Funding Source/Acct# 01189712-546020
2. Contract Management Date 8/21/13 58/23/13
3. Office of Management & Budget Date 8-27-13
4. County Attorney (approved as to form only) Date 8-29-13

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby Date 8/29/13

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RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department Office of Management & Budget Contract Management Clerk Finance

2013 AUG 28 PM 12:52

2013 SEP -3 AM 11:11

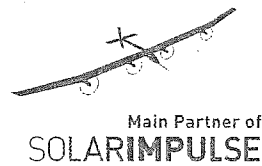
CONTRACT MANAGEMENT

CONTRACT MANAGEMENT

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# Schindler Plus



**SCHINDLER ELEVATOR CORPORATION**

9143 Philips Highway  
 Suite 260  
 Jacksonville, FL 32256-1348  
 Phone: 904-880-4922  
 Fax: 904-880-4916

**Date:** July 01, 2013

**Estimate Number:** NFOE-997NF5 (2013.3.1)

**To:**  
 Nassau County  
 76347 Veterans Way  
 Yulee, FL 32097

**Building Name:**  
 Nassau County Judicial Annex

**Attn:** Mr. Bill Howard

**EQUIPMENT DESCRIPTION**

Qty	Manufacturer	Equipment	Application Description	Rise/Length		Speed	Install#
				Openings	Capacity		
Nassau County Judicial Annex 76347 Veterans Way Yulee, FL 32097							
2	Thyssen	Hydraulic Passenger	Lobby Units	3F/OR	3500	150	73990-1
1	Thyssen	Hydraulic Passenger	Judge Elevator	3F/OR	2500	100	73993
1	Thyssen	Hydraulic Passenger	Prisoner Elevator	3F/OR	5000	100	73992
1	Thyssen	Hydraulic Passenger	Prisoner Elevator	2F/OR	5000	100	73994

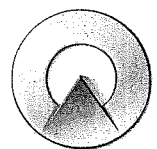
**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 9143 Philips Highway Suite 260, Jacksonville, FL 32256-1348, and **NASSAU COUNTY**, 76347 Veterans Way, Suite 4000, Yulee, FL 32097 ("you") agree as follows:

**PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

**PREVENTIVE MAINTENANCE PROGRAM**

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.



## EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

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We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

### HYDRAULIC ELEVATORS

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

### CLEANING/PAINTING

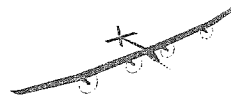
We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

### TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

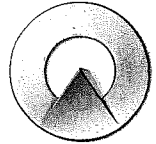
Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

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**Schindler**

### **CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS**

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

### **ADDITIONAL COVERAGES**

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

### **CALLBACK RESPONSE TIME**

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

### **HOURS OF SERVICE**

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

### **TERM**

This Agreement commences on October 01, 2013, and continues until September 30, 2014, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

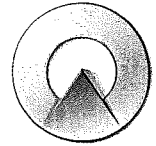
### **PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$550.00 per month, payable in annual installments of \$6,600.00, exclusive of applicable taxes, unless another payment frequency option is selected below.



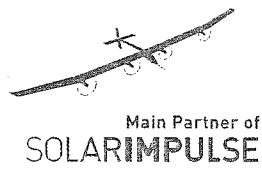
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**PRICE ADJUSTMENT SOLARIMPULSE**



**Schindler**

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.



**PAYMENT OPTIONS**

(1) Please select a Method of Payment:

Direct Debit      1% Discount (Attach Copy of voided check)

Credit Card      3% Addition

Visa       MC       AMEX

Number: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Check

Other: \_\_\_\_\_

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual       1% Addition

Quarterly       3% Addition

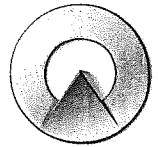
Monthly      5% Addition

**SPECIAL TERMS AND PRICING**

1. Please note that Addendum A is attached.
2. This agreement is for one initial year with the option of two, one year renewal periods.



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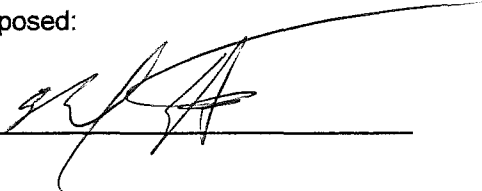


**Schindler**

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

  
\_\_\_\_\_

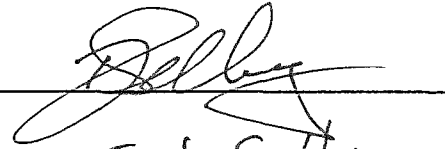
By: Noel Fossette

For: Schindler Elevator Corporation

Title: Sales Representative

Date: July 01, 2013

Accepted:

  
\_\_\_\_\_

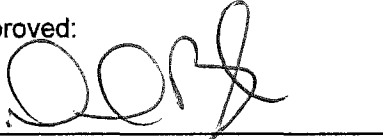
By: T. J. Setby

For: Nassau County Courthouse

Title: Co. Mgt.

Date: 8/29/13

Approved:

  
\_\_\_\_\_

By: David Baskin

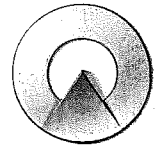
Title: Area Manager

Date: 9-27-13



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## TERMS AND CONDITIONS SOLAR IMPULSE



# Schindler

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.

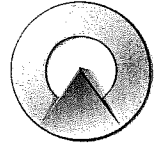
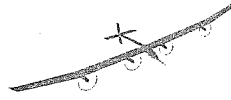
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.





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Schindler

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that the your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.



CM ~~STP~~

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# Nassau County Board of County Commissioners Request for Quotation Form

Requesting Department: Facilities Maintenance Department Date: 6-17-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 office, cell 904-753-0373

Department Fax: 904-548-4509

OK  
ASB  
7/8/13

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please provide a quote for a service maintenance contract for the elevators at the Nassau County Judicial Annex located at 76347 Veterans Way, Yulee, FL, 32097. Please see attached scope and review before preparing quote. Site visits to review equipment are available by contacting Bill Howard at the numbers or email listed above to schedule an appointment to view equipment. Please fill out and return with quote this form as well as the attached scope of work.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 7-1-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Schindler Elevator Corporation

Address: 9143 Phillips Hwy, Suite 260  
Jacksonville, FL 32256

Phone: 904-880-4922 x229 Fax: 904-880-4916

Contact: Noel Fossitte

Email: noel.fossitte@us.schindler.com

Attached is a written quote from our company, which is valid for 60 days.

[Signature]  
Signature

7-1-13  
Date

Comments: Please note that Schindler proposal number NFOE-997NFS (2013.3.1) is attached.



**NASSAU COUNTY**  
**FACILITIES MAINTENANCE DEPARTMENT**

45195 Musselwhite Road - Callahan, FL 32011

Mailing Address:  
76347 Veterans Way, Suite 4000 - Yulee, FL 32097  
Email: bknott@nassaucountyfl.com

Telephone: (904) 548-4688  
Alternate: (904) 879-3751  
Fax: (904) 548-4687

Date: 6-17-13

To: All Interested Parties

From: Bill Howard - Facilities Maintenance Supervisor

Re: Quote for Elevator Service Contract for Nassau County Judicial Annex

The following is the list of the equipment for the elevators at the Nassau County Judicial Annex at 76347 Veterans Way, Yulee, FL, 32097 for which we are requesting a service/maintenance contract quotation to meet the criteria set forth herein. There are 5 elevators on site of which 4 have 3 landings and 1 has 2 landings. The elevators are as follows.

Elevator # 1 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings it has a State serial # 73990 and a unit serial # EP6469 and it is rated for 3500 pounds.

Elevator # 2 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings and it has a State serial# 73991 and a unit serial # EP6470 and it is rated for 3500 pounds.

Elevator # 3 is a passenger type elevator used for transporting inmates to the State Attorney's office on the 2<sup>nd</sup> floor and the east courtroom on the 3<sup>rd</sup> floor. It also has a TAC -20 controller and is hydraulic with 3 landings. It has a State Serial # 73992 and a unit serial # EP6471 and is rated for 5000 pounds.

Elevator # 4 is a passenger type elevator used for private transport of individuals from the secure parking garage to the 2<sup>nd</sup> and 3<sup>rd</sup> floor landings. It has a TAC-20 controller and is hydraulic with 3 landings. It has a State Serial # 73993 and a unit serial # EP6472 and is rated for 2500 pounds.

Elevator # 5 is a passenger type elevator used to transport inmates from the 1<sup>st</sup> floor secure area to the 3<sup>rd</sup> floor secure area by the west courtroom. It has 2 landings is hydraulic and has a TAC-20 controller. It has a State Serial # 73994 and a unit serial # EP6473 and is rated for 5000 pounds.

**The Preventative Maintenance Program**

Vendor will service elevator equipment described in this agreement on a regularly scheduled basis but not less than once per month. The visits shall be performed during normal business hours which are defined as Monday through Friday from 8:00am to 4:30pm except scheduled holidays. All work performed before or after normal business hours and on days other than normal business shall be considered after hours.

Vendor shall perform the following services as part of the preventative maintenance program.

- Examine the elevator equipment for optimum operation. The examination shall cover lubrication and adjustment of the following components of the system as they apply.
  1. Control and landing positioning systems
  2. Signal fixtures
  3. Machines, drives, motors, governors, sheaves, and ropes.
  4. Power units, pumps, valves, and jacks.
  5. Car and hoist way door operating devices and door protection system.
  6. Loadweighers, car frames and platforms, and counterweights.
  7. Safety mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance tasks and Record Logs for each controller.

### **Full Coverage Parts Repair and Replacement**

Vendor 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. Vendor shall maintain a comprehensive parts inventory to support field operations. All replacement parts used in our equipment shall be new or refurbished to meet the quality standards of Original Equipment Manufacturer. Parts shall be available within 24 hours, seven days a week. Vendor shall re-lamp all signals as required during regularly scheduled visits.

### **Quality Assurance**

Vendor shall provide evidence that they have the diagnostic equipment and tools and training to troubleshoot the equipment and make repairs and program upgrades as may be required to maintain a smooth, safe operation of the equipment.

### **Service Requests**

Vendor shall 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, customer 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 that is fulfilled before or after normal business working days and hours. Such costs shall be billed at the normal overtime billing rate.

### **Product Information**

Vendor shall provide updated wiring diagrams and part changes reflecting any changes made by vendor to existing configuration. Vendor shall make an archival back up of software and programming embodied within each controller. Copies shall remain on site for use and reference as needed.

### **Safety**

Customer agrees to instruct and 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. Customer agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Customer agrees to shut down equipment immediately upon manifestation of any irregularities in either the operation or appearance of the equipment, to notify the vendor at once, and to keep the equipment shut down until the completion of any repairs. Customer agrees to maintain a clean, dry, and temperature controlled environment with a room temperature between 50 degrees and 90 degrees. Vendor shall keep pits and equipment rooms free from fluids and debris and shall remove any fluid or debris found in these areas during examination or service visit. In the event that the Vendor reveals an operational problem which in their professional judgment, jeopardizes the safety of the riding public they are authorized to shut the equipment down and shall notify in writing the Facilities Maintenance Department of such action and the reason for such action and what measures are to be taken to resolve the issue and if the issue is covered by this agreement.

#### **Items not covered**

Vendor shall not be required to 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, breakers, 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 elevator vendor, batteries for emergency lighting and lowering, air conditioners, heaters, and ventilation fans.

#### **Term of Contract**

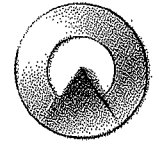
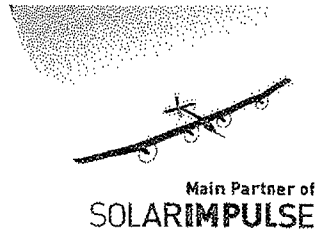
Contract shall commence on October 1, 2013 and will run till September 30, 2014. There may be up to 2 years of renewals after the 1<sup>st</sup> one year period if all parties are in agreement and action is approved by the Nassau County Board of County Commissioners. Contract may be cancelled by written notice 90 days in advance.

#### **Insurance**

Vendor shall provide upon award of contract to the Nassau County Board of County Commissioners a copy of certificates of insurance coverage for general liability and workers compensation coverage with the Nassau County Board of County Commissioners named as the certificate holder and vendor will be required to maintain coverage for period of contract term. Amounts of coverage shall be discussed with Contract Management during the review of the contract terms and conditions submitted with bid by vendor.

#### **Terms and Conditions**

At no time shall any terms and conditions conflict with terms and conditions as set forth in preceding scope or with conditions set forth by the Nassau County Contract Management office in the review of the contract.



**Schindler**

**Schindler Elevator Corporation**  
9143 Philips Highway, Suite 260  
Jacksonville, FL 32256-1348  
Phone: 904-880-4922  
Fax: 904-880-4916

July 1, 2013

**Mr. Bill Howard**  
Nassau County  
76347 Veterans Way, Suite 4000  
Yulee, FL 32097

**RE: Elevator Maintenance and Repair Services**

Dear Mr. Howard:

I am pleased to enclose for you our Plus agreement covering the elevator equipment at your building. The Plus agreement covers all labor and material to keep your elevator running to original specifications. The agreement includes:

- Regular preventative maintenance visits
- Emergency callback service
- Basic & major parts coverage
- State regulated safety tests
- Schindler Remote Monitoring
- 24/7 customer phone call service center
- Elevator phone monitoring
- Access to Schindler's on-line maintenance management system and reports
- Up to \$5,000,000 in insurance coverage

If you have any questions about this agreement, please call me.

Please endorse the agreement and return it to me for processing. I will then have a fully executed copy returned to you for your files.

Thank you for choosing Schindler. We look forward to a happy business relationship with Nassau County.

Sincerely,

Noel Fossette  
Account Manager





Quote Summary	Elevator Maintenance and Service.	
Location	Judicial Annex Elevator	
Vendor	Monthly	Annually
→ Schindler	\$ 550.00	\$ 6,600.00
Thyssenkrupp	\$ 590.00	\$ 7,080.00
Kone	\$ 650.00	\$ 7,800.00
Coastal Elevator	\$ 710.00	\$ 8,520.00
Otis Elevator Company	\$ 875.00	\$ 10,500.00

2

**Bill Howard**

**From:** Perdue, Kevin B [KevinB.Perdue@thyssenkrupp.com]  
**Sent:** Monday, July 01, 2013 11:50 AM  
**To:** Bill Howard  
**Subject:** Nassau County Court House  
**Attachments:** TK-435-0377-GA.pdf

Mr. Howard,

I hope all is well, I have attached the new ThyssenKrupp Elevator bid to provide service on your elevators for an additional term. I used the same format as our previous submittal, and kept the same language in the special considerations section. As a brief overview our monthly price for this service shall be reduced to **\$590/month** with the same work scope as is currently in place. Our maintenance frequency will be in line with the specifications from your recent RFP.

= 7,080

Thank you very much for the opportunity to provide this maintenance bid, I hope that it is competitive enough to remain your service provider for another term. Please feel free to contact me if you have any questions or require additional information. I look forward to hearing the results.

Regards,

Kevin Perdue  
Branch Manager

**ThyssenKrupp Elevator Americas**  
6942 Philips Pkwy Drive South  
Jacksonville, FL 32256

Direct: (904) 260-4656  
Mobile: (904) 234-7916  
Fax: (866) 251-4213  
[kevinb.perdue@thyssenkrupp.com](mailto:kevinb.perdue@thyssenkrupp.com)

[www.thyssenkruppelevator.com](http://www.thyssenkruppelevator.com)  
[Facebook](#) · [Twitter](#) · [LinkedIn](#) · [Google+](#)

Supposed to  
give 90 day  
notice to  
thyssenkrupp

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Department Date: 6-17-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard  
Contact email: bhoward@nassaucountyfl.com  
Department Phone: 904-548-4969 office, cell 904-753-0373  
Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please provide a quote for a service maintenance contract for the elevators at the Nassau County Judicial Annex located at 76347 Veterans Way, Yulee, FL, 32097. Please see attached scope and review before preparing quote. Site visits to review equipment are available by contacting Bill Howard at the numbers or email listed above to schedule an appointment to view equipment. Please fill out and return with quote this form as well as the attached scope of work.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes      No     

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 7-1-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: ThyssenKrupp Elevator Corp.  
Address: 6942 Philips Pkwy Drive South  
Jacksonville, FL 32256  
Phone: (904) 260-4656 Fax: (866) 251-4213  
Contact: Kevin B. Perdue  
Email: kevinb.perdue@thyssenkrupp.com

Attached is a written quote from our company, which is valid for 60 days.

Kevin Perdue  
Signature

07/01/2013  
Date

Comments: \_\_\_\_\_

# Gold Maintenance Agreement

TK-435-0377

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

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

**By:** ThyssenKrupp Elevator Corporation  
6942 Phillips Pkwy Drive South  
Jacksonville, FL 32256  
Telephone: (904)260-4656Ext 5327, (904)234-7916  
Fax: (866)251-4213  
E-Mail: kevinb.perdue@thyssenkrupp.com  
Internet: 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 protect your investment and 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 Atrium	2	ThyssenKrupp	Hydraulic	Passenger	73990-91
Secure Transport	3	ThyssenKrupp	Hydraulic	Passenger	73992-94

**ThyssenKrupp Elevator**  
Americas Business Unit



**ThyssenKrupp**

# Gold Maintenance Agreement

## Preventative Maintenance Program

We will service your 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 "Overtime".

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 wire 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

## 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 the "Items Not Covered" or "Other Conditions" provisions 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).

## Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## 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 our 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.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

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

## Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

**VIEW®** (Check box if included)

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.

# Gold Maintenance Agreement

**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 per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly 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 digital recordings and computerized records 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)

ThyssenKrupp Elevator will test your equipment in accordance with those 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. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special considerations regarding Periodic Safety Testing are set forth below.

**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 immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice 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 sole 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 any 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 employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein 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 current 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 along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries 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 Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

# Gold Maintenance Agreement

**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, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps 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. If any part or component of your equipment covered under this agreement cannot, in our 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. You 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, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we 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. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. 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. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to 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's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

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 completed and the equipment passed. 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. 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 agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

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 and the rights and duties of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. You further agree that venue for any action, whether at law or equity, arising out of this agreement shall properly be Miami-Dade County, Florida. You consent to the jurisdiction of the courts, both state and federal, of Miami-Dade County, Florida for any action 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 **Five Hundred Ninety** dollars (\$ **590.00**) per month, excluding taxes, payable quarterly in advance.

**Term.** This agreement is effective for one (1) year starting October 01, 2013 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 but not more than 120 days before the end of the initial one (1) year period, or at least ninety (90) days but not more than 120 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 exclusive 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.

# Gold Maintenance Agreement

**Overdue Invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is more, 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 with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under 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 and to remedy any damage caused to your equipment during that time. 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. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp 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 ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Nassau County Court House	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<u>Kevin Perdue</u> Branch Manager <u>(904)260-4656Ext 5327</u>	_____ (Print or Type Name)	_____ (Print or Type Name) Branch Manager
	_____ (Print or Type Title)	_____ (Print or Type Title)
<u>July 01, 2013</u> (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

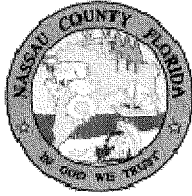
## Special Considerations

- This contract is a one year contract that shall commence on Oct. 1, 2013 and remain in effect until Sept. 30, 2014.
- There are 2 (two) optional renewal terms of one year periods if both parties agree at least (60) sixty days prior to September 30th of each year.
- Price adjustments will be evaluated annually, September 30th of each year with (60) sixty days notice. This increase amount will be negotiated on an annual basis between ThyssenKrupp Elevator and Nassau County (60) sixty days prior to the annual anniversary date of the contract.
- This contract includes one ThyssenKrupp mechanic to be on site while the State certified inspector conducts the required annual State inspections of each elevator. This contract does not include the cost of the inspector.



## Gold Maintenance Agreement

- ThyssenKrupp Elevator agrees to the Terms and Conditions as listed in the RFP dated 06/17/2013 issued by Nassau County.



## NASSAU COUNTY FACILITIES MAINTENANCE DEPARTMENT

45195 Musselwhite Road - Callahan, FL 32011

Mailing Address:  
76347 Veterans Way, Suite 4000 –Yulee, FL 32097  
Email: [bknott@nassaucountyfl.com](mailto:bknott@nassaucountyfl.com)

Telephone: (904) 548-4688  
Alternate: (904) 879-3751  
Fax: (904) 548-4687

Date: 6-17-13

To: All Interested Parties

From: Bill Howard – Facilities Maintenance Supervisor

Re: Quote for Elevator Service Contract for Nassau County Judicial Annex

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Elevator # 2 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings and it has a State serial# 73991 and a unit serial # EP6470 and it is rated for 3500 pounds.

Elevator # 3 is a passenger type elevator used for transporting inmates to the State Attorney's office on the 2<sup>nd</sup> floor and the east courtroom on the 3<sup>rd</sup> floor. It also has a TAC -20 controller and is hydraulic with 3 landings. It has a State Serial # 73992 and a unit serial # EP6471 and is rated for 5000 pounds.

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Elevator # 5 is a passenger type elevator used to transport inmates from the 1<sup>st</sup> floor secure area to the 3<sup>rd</sup> floor secure area by the west courtroom. It has 2 landings is hydraulic and has a TAC-20 controller. It has a State Serial # 73994 and a unit serial # EP6473 and is rated for 5000 pounds.

### **The Preventative Maintenance Program**

Vendor will service elevator equipment described in this agreement on a regularly scheduled basis but not less than once per month. The visits shall be performed during normal business hours which are defined as Monday through Friday from 8:00am to 4:30pm except scheduled holidays. All work performed before or after normal business hours and on days other than normal business shall be considered after hours.

Vendor shall perform the following services as part of the preventative maintenance program.

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  1. Control and landing positioning systems
  2. Signal fixtures
  3. Machines, drives, motors, governors, sheaves, and ropes.
  4. Power units, pumps, valves, and jacks.
  5. Car and hoist way door operating devices and door protection system.
  6. Loadweighers, car frames and platforms, and counterweights.
  7. Safety mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance tasks and Record Logs for each controller.

### **Full Coverage Parts Repair and Replacement**

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### **Quality Assurance**

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### **Items not covered**

Vendor shall not be required to 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, breakers, 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 elevator vendor, batteries for emergency lighting and lowering, air conditioners, heaters, and ventilation fans.

### **Term of Contract**

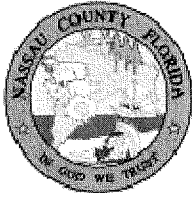
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Elevators Escalators

Nassau County Board of County Commissioners  
Facilities Maintenance Department  
ATTN: Bill Howard  
45195 Musslewhite Road  
Callahan, Florida 32011

KONE Inc.  
9774 Florida Mining Blvd. West  
Suite 708  
Jacksonville, FL 32225  
Tel: 904-292-0225  
Fax: 904-292-2047  
www.kone.com  
Joe. Ramos@kone.com

Re: Request for Quotation – Service Maintenance Contract for Elevators at the  
Nassau County Judicial Annex

Dear Bill,

Thank you for this opportunity to provide the Facilities Maintenance Department of Nassau County with a proposal for the full maintenance and service of the elevators located at the Nassau County Judicial Annex. Enclosed you will find a full comprehensive package of KONE Inc.'s Maintenance Information Guide specific to your location.

The Point of Contact for this RFP will be Joe Ramos, Sales Executive, based at 9774 Florida Mining Blvd., Suite 708, Jacksonville, FL 32257, cell #904-509-2188, Fax# 292-2047. KONE would like to bring to your attention Attachment A Additional Terms and Conditions where our Legal Department noted certain items that they feel we should bring to your attention. Specifically, since consequential damages are silent we would like to add that "Neither Party shall be liable for incidental or consequential damages." Under items not covered in the Nassau specification, KONE would like to include "Vendor shall not be liable for repairs caused by vandalism, negligence, or misuse of the equipment by any party not subordinated by the Vendor."

Again, thank you for affording KONE Inc. the opportunity to serve your customer needs. We look forward to our continued success in building our relationship with the University of Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Ramos", with a long horizontal flourish extending to the right.

JOE RAMOS  
Sales Executive  
KONE Inc. - Jacksonville



Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Department Date: 6-17-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard  
Contact email: bhoward@nassaucountyfl.com  
Department Phone: 904-548-4969 office, cell 904-753-0373  
Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please provide a quote for a service maintenance contract for the elevators at the Nassau County Judicial Annex located at 76347 Veterans Way, Yulee, FL, 32097. Please see attached scope and review before preparing quote. Site visits to review equipment are available by contacting Bill Howard at the numbers or email listed above to schedule an appointment to view equipment. Please fill out and return with quote this form as well as the attached scope of work.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes X No       

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*


Please submit written response by: 7-1-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: **KONE Inc.**  
Address: **9774 Florida Mining Blvd. W., Suite 708**  
**Jacksonville, FL 32257**  
Phone: **904-292-0225 x 209** Fax: **904-292-2047**  
Contact: **Joe Ramos, Sales Executive**  
Email: **joe.ramos@kone.com**

Attached is a written quote from our company, which is valid for 90 days.

 Signature 6/25/13 Date

Comments: KONE standard agreement is attached for scope of work.



NASSAU COUNTY  
FACILITIES MAINTENANCE DEPARTMENT

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2013

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	<b>CONTACT NAME:</b> Aon Client Services	
	<b>PHONE (A/C, No, Ext):</b> 866-283-7122	<b>FAX (A/C, No):</b> 847-953-5390
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Old Republic Insurance Company		24147
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
KONE Inc.  
Attn: insurancerequests@kone.com  
One KONE Court  
Moline IL 61265

**COVERAGES** **CERTIFICATE NUMBER:** 15163798 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY 57732	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 20018	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 115397 05 (AOS) MWXS 822 05 (OH)	1/1/2013 1/1/2013	1/1/2014 1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

# SAMPLE

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

Contract No. Contract/Project - Project/Location: Sample Project Name Sample Project City ST

<b>CERTIFICATE HOLDER</b>  Sample Holder Name Sample Holder Address City ST ZIP	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>  Aon Risk Services Central, Inc.

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**Purchaser ("Purchaser"):**  
 Nassau County Judicial Annex  
 76347 Veterans Way, Suite 4000  
 Yulee, Florida 32097

**Service Location ("Premises"):**  
 Nassau County Judicial Annex  
 76347 Veterans Way  
 Yulee, Florida 32097

**KONE Inc. ("KONE")**  
 Jacksonville  
 9774 Florida Mining Blvd., Suite 708  
 Jacksonville, FL 32257

## KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")

Nassau County Judicial Annex
----- (Signature of Authorized Representative)
----- (Print Name)
----- Title
----- Date

Respectfully submitted,
Joe Ramos KONE Inc.
----- (Approved by) Authorized Representative
----- Title
----- Date

### EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Thyssen	5										

**TENDER DATE:** 06/25/2013

**EFFECTIVE DATE:** 10/01/2013

**PRICE**

\$625.00 per month payable by Purchaser annually in advance (\$7,500.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 637.50 per month	
Quarterly in advance payment	3% Increase	\$ 643.75 per month	
Monthly in advance payment	4% increase	\$ 650.00 per month	

**SCOPE OF SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition,



unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

### HYDRAULIC ELEVATORS

#### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

#### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

#### **POWER UNIT**

Pump, motor, valves, and all related parts and accessories.

#### **HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

#### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

#### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

#### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

#### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

### HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

### SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

### TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

#### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

### REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser



can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

### **EXCLUSIONS**

The following are excluded from the scope of services.

### **GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

### **OBSOLESCENCE**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that

replaces the obsolete components is covered under this Agreement.

### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

### **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

### **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not





immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

#### **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

#### **THIRD PARTY SERVICES**

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

#### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at

KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

#### **TERM AND TERMINATION**

This Agreement will commence on the effective date and continue for an initial period of ONE (1) year. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

#### **CANCELLATION**

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

#### **ASSIGNMENT**

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.



## **PRICE ADJUSTMENTS**

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## **PAYMENT TERMS**

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## **SUSPENSION OF SERVICE**

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## **TAXES**

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

## **INDEMNIFICATION**

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement. Purchaser's indemnity obligation are expressly conditioned on KONE: (i) giving Purchaser prompt written notice of each claim; (ii) promptly tendering the defense or settlement of each claim to Purchaser; and (iii) cooperating with Purchaser at KONE's expense in defending or settling each claim.

## **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

KONE will provide Purchaser with a copy of its standard certificate of insurance.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

## **U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").



**FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**VENUE**

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

**PROPERTY RIGHTS**

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of

dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



## **Attachment A Additional Terms and Conditions**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

KONE will perform monthly examinations as per specifications. Billing of this contract will be as per Nassau County requirements and without any additional charge. Service visits for preventative maintenance, repairs or call backs will have e-mail notification to staff assigned by Nassau County to receive. KONE will provide our standard Certificate of Insurance and requirements as outlined by Nassau County. In the specifications since consequential damages are silent we would like to add that "Neither Party shall be liable for incidental or consequential damages". Under items not covered in the Nassau specification we wish to include "Vendor shall not be liable for repairs caused by the vandalism, negligence, or misuse of the equipment by any party not subordinated to Vendor". All other items included in the specifications of Nassau County will be included in this agreement.



## CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

# **KONE Care<sup>®</sup>**

## **Maintenance Information Guide**

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### **KONE Contact Information**

#### **KONE Service Center:**

Call toll-free 24 hours/day, seven-days/week

Service requests may be placed via phone at 877-276-8691 or via email at [KONEService@KONE.com](mailto:KONEService@KONE.com).

#### **KONE Website**

[www.kone.com](http://www.kone.com)

#### **Local KONE Branch Office**

Jacksonville

9655 Florida Mining Blvd., Suite 309

Jacksonville, FL 32257

Phone:(904) 292-0225 ext 201

#### **Your KONE Account Representative:**

Joe Ramos

E-mail: [joe.ramos@kone.com](mailto:joe.ramos@kone.com)

# **KONE Care<sup>®</sup>**

## **Maintenance Information Guide**

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### **KONE Contact Information**

#### **KONE Service Center:**

Call toll-free 24 hours/day, seven-days/week

Service requests may be placed via phone at 877-276-8691 or via email at [KONEService@KONE.com](mailto:KONEService@KONE.com).

#### **KONE Website**

[www.kone.com](http://www.kone.com)

#### **Local KONE Branch Office**

Jacksonville

9655 Florida Mining Blvd., Suite 309

Jacksonville, FL 32257

Phone:(904) 292-0225 ext 201

#### **Your KONE Account Representative:**

Joe Ramos

E-mail: [joe.ramos@kone.com](mailto:joe.ramos@kone.com)

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## **Before placing a service call**

In some cases, simple and fast checks are enough to put the elevator or escalator back in operation and save you from what could otherwise be an additional charge.

Before placing a call to the KONE Service Center, please check the following items:

### **Elevator**

- Verify the power supply to the elevator and check for blown fuses or tripped circuit breakers to the power supply.
- Is the Stop button activated?
- Are all key switches in the normal "run" position?
- Is the Independent Service switch in the "on" position?
- Is the elevator on Fireman Service?
- Is there an object (gum, paper, etc.) obstructing the infrared door detector or photo eye?
- Wipe down the infrared door detector or photo eye with a dry cloth.
- Is there an object (screw, coin, etc.) in the door sill or track, preventing the door from closing?
- Are the doors properly closed at all floors?
- Is the machine room dry and normal room temperature?
- For hydraulic elevators, run the car several times to heat up the oil in the power unit and ensure correct operation.

### **Escalator**

- Verify the power supply to the escalator and check for blown fuses or tripped circuit breakers to the power supply.
- Is the Stop switch activated?
- Is there an object (gum, paper, etc.) obstructing the Handrail Inlet Switch Doors?
- Try resetting the escalator by using the key switch.

If your equipment is not operational after checking the above items, place a service call to the KONE Service Center.

## **Placing a service call**

The KONE Service Center is your 24 hour/day, seven-day/week connection to the KONE Care<sup>®</sup> network.

In the event that you must request service, you may contact the KONE Service Center via the toll-free number (877-276-8691) to be connected with a Service Center agent



# **KONE Care<sup>®</sup>**

## **Maintenance Information Guide**

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or send your service request via email to [KONEService@KONE.com](mailto:KONEService@KONE.com).

Please provide the following information:

1. Building identification number or building name and address.
2. Your name & phone number.
3. The specific piece of equipment requiring service.
4. Description of the equipment problem and confirm whether it is operational.
5. The urgency of your service request.
7. If work is required outside of regular time hours, proper authorization for overtime as needed.

The KONE Service Center agent will provide you with a confirmation number at the conclusion of your call.

### **KONE Service Center Service Request Process**

#### ***Service Center Agent***

- Service request received by agent at the KONE Service Center
- Agent identifies building location through unique building number or through building name and address.
- Agent identifies specific piece of equipment that requires service.
- Agent identifies caller information from a database of previous calls.
- Agent notates the nature and urgency of the problem.
- The collected information is delivered electronically to the appropriate field technician.
- If an estimated arrival of time is required, the Service Center agent confirms an estimated arrival time and notifies the caller.

#### ***Field Technician***

- Field technician receives dispatch information via internet based messaging the technician's reporting tool.
- Technician confirms availability for call, provide estimated arrival time and log arrival at jobsite utilizing their reporting tool.
- Upon arrival at the job site, technician may meet with the on-site building representative to identify any information that may not have been communicated to the KONE Service Center Agent.
- Technician addresses the service issue as efficiently as possible and check equipment operation before returning it to service.
- Then technician explains repairs that were performed during the visit, and confirm that the on-site building contact is satisfied with the service provided.

# **KONE Care<sup>®</sup>**

## **Maintenance Information Guide**

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- Upon leaving the job site, technician logs completion of the service call using the reporting tool.

### **Local KONE Office**

- Your local KONE office continually monitors service request activity. The same information that is communicated to the KONE Service Center by callers and technicians is available in real-time, and your local KONE office can give special attention as needed.
- The same technology allows your local KONE office to generate an array of standard reports that can identify minor equipment malfunctions before they become a major problem.

### **Safety**

Elevator and escalators are equipped with numerous safety circuits that are continually checked while the equipment is running or stopped at a floor. In the event of an entrapment, please:

1. Check if anyone is in need of medical assistance and contact emergency authorities if necessary.
2. Contact the KONE Service Center and notify the KONE Service Center agent that an entrapment has occurred. A highest priority response is given to an entrapment.
3. Advise the passenger(s) that your maintenance provider has been contacted and help is on the way. Remind passenger(s) that they are safest in the elevator and to remain calm.
4. Do not attempt to evacuate passengers yourself! For your safety and the safety of the passengers, evacuations should only be performed by trained personnel!

### **Injuries or Accidents**

In the event of an injury or accident in or about the equipment area, please:

1. Contact emergency authorities if necessary.
2. Contact the KONE Service Center to provide verbal notification immediately.
3. Provide written notification to KONE within seven (7) days of the incident, including any additional information.

### **KONE Remote Monitoring Service (KRMS) Voice Link – *Optional***

If KRMS Voice Link is provided, this service will be activated when a passenger activates the ADA phone in the elevator. When KRMS Voice Link is activated:



1. The elevator phone will be programmed to automatically dial the KONE Service Center Entrapment Line, which always receives a first priority response over other incoming calls.
2. The pre-recorded message on the elevator phone will advise the KONE Service Center agent of the building location and equipment designation.
3. Two-way communication will be available between the KONE Service Center agent and passengers.
4. The KONE Service Center agent will attempt to determine if there is an entrapment.
5. In the event of an entrapment, the KONE Service Center agent will immediately dispatch a service call to a KONE technician and contact the point of contacts as provided by you on the KRMS Customer Information Sheet. In case of an emergency, the KONE Service Center agent will immediately contact local fire, police or 911.
6. If the Service Center agent does not receive a response from the elevator and cannot determine if this is an actual entrapment or a false alarm, the KONE Service Center agent will contact your points of contact to confirm if this is an actual entrapment.
7. If the KONE Service Center agent cannot reach any of your point of contacts, the Service Center agent will contact local fire, police or 911.

### **Tips for proper use**

Like all mechanical equipment, safety, performance and reliability of your vertical transportation equipment is dependent on proper use.

#### **Elevators**

- Enter and exit the elevator promptly.
- Watch your step when entering or exiting the elevator.
- Children should always be accompanied by an adult when using the elevator, escalator or autowalk.
- No unauthorized person should enter the elevator shaft.
- Do not transport any long objects by opening the car top emergency exit.
- Do not jump in the car while the elevator is running.
- Do not prevent the operation of the infrared door detector with objects or keep doors open.
- Comply with the stated number of persons/weight for the elevator.
- When cleaning corridors or car interior, avoid sweeping water into the shaft.
- Use the "stop" and "alarm" buttons only when required.
- When calling the elevator, press only the button indicating the direction you wish to travel.

### **Escalators**

- Instruct passengers to ride safely.
- Hold the handrail.
- Ride the escalator facing the appropriate direction of travel.
- Do not lean over the handrail.
- Keep feet away from the escalator's sides.
- Step over the combplates at the top and bottom of the escalator.
- Do not take strollers on the escalator.
- Do not transport freight on the escalator.
- Attend and hold children's hands when riding escalator.
- Do not jump on escalator.
- Keep hands away from handrail inlets and steps.

### **Special Features**

To ensure safety and proper operation, maintenance or security personnel should be instructed on the correct use of any special features that may be installed on your elevator. Keys should be kept in a central location and only available to authorized, trained personnel. Some special features on your elevator may include:

*Infrared Door Edge:* A series of infrared beams that cover the door opening. If a beam is interrupted, the doors will automatically re-open. The Infrared Door Edge replaces the mechanical safety edge and photo eyes.

*Door Open Button:* Re-opens the doors when pressed. Also used to control doors when Fire Service is activated.

*Door Close Button:* Begins closing the doors when pressed. Also used to control doors when Fire Service is activated.

*Alarm Bell Button:* Sounds an alarm when pressed to alert others that assistance is necessary.

*Emergency Light:* Automatically illuminates when power fails.

*Emergency Telephone:* Provides two-way communication from the elevator to a point outside the hoistway. Must automatically dial and be monitored 24/7 (see KRMS section).

*Light/Fan Keyswitch:* Controls operation of lights and fan in elevator.

# **KONE Care<sup>®</sup>**

## **Maintenance Information Guide**

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Inspection Keyswitch: Activates inspection mode. Normally in "Off" position.

Fire Service Keyswitches: Fire service is initiated automatically by the building's smoke detectors or by activating the fire service keyswitch located by the hall pushbutton stations on the main floor. When initiated, all hall and car calls are cancelled, the elevators return to the designated floor and doors open and remain as such for use by trained fire fighters. If not initiated automatically, may be manually initiated by turning the Hall (Phase I) Fire Service Keyswitch to the "On" position. Trained fire fighters may activate the fire service keyswitch in the elevator (Phase II) and control the elevator by turning the keyswitch to the "On" or "Hold" positions. To return the elevator to normal operation, return the elevator to the designated fire service floor, hold constant pressure on the door open button and turn the fire service keyswitch in the car to the "Off" position. Place the hall fire service keyswitch in the "Bypass" position, and then turn the keyswitch to the "Off" position. If this has been activated by smoke detectors, only authorized personnel should re-set the fire service.

Emergency Stop Keyswitch: Stops elevator in hoistway and alarm bell is not activated. Should normally be in "Run" position.

Photo Eye Keyswitch: Activates and deactivates photo eye beams.

Independent Service Keyswitch: Allows authorized personnel to commandeer the elevator.

Floor On/Off Keyswitch: Enables authorized personnel to lockout access to specific floors.

Card Reader Keyswitch: Activates and deactivates card reader.

Door Hold Keyswitch: Holds door in fully open position.

Down/Up/Off Keyswitch: Allows authorized personnel to register an up or down hall call.

Emergency Service Keyswitch: Allows elevator to be commandeered for medical emergency service.

Code Blue Keyswitch: Spring return medical emergency keyswitch mounted in the hall station, which calls the car to that floor.

Emergency Light Test Keyswitch: Allows testing of emergency light.

Emergency Power Keyswitch: Activates emergency power.

# **KONE Care<sup>®</sup>**

## **Maintenance Information Guide**

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Attendant On Service Keyswitch: Activates and deactivates in-car attendant service.

Lobby Park Keyswitch: Brings car to designated floor and shuts down car.

*Dedicated to People Flow*



SERVICE EXCELLENCE FOR ELEVATORS AND ESCALATORS

# KONE Maintenance

• Method

# KONE Maintenance Method

KONE services more than one million elevators and escalators from both KONE and other manufacturers. The starting point for every KONE Care™ solution is a thorough understanding of your requirements, so that KONE can provide the most suitable maintenance solution for you.

## Unique service for your equipment

The KONE Maintenance Method (KMM) is designed to evaluate each piece of equipment and create an individual maintenance plan for each unit, based on criteria such as usage, operating environment, control and drive types, number of openings, door type, etc. This information is stored in each equipment record and is used to create individual maintenance profiles. This ensures quality and end-user safety, and maximizes equipment availability. KONE develops a unique maintenance plan for each piece of equipment. Maintenance is performed for each technical module of the equipment at the correct intervals.

There are significant advantages to the KONE Maintenance Method when compared to calendar-based maintenance. One of the most beneficial is to provide the maintenance technician with more productive time on site. This is achieved by simply reducing non-productive time.

Coupling more time maintaining the equipment with a more regimented approach to maintenance will improve the quality of the equipment and, thereby reduce unnecessary downtime, callouts and repairs.

*KONE Service Technicians maintain more than one million elevators and escalators worldwide, from both KONE and other manufacturers.*



## Key BENEFITS

### Quality

- Global standards with local quality audits for maintenance
- Standardized maintenance process and methods that are audited by local supervisors
- A unique maintenance plan based on technical characteristics, usage, environment and customer needs
- KONE Service Technicians are dedicated professionals with world-class technical and customer skills who provide quality service by responding quickly and improving equipment reliability

### Customer service

- Immediate contact with the KONE Customer Care Center™
- Fast response to service requests
- Transparency to maintenance delivery and equipment performance
- Minimized out-of-use time for your equipment
- After maintenance has been performed, KONE follows up with an e-mail showing when the technician was on site and what work was done. Ask your KONE Account Representative if Automatic E-mail Notification is appropriate for you.
- eOptimum™ is KONE's web-based extranet service which allows you to view information about the status and work performed on your equipment. Contact your KONE Account Representative for further information.

### End-user safety

- End-user safety is the highest priority in KONE maintenance
- Reduced owner liability
- Equipment complies with all applicable safety codes

### Other benefits include:

- Prolonged equipment life due to proper maintenance
- Maximized equipment availability
- Reduced service interruptions, both planned and unplanned
- Increased tenant satisfaction
- Reduced operating expenses by reducing unplanned service interruptions that may not be covered under your maintenance agreement
- KONE Voice Link provides two-way communication between an elevator phone line and the KONE Customer Care Center
- KRMS™ Data Link (Remote Elevator Monitoring) is available for newer KONE equipment



## Maximize equipment availability

The preventive maintenance (KMM – KONE Maintenance Method) approach focuses on the actual maintenance requirements of the equipment. The KONE Maintenance Method takes into consideration the equipment's operational environment and usage, the technical platform and the regulatory requirements to provide you with an optimal maintenance plan. If the maintenance requirements change, the maintenance plan is adjusted accordingly.

The KONE Maintenance Method is based on KONE's understanding that not all of the components need maintenance at the same time. The maintenance tasks are grouped into modules, which define the maintenance actions for each main component. KONE's Maintenance Method is a task-based program, not built on generic guidelines. Each maintenance visit includes maintenance modules for the main component areas, which are comprised of tasks and detailed procedures on how the task should be performed. KONE's Maintenance Method ensures the equipment's lifetime safety and performance.

KMM standards ensure your equipment is:

- Safe
- Clean, neat and organized
- Functionally correct
- Customer acceptable
- Properly lubricated



### Spare parts: available when you need them

KONE Spares has a very efficient delivery network. A dedicated inventory is maintained in each van, which is matched to the equipment usage of that route. Replenishment of parts used from vans occurs automatically and deliveries are sent to a facility located in the center of each route. Additional levels of support are provided from the local branch inventories as well as KONE Spares inventory.

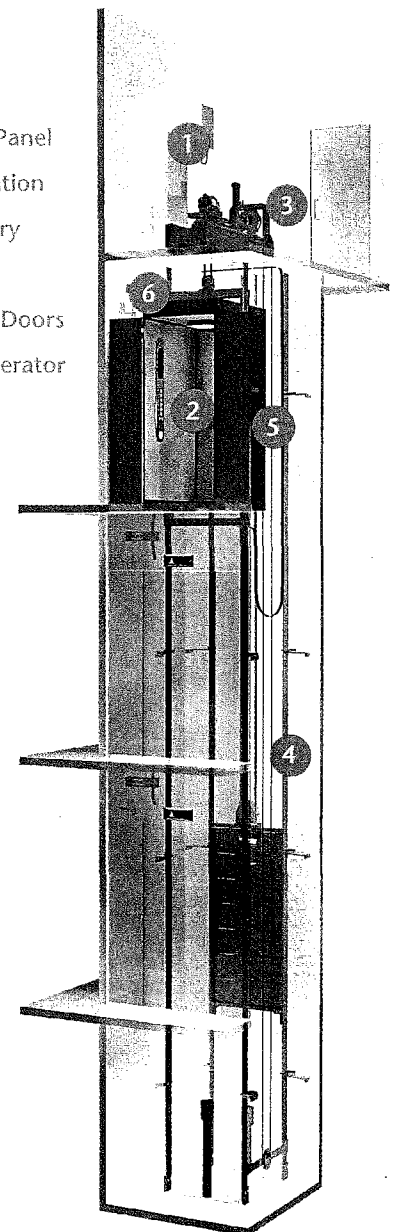
Improved availability of parts for call-outs and unplanned repairs means less travel time for our technicians and less downtime for your equipment.

### KONE Solutions

The KONE Care service offering enables you to choose the level of service you need: Premium, Plus or Standard. All three levels include the KONE Maintenance Method and access to the KONE Customer Care Center. You can tailor the solution by adding other services from the KONE Care portfolio.

*KONE Care maintenance focuses on each technical module at the correct intervals. This ensures top performance, safety and minimizes equipment downtime.*

- 1 - Control Panel
- 2 - Signalization
- 3 - Machinery
- 4 - Shaft
- 5 - Landing Doors
- 6 - Door Operator





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Alabama		Iowa		North Dakota	651-452-8062
Birmingham	205-944-1032	Des Moines	515-243-0109	Ohio	
Mobile	251-661-7522	Quad Cities	309-797-3232	Cincinnati	513-755-6195
Arizona		Kansas		Cleveland	440-546-1100
Phoenix	623-434-3599	Wichita	316-942-1201	Columbus	614-866-1751
Tucson	520-624-3125	Kentucky		Oklahoma	
Arkansas		Louisville	502-491-0565	Oklahoma City	405-682-5651
Little Rock	501-758-1889	Louisiana		Tulsa	918-258-0582
California		Baton Rouge	225-291-5270	Oregon	
Cypress	714-890-7080	New Orleans	504-736-0776	Portland	503-652-1011
Sacramento	916-372-1458	Maine	781-828-6355	Pennsylvania	
San Diego	858-578-5100	Maryland		Harrisburg	717-653-7177
San Francisco	510-351-5141	Baltimore	410-766-2100	Philadelphia	856-488-8830
Santa Barbara	805-349-1013	Massachusetts		Pittsburgh	412-279-1561
Colorado		Boston	781-828-6355	Rhode Island	781-828-6355
Denver	303-792-3423	Michigan		South Carolina	704-597-0430
Connecticut		Detroit	734-513-6944	South Dakota	
Hartford	860-257-9277	Grand Rapids	616-534-3300	Sioux Falls	605-336-1578
Delaware	856-251-1555	Minnesota		Tennessee	
District of Columbia		Minneapolis	651-452-8062	Knoxville	865-938-3444
Washington, DC	301-459-8660	Mississippi		Memphis	901-758-8320
Florida		Jackson	601-939-7597	Nashville	615-360-7013
Jacksonville	904-292-0225	Missouri		Texas	
Miami	954-437-4300	Kansas City	816-531-2140	Austin	512-443-0967
Naples	239-598-9310	St. Louis	314-521-8800	Dallas	469-549-0581
Orlando	407-812-8033	Springfield	417-862-1174	Houston	281-442-6619
Tampa	813-635-0330	Montana		San Antonio	210-491-0485
Georgia		Helena	406-449-1399	Utah	
Atlanta	770-427-3373	Nebraska		Salt Lake City	801-977-1144
Hawaii		Omaha	402-592-7381	Vermont	781-828-6355
Honolulu	808-836-2231	Nevada		Virginia	
Idaho	801-977-1144	Las Vegas	702-269-0919	Richmond	804-328-1032
Illinois		New Hampshire	781-828-6355	Washington	
Chicago	630-629-3100	New Jersey		Seattle	425-861-9696
Peoria	309-697-9011	Warren	908-626-0220	West Virginia	
Quad Cities	309-797-3232	New Mexico		Charleston	614-866-1751
Rockford	815-874-1502	Albuquerque	505-888-0626	Morgantown	412-279-1561
Springfield	217-544-5461	New York		Wisconsin	
Indiana		Albany	518-464-0002	Milwaukee	262-373-0460
Fort Wayne	260-484-9586	New York City	718-361-7200	Wyoming	303-792-3423
Indianapolis	317-788-0061	North Carolina			
		Charlotte	704-597-0430		

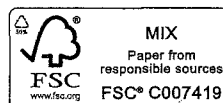
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Edmonton	780-452-9227	Nova Scotia		Quebec City	418-877-1494
British Columbia		Halifax	902-450-1102	Sherbrooke	819-821-2182
Vancouver	604-777-5663	Ontario			
Victoria	250-384-0613	Hamilton	905-648-3188		
Kelowna	250-491-1838	Kingston	613-531-6262		
		Ottawa	613-225-8222		
		Toronto	905-948-2230		

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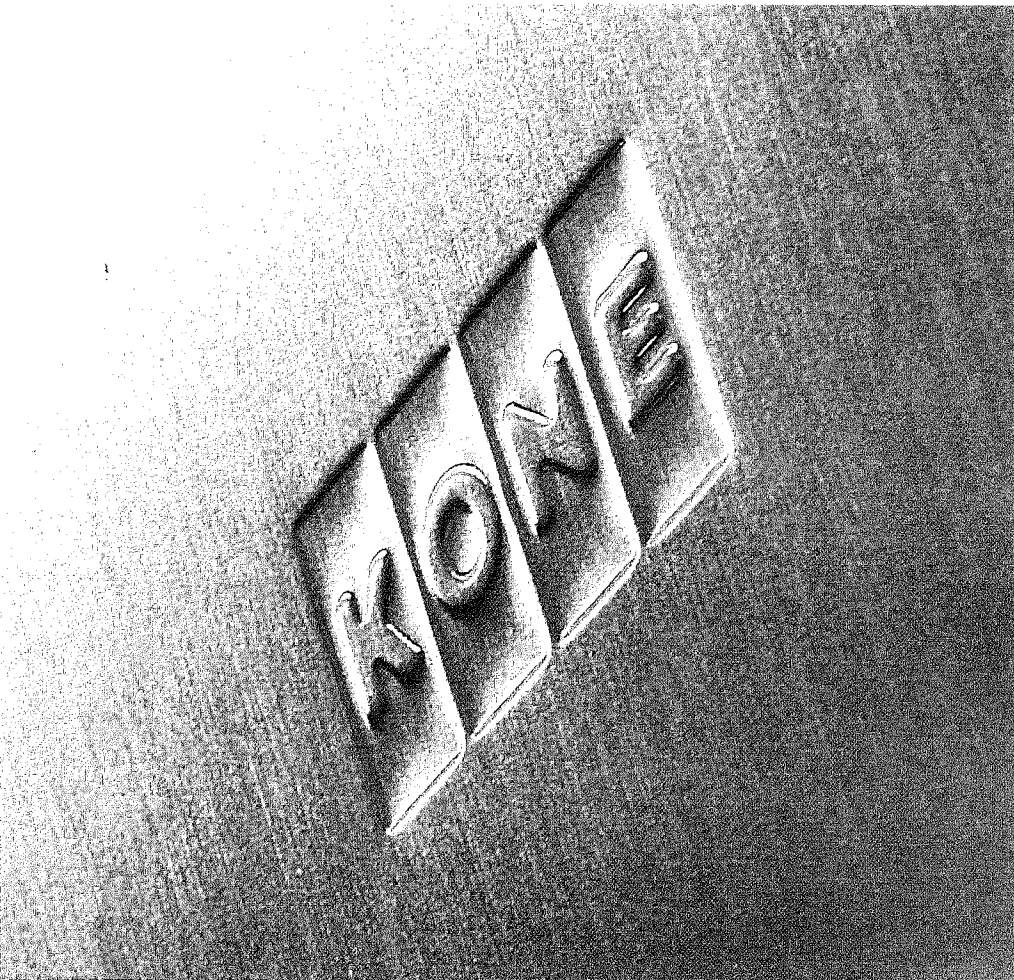


*Dedicated to People Flow™* **KONE**

OUR ELEVATOR AND ESCALATOR SOLUTIONS

**KONE** Knows Your Equipment





## Comprehensive Quality Service

KONE Care™ preventive maintenance contracts ensure the availability of software upgrades as well as OEM advances in technology. KONE Care dispatching logs each call and forwards a full report electronically to the nearest technician to assure a quick, personal response, 24 hours a day.

Our inventory information system tracks KONE parts everywhere, all the way from the KONE Customer Care Center,™ to the branches and “rolling” stock maintained on trucks and even at the service site. KONE R&D keeps our technicians informed about developing technologies and ways to continually improve maintenance procedures on your KONE equipment.



## Commitment to Service Excellence

We'd like the opportunity to serve you. That's why we set a higher standard for service satisfaction. It starts with a commitment to bring all of our equipment back into the family. Montgomery KONE has become KONE, and it makes no difference whether the nameplate says KONE, Montgomery KONE, Montgomery, Armor or O&K, we made it all. We

have the experience and resources to keep your equipment performing to the highest KONE standards.

We're determined to put you first by making KONE Care the best you've ever experienced.

### **Worldwide resources**

One major difference is the way we use KONE's worldwide resources to

improve safety and reliability. No one has more experience with performance upgrades, or faster access to a complete inventory of KONE parts. All of these resources are focused on you to minimize downtime and maximize safety.



## KONE Care Quality Assurance

Regular meetings with local KONE Care supervisors provide ongoing support for you – and your KONE technician.

Random audits by KONE managers ensure high standards for service operations and an effective response to your concerns.

An independent firm periodically audits the customer satisfaction levels achieved by each branch.

## Take the KONE Care Challenge

Are you satisfied with your current service provider's:

- ability to assure reliable performance of your equipment to OEM design standards?
- ability to resolve problems quickly?
- ability to provide special assistance when requested?
- ability to provide an effective preventive maintenance program meeting your requirements as well as OEM requirements?
- ability to provide ongoing OEM training for your service technicians?

- ability to provide OEM software upgrades to meet your building's and industry's technical advancements now and in the future?
- ability to expedite OEM parts?

If you answered "no" to any of these questions, please contact us about conducting a Service Audit. We will survey your equipment, discuss your needs and create a custom-tailored Service Program that will make you a satisfied customer. There is absolutely no cost or obligation.



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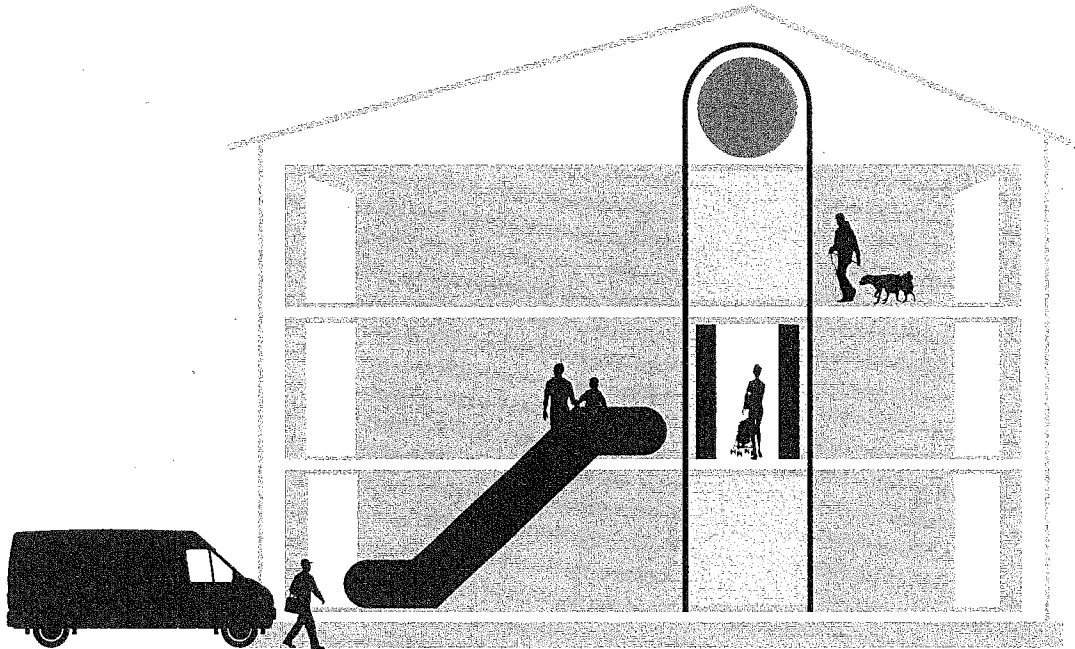
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Dedicated to People Flow™



KONE SAFETY INFORMATION

# Safety is top priority



Your KONE Care™ maintenance service has been designed to maximize the safety of your equipment. Safety means more than conforming with local laws and norms. KONE maintenance detects issues before problems arise, reducing hazards and preventing accidents from taking place.

## **Proper use of equipment boosts safety**

The responsibility for elevator and escalator safety rests with the owner of the equipment. You can help ensure an easier, safer ride for everyone and a longer life for your equipment by ensuring the elevators and escalators are used correctly. Proper operation also saves money by eliminating service calls.

## **Systems to ensure safety**

KONE's company culture puts safety first. We work to ensure that all equipment under our service complies fully with regulations and meets the highest levels of safety within the industry.

Due to increased safety requirements, some of the older elevators and escalators are not equipped with current safety features. Modernizing these units can significantly increase their safety and ensure compliance with code requirements. One way to significantly enhance passenger safety is through the KONE Voice Link Service, which

enables voice communication between passengers in the elevator car and personnel at the local KONE Customer Care Center™. Also, the KONE Remote Monitoring System™ is installed on new and modernized KONE equipment and can keep an eye on the condition of the equipment, so that when intervention is required, a service technician is dispatched fully informed of the problem.

## **Active involvement in standard development**

KONE plays a strong role in the development of safety codes and standards, participating actively in local and international standardization committees and associations. We monitor developments in the industry and share our technical expertise to help find the best solutions for achieving the highest level of safety for all elevator and escalator passengers.

North American service competence fast facts	
The percentage of the KONE maintenance portfolio that is made up of non-KONE equipment	over 50%
The average response time for a normal call-out	less than 2 hours
Number of KONE Service Technicians	more than 2,000
Average number of years that KONE-employed service technicians have served in the Elevator Union	21+ years
The percentage of made customer visits by a KONE Service Technician	100%
In 2010 the percentage of delivered planned preventative maintenance by a KONE Service Technician	nearly 105%
Global service competence fast facts	
Longest serving KONE service technician	47 years
Most common upper education discipline	electrical engineering
Nationalities of KONE service technicians	over 50 countries
Number of elevators and escalators in KONE maintenance base	over 750,000
Number of total training days for KONE trainers	more than 7,700
Number of total training days for KONE technicians	40,000
Number of unique local training events	more than 1,100

### Always at your service

KONE Service Technicians combine technical knowledge with problem-solving skills, allowing them to prevent and solve a wide range of technical problems for all types of equipment. KONE Service Technicians respond to call-outs quickly and service customer equipment at thousands of sites every day.

### Continuous training

Continuous training ensures that the technicians have world-class technical and customer skills and an excellent service mentality. KONE Service Technicians have a key advantage when it comes to unique site requirements. Our training facility includes classroom and simulator based instruction. Further, we support our training program by providing on-site training for KONE and non-KONE equipment, and can make full use of our global technical resources.

### Global know-how

Service expertise is shared in 24 training centers across the globe and training is available in 20 different languages. KONE's Service Technicians can participate in 55 different global training courses, as well as courses tailored to their own localities – North America and regional.

### A preventive maintenance method

All KONE Service Technicians are trained to use the KONE Maintenance Method (KMM), one of the most advanced preventive maintenance methods in the industry. KONE KMM provides our technicians with a maintenance profile and schedule specifically designed for your elevators, escalators and/or autowalks. This profile helps keep your equipment safe, functionally correct, properly lubricated, clean, neat and acceptable to you.

With KONE KMM, Service Technicians maintain your equipment systematically, monitor the entire system and work to prevent equipment problems before they happen. KONE Service Technicians also use their experience, skill and in-depth knowledge about elevators, escalators and autowalks at your facility to make timely repair recommendations in order to prevent unnecessary downtime, improve safety, suggest performance upgrades and to keep your equipment operating at the highest level of efficiency and safety.

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1-905-858-8383

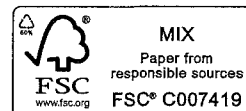
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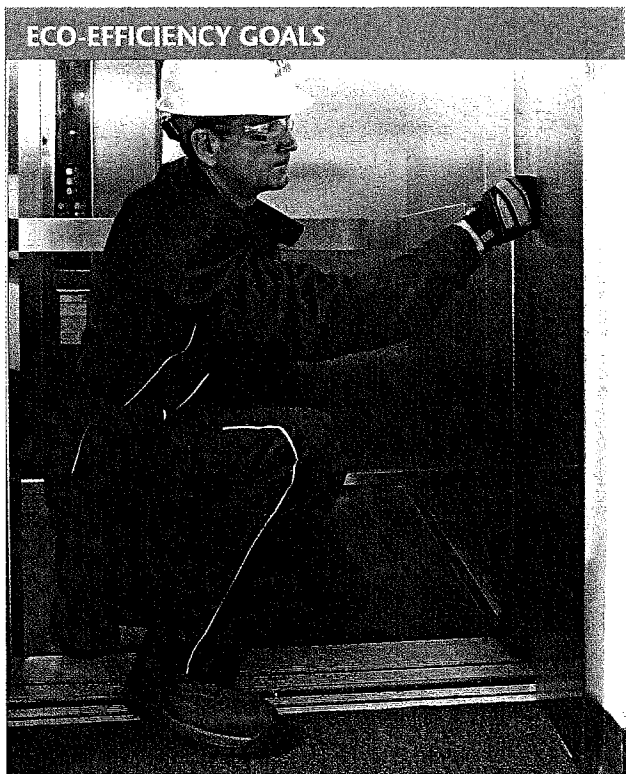
# Eco-efficient Maintenance

KONE's environmental responsibility covers the full life cycle of our products from design and manufacturing to maintaining and modernizing the equipment. Our vision for delivering the best People Flow™ experience requires constant improvements in the efficiency of our solutions, maintenance processes and ways of working.

KONE has always believed in developing innovative and energy-efficient solutions that keep the total cost of ownership low while reducing the overall impact on the environment.

## MEMBERSHIPS/ORGANIZATIONS

- Member, U.S. Green Building Council – first elevator/escalator company member
- Member, Alliance for Sustainable Built Environments in the United States
- Global Level Member, World Business Council for Sustainable Development



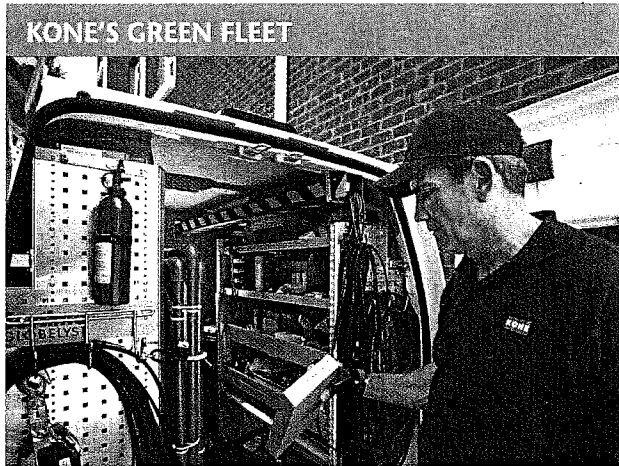
To minimize our own environmental impact, one of KONE's targets includes reducing our operational carbon footprint by 3% annually for the period of 2011–2013, utilizing eco-efficient maintenance practices.

KONE provides services that help our customers achieve their eco-efficiency goals in every phase of their building's life cycle.

- Regular professional maintenance ensures the most eco-efficient use of your equipment and the longest, cleanest life cycle, with the smallest environmental impact.
- KONE Care for Life™ helps customers determine when and how to modernize equipment with thorough inspections of the safety, accessibility, reliability, energy efficiency and appearance of a building's vertical transportation equipment.

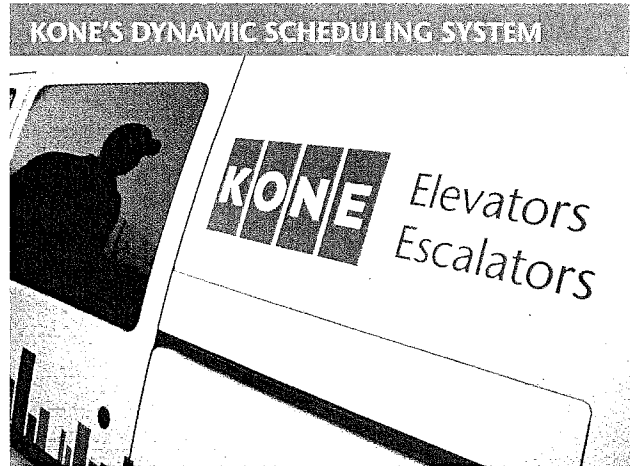
# Eco-efficient Solutions

KONE's goal is to create a culture of excellence by operating an environmentally friendly, efficient, economical and safe maintenance vehicle fleet using some simple, effective guidelines. These guidelines have resulted in a corresponding reduction in fuel consumption and CO<sub>2</sub> emissions.



**KONE'S GREEN FLEET**

- Project O<sub>2</sub>xgyen launched in 2008 to reduce the CO<sub>2</sub> generated by the KONE global fleet
- In 2010, KONE achieved a 4.6% reduction in vehicle fleet carbon footprint
- Switching KONE's fleet vehicle from an E-150 to a Transit Connect improved fuel efficiency from 11 miles per gallon to 18 miles per gallon
- Route-planning technology optimizes technicians' driving routes, reducing emissions
- In the U.S., vehicles are stocked with frequently needed spare parts, reducing warehouse visits and further decreasing emissions. This stock is closely managed to reduce vehicle weight which also improves fuel efficiency.



**KONE'S DYNAMIC SCHEDULING SYSTEM**

- Dynamic Dispatching utilizes KONE's Maintenance and Acquisition Planning (MAP) tool which optimizes route planning by taking technician location into account, optimizing response time and reducing technician travel time
- Utilizes wireless technology
- Reduces transport distances
- Average 2010 travel time was reduced by approximately one minute per service order in 2011; with over 90,000 service calls annually, this resulted in about 1500 hours less driving time by KONE technicians.



**KONE'S ECO-SAFE DRIVING PROGRAM**

- Service technicians are required to follow Eco-safe driving principles
- Helps reduce CO<sub>2</sub> emissions and overall fleet-related costs
- Protects KONE drivers and other road users

To learn more about KONE's commitment to environmental excellence, visit [www.kone.us](http://www.kone.us).

U.S. Operations Center  
One KONE Court  
Moline, Illinois 61265  
1-800-956-KONE (5663)

KONE Mexico, S.A. de C.V.  
Clavel 227  
Colonia Atlampa  
Mexico City, D.F. 06450  
+52.55.1946.0100

Canadian Operations Centre  
6696 Financial Drive, Unit 2  
Mississauga, Ontario L5N 7J6  
1-905-858-8383

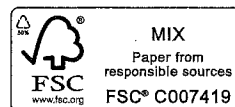
For the latest product information and interactive design tools, visit [www.kone.us](http://www.kone.us)

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Dedicated to People Flow™



# KONE Service Technicians – true professionals

## Maximizing quality. Minimizing downtime.

Your equipment performance is ensured by KONE Service Technicians. They will make sure that your equipment – elevators, escalators and autowalks – is safe and reliable.

KONE Service Technicians are true professionals who provide quality service by responding quickly and improving equipment reliability.

## Fast and accurate

KONE Field Mobility™ gives Service Technicians real-time remote access to KONE's maintenance database and KONE's Customer Care Center™. For KONE's customers, this translates into efficient and effective route management through dynamic dispatching, reduced equipment interruptions and ensures you receive the best possible response.

### Key benefits

- Dedicated professionals with world-class technical and customer skills
- Enabling safe, comfortable and uninterrupted service
- KONE Service Technicians have the lowest callout rate in the industry
- Local expertise and continuous training
- Full use of KONE's national and global technical support base
- Excellent problem-solving skills
- Ability to service all makes and models of equipment
- Fast and accurate equipment diagnosis and immediate access to spare parts through KONE Field Mobility
- Trained to maintain and support all OEM equipment including OTIS, Schindler, Thyssen Krupp and more



## Ten million visits annually

KONE Service Technicians perform around ten million visits annually. They dress and present themselves professionally and they are the most frequent point of contact between KONE, you and your building tenants. They communicate with you during site visits and whenever you place a service call. Their performance directly translates into customer satisfaction, trust and loyalty.

## Safety tips for elevator and escalator passengers

### Elevators

- If you notice something unusual in the elevator, such as sounds, smells or malfunctions in the lighting system, call your local KONE Customer Care Center to schedule a site visit.
- In case of a fire or other emergency, use stairs instead of elevators.
- Children should be accompanied at all times and prohibited from playing in or around the elevators.
- Passengers should keep away from the elevator doors during the ride.
- Keep clothes and carry-ons away from the opening.
- Do not try to stop a closing door.
- Push and hold the DOOR OPEN button if the doors need to be held open.
- In the event a passenger gets trapped in an elevator, remember that elevator cars have sufficient ventilation and plenty of fresh air. For immediate assistance, call the KONE Customer Care Center for immediate assistance at 877-276-8691, by using the phone located inside the elevator car operating panel. This phone provides a direct line to the KONE Customer Care Center.

### Escalators

- Discourage incorrect use by passengers, such as riding the up escalator down or vice versa.
- No running or walking; stand still.
- Children should be accompanied at all times and prohibited from playing on or around the escalators.
- Keep away from step edges at all times. Don't lean against the sides.
- Keep a firm grip on the handrail.
- Loose clothing, clogs, flip-flops, soft-soled shoes or scarves are discouraged. Don't ride barefoot or with loose shoelaces.
- Be careful when carrying hanging clothes.
- Children should be accompanied by adults. Guide passengers with strollers to the nearest elevator.
- Passengers using canes, crutches, walkers or wheelchairs should be guided to the nearest elevator.
- Passengers attempting to transport heavy or bulky items on the escalator should be directed instead to a service elevator.
- Step off promptly; Immediately move clear of the escalator exit area.
- Use emergency button in emergency situations only.

## What to do if an elevator stops operating

- Make sure that there are no obstructions at the doors.
- Check that none of the buttons in the elevator car are stuck.
- Have a qualified person check if there is a tripped breaker on the main power supply.
- Do not force open the elevator doors. Do not attempt to leave the elevator.
- In the event a passenger gets trapped in an elevator, remember that elevator cars have sufficient ventilation and plenty of fresh air. Call the KONE Customer Care Center for immediate assistance at 877-276-8691.

## Did you know?

- Problems can often be solved before passengers are even aware of them. The KONE Remote Monitoring System provides a direct connection to your local KONE Customer Care Center in the event of a malfunction.
- KONE Care for Life™ analysis provides a thorough assessment of your elevator or escalator, including its safety, performance, accessibility and aesthetics. This assessment can help identify areas of improvement for your building transportation equipment which will make your equipment more reliable, potentially avoid unpredicted repair costs and reduce energy consumption.

U.S. Operations Center  
One KONE Court  
Moline, Illinois 61265  
1-800-956-KONE (5663)

Canadian Operations Centre  
6696 Financial Drive, Unit 2  
Mississauga, Ontario L5N 7J6  
1-905-858-8383

KONE Mexico, S.A. de C.V.  
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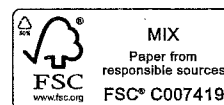
For the latest product information and interactive design tools, visit [www.KONE.us](http://www.KONE.us)

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For more information go to [www.KONE.us](http://www.KONE.us)

**PREVENTIVE HYDRAULIC ELEVATOR MAINTENANCE  
AGREEMENT**

To: Nassau County Judicial Annex  
76347 Veterans Way  
Yulee, FL 32097

Date: 06/27/13

For: Bill Howard  
Facilities Maintenance Supervisor

Coastal Elevator proposes to furnish Coastal Elevator Maintenance Service on the following described five Hydraulic elevator located at NCJA.

STATE SERIAL #73990 thru #73994

**Extent of Coverage**

Under the terms and conditions of this agreement subsequently set forth we will maintain the entire hydraulic elevator equipment as herein described, using skilled elevator personnel directly employed and supervised by us.

We will systematically and regularly examine, adjust, lubricate as required, and if conditions warrant, repair or replace the following:  
Hydraulic Pump Unit  
Elevator Motor  
Controller Parts  
Leveling Unit  
All Automatic and Manual Valves  
Bearings  
Rotating Elements  
Packing Glands  
Lifting Piston  
Contacts  
Resistance for Motor and Operating  
Circuit

We also agree to:  
Maintain proper quantity and quality of hydraulic oil.  
Repair or renew conductor cables when necessary.  
Renew guide shoe gibs or rollers as necessary to insure smooth and quiet operation.  
Lubricate all guide rails properly except when roller guides are used.  
Furnish special lubricants compounded to our specifications.  
Maintain all accessory equipment except such items as are hereinafter excluded.

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**Responsibility for Repairs or Renewals**

We shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment or cab due to any other cause beyond our control except ordinary wear. We shall not be required to make safety test or to install new attachments or devices on the equipment as directed or recommended by insurance companies or by governmental authorities unless listed under special conditions.

---

The following items of equipment are not included in this agreement: refinishing, replacing, or repairing of elevator car enclosures, car door panels, hoistway enclosures, hydraulic cylinder and all underground piping, hoistway door panels, frames and sills.

---

**Special Conditions**

We will perform safety tests as indicated for the equipment covered by this Agreement:

- For hydraulic elevators covered by this agreement, we will perform an annual pressure relief valve test as required by A.S.M. A-17.1 Code or local Code as of the initial start date of this agreement.
- Our testing responsibilities do not include: fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the equipment; monthly local code testing requirements for firefighters' service which remain your responsibility to perform and keep records of such tests.
- These tests will be performed in accordance with local code requirements in effect at the time of this agreement. Since these tests expose the equipment to strains well in excess of those experienced during normal operation, Coastal Elevator will not be responsible for any damage to the equipment of property, or injury or death to persons, resulting from, or arising out of the performance of these tests.

---

**Hours of Work**

All work is to be performed during regular working hours of the regular working day of the elevator trade. Coastal Elevator shall provide 24 hour a day emergency call service.

If overtime maintenance or emergency call service is requested, you are to pay us, at our regular billing rates, for the bonus (overtime) hours only. Regular work days are Monday-Friday excluding holidays between the hours of 7:00 AM thru 4:30 PM.

If you request overtime work, not otherwise included in this agreement you are to pay us at our overtime billing rates.

---

**Liability**

You agree to be solely responsible for, and hereby release Coastal Elevator Service from, all damages, claims, liabilities, actions and causes of action, of whatsoever kind and nature, including reasonable attorney's fees, arising out of the condition, maintenance or operation of the equipment, or the negligence or willful misconduct of Customer or its agents or employees, and to indemnify and hold harmless Coastal from any and all such damages, except to the extent any such damages are caused by negligent acts or omissions of Coastal in performance of its obligations hereunder. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for you or Coastal Elevator Service under Worker's Compensation acts, disability benefit acts or other employee benefit acts. Coastal Elevator Service shall not be held responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether or not the same herein specified, and in any event it shall not be liable for consequential damages. No work, service or liability on the part of Coastal Elevator Service other than that specifically mentioned herein is included or intended.

---

**Insurance Coverage**

Coastal Elevator Service is insured at all locations where it undertakes business operations for the types of insurance and limits of liability as follows:

- A. Workmen's Compensation and Employer's Liability-Equal to or in excess of limits of Workmen's Compensation laws in all states and District of Columbia.
- B. Comprehensive Liability-Up to Two Million Dollars (\$2,000,000) single limit per occurrence including:
  1. Bodily Injury Liability-All sums which the Company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting there from, sustained by any person other than its employees and causes by occurrence.
  2. Property Damage Liability- All sums which the Company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.

Automobile Liability-

3. Bodily Injury Liability- All sums which the Company shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting there from sustained by any person other than its employees, caused by occurrence and arising out of the ownership, maintenance or use of any automobile.
4. Property Damage Liability- All sums which the Company shall be come legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence and arising out of the ownership maintenance or use of any automobile.

The cost of the above, our standard insurance coverage, is included in this quotation or agreement.

---

**Price Adjustment Provision**

The contract Price may be adjusted annually, as of the first day of the anniversary month, and will be increased or decreased on the basis of changes to the local straight time hourly billing rate for mechanics. If there is a delay in determining a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay.

For the purpose of the Agreement and subsequent adjustments, the "straight time hourly labor cost" shall be the actual hourly rate paid to the mechanics, plus union negotiated fringe benefits. Union negotiated fringe benefits include, but are not limited to pensions, vacation, paid holidays, group life insurance, sickness and accident insurance and hospitalization insurance.

---

**Terms**

This agreement will be effective on \_\_\_\_\_ and will continue until terminated as provide herein. Either party may terminate this agreement at the end of the first one year period or at the end of any subsequent one year period by giving the other party ninety (90) days prior written notice.

---

**Price**

In consideration of the Services provided hereunder, you agree to pay us the sum of \$ **710** monthly, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth above. You agree to pay, as an addition to the price herein, the amount of any entirely, the agreement for the service herein described; that all other prior representations or agreements, whether written or verbal, shall be deemed to be merged herein and that no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.

---

It is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service herein described. No other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties

Elevator Maintenance Agreement Acceptance

Coastal Elevator Service Corp.

Nassau County

Name: Lou DeVincentis

Name \_\_\_\_\_

By *Lou DeVincentis*

By \_\_\_\_\_

Title: Service Manager

Title \_\_\_\_\_

Date: 06/27/2013

Date \_\_\_\_\_



Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Department Date: 6-17-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 office, cell 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please provide a quote for a service maintenance contract for the elevators at the Nassau County Judicial Annex located at 76347 Veterans Way, Yulee, FL, 32097. Please see attached scope and review before preparing quote. Site visits to review equipment are available by contacting Bill Howard at the numbers or email listed above to schedule an appointment to view equipment. Please fill out and return with quote this form as well as the attached scope of work.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 7-1-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

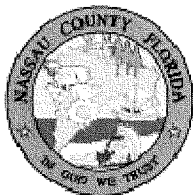
Vendor Name: COASTAL ELEVATOR SERVICE CORP.  
Address: 11290 ST. JOHNS INDUSTRIAL PARKWAY SUITE 1  
Phone: 904-642-2484 Fax: 904-642-1108  
Contact: Lou DeVincentis-Service Manager  
Email: Louis.DeVincentis@coastalelevator.com

Attached is a written quote from our company, which is valid for 180 days.

Lou DeVincentis  
Signature

6/20/13  
Date

Comments: \_\_\_\_\_



## NASSAU COUNTY FACILITIES MAINTENANCE DEPARTMENT

45195 Musselwhite Road - Callahan, FL 32011

**Mailing Address:**

76347 Veterans Way, Suite 4000 - Yulee, FL 32097

Email: [bknott@nassaucountyfl.com](mailto:bknott@nassaucountyfl.com)

Telephone: (904) 548-4688

Alternate: (904) 879-3751

Fax: (904) 548-4687

Date: 6-17-13

To: All Interested Parties

From: Bill Howard - Facilities Maintenance Supervisor

Re: Quote for Elevator Service Contract for Nassau County Judicial Annex

The following is the list of the equipment for the elevators at the Nassau County Judicial Annex at 76347 Veterans Way, Yulee, FL, 32097 for which we are requesting a service/maintenance contract quotation to meet the criteria set forth herein. There are 5 elevators on site of which 4 have 3 landings and 1 has 2 landings. The elevators are as follows.

Elevator # 1 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings it has a State serial # 73990 and a unit serial # EP6469 and it is rated for 3500 pounds.

Elevator # 2 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings and it has a State serial# 73991 and a unit serial # EP6470 and it is rated for 3500 pounds.

Elevator # 3 is a passenger type elevator used for transporting inmates to the State Attorney's office on the 2<sup>nd</sup> floor and the east courtroom on the 3<sup>rd</sup> floor. It also has a TAC -20 controller and is hydraulic with 3 landings. It has a State Serial # 73992 and a unit serial # EP6471 and is rated for 5000 pounds.

Elevator # 4 is a passenger type elevator used for private transport of individuals from the secure parking garage to the 2<sup>nd</sup> and 3<sup>rd</sup> floor landings. It has a TAC-20 controller and is hydraulic with 3 landings. It has a State Serial # 73993 and a unit serial # EP6472 and is rated for 2500 pounds.

Elevator # 5 is a passenger type elevator used to transport inmates from the 1<sup>st</sup> floor secure area to the 3<sup>rd</sup> floor secure area by the west courtroom. It has 2 landings is hydraulic and has a TAC-20 controller. It has a State Serial # 73994 and a unit serial # EP6473 and is rated for 5000 pounds.

### **The Preventative Maintenance Program**

Vendor will service elevator equipment described in this agreement on a regularly scheduled basis but not less than once per month. The visits shall be performed during normal business hours which are defined as Monday through Friday from 8:00am to 4:30pm except scheduled holidays. All work performed before or after normal business hours and on days other than normal business shall be considered after hours.

Vendor shall perform the following services as part of the preventative maintenance program.

- Examine the elevator equipment for optimum operation. The examination shall cover lubrication and adjustment of the following components of the system as they apply.
  1. Control and landing positioning systems
  2. Signal fixtures
  3. Machines, drives, motors, governors, sheaves, and ropes.
  4. Power units, pumps, valves, and jacks.
  5. Car and hoist way door operating devices and door protection system.
  6. Loadweighers, car frames and platforms, and counterweights.
  7. Safety mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance tasks and Record Logs for each controller.

### **Full Coverage Parts Repair and Replacement**

Vendor 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. Vendor shall maintain a comprehensive parts inventory to support field operations. All replacement parts used in our equipment shall be new or refurbished to meet the quality standards of Original Equipment Manufacturer. Parts shall be available within 24 hours, seven days a week. Vendor shall re-lamp all signals as required during regularly scheduled visits.

### **Quality Assurance**

Vendor shall provide evidence that they have the diagnostic equipment and tools and training to troubleshoot the equipment and make repairs and program upgrades as may be required to maintain a smooth, safe operation of the equipment.

### **Service Requests**

Vendor shall 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, customer 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 that is fulfilled before or after normal business working days and hours. Such costs shall be billed at the normal overtime billing rate.

### **Product Information**

Vendor shall provide updated wiring diagrams and part changes reflecting any changes made by vendor to existing configuration. Vendor shall make an archival back up of software and programming embodied within each controller. Copies shall remain on site for use and reference as needed.

### **Safety**

Customer agrees to instruct and 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. Customer agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Customer agrees to shut down equipment immediately upon manifestation of any irregularities in either the operation or appearance of the equipment, to notify the vendor at once, and to keep the equipment shut down until the completion of any repairs. Customer agrees to maintain a clean, dry, and temperature controlled environment with a room temperature between 50 degrees and 90 degrees. Vendor shall keep pits and equipment rooms free from fluids and debris and shall remove any fluid or debris found in these areas during examination or service visit. In the event that the Vendor reveals an operational problem which in their professional judgment, jeopardizes the safety of the riding public they are authorized to shut the equipment down and shall notify in writing the Facilities Maintenance Department of such action and the reason for such action and what measures are to be taken to resolve the issue and if the issue is covered by this agreement.

### **Items not covered**

Vendor shall not be required to 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, breakers, 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 elevator vendor, batteries for emergency lighting and lowering, air conditioners, heaters, and ventilation fans.

### **Term of Contract**

Contract shall commence on October 1, 2013 and will run till September 30, 2014. There may be up to 2 years of renewals after the 1<sup>st</sup> one year period if all parties are in agreement and action is approved by the Nassau County Board of County Commissioners. Contract may be cancelled by written notice 90 days in advance.

### **Insurance**

Vendor shall provide upon award of contract to the Nassau County Board of County Commissioners a copy of certificates of insurance coverage for general liability and workers compensation coverage with the Nassau County Board of County Commissioners named as the certificate holder and vendor will be required to maintain coverage for period of contract term. Amounts of coverage shall be discussed with Contract Management during the review of the contract terms and conditions submitted with bid by vendor.

### **Terms and Conditions**

At no time shall any terms and conditions conflict with terms and conditions as set forth in preceding scope or with conditions set forth by the Nassau County Contract Management office in the review of the contract.

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Department Date: 6-17-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard  
Contact email: bhoward@nassaucountyfl.com  
Department Phone: 904-548-4969 office, cell 904-753-0373  
Department Fax: 904-548-4509

5  
\$875 per month  
on  
1 year  
w/ 2 possible  
renewals

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please provide a quote for a service maintenance contract for the elevators at the Nassau County Judicial Annex located at 76347 Veterans Way, Yulee, FL, 32097. Please see attached scope and review before preparing quote. Site visits to review equipment are available by contacting Bill Howard at the numbers or email listed above to schedule an appointment to view equipment. Please fill out and return with quote this form as well as the attached scope of work.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes X No       

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 7-1-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Scott Stevens  
Address: 6631 Executive Park Court North Suite #206  
Jacksonville, Florida. 32216  
Phone: 904-296-6847 Fax: 904-296-9483  
Contact: Scott Stevens  
Email: scott.stevens@otis.com

Attached is a written quote from our company, which is valid for 120 days.

Scott Stevens  
Signature

6/26/13  
Date

Comments: We are submitting our pricing on our contract paper, but will honor all the terms and conditions of the scope of work on your paper. We have also submitted alternate pricing for the acceptance of the 3 year agreement and agreed to include/cover phone monitoring and batteries at no additional charge.

# OTIS

DATE: June 26, 2013

TO:  
Nassau Count Judicial Annex  
76347 Veterans Way  
Yulee, Fl. 32097

FROM:  
Otis Elevator Company  
6631 Executive Park Court N.  
Suite #206  
Jacksonville, Fl. 32216

**BUILDING LOCATION:**  
Nassau County Judicial Annex  
76347 Veterans Way  
Yulee, Fl. 32097

**REFERENCE NUMBER: AAY570**

Thank you for allowing us the opportunity to do business with your company. Enclosed is 1 signed copy of our Agreement with you dated 06/26/2013. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law.

## **PAYMENT TERMS**

---

Payments shall be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

## **PERFORMANCE DELAYS**

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Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond its control as well as the timely furnishing of all necessary approvals.

## **WARRANTY**

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Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

OTIS ACKNOWLEDGEMENT LETTER

**INDEMNITY**

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Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

**INSURANCE**

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We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise, waive subrogation and/or add others as additional insured. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

**SOFTWARE**

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Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

**TERMINATION**

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Otis does not agree to termination for convenience purposes.

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

**OCCUPATIONAL HEALTH & SAFETY**

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We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

**SAFE ACCESS**

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Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

**WORK EXCLUDED**

---

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to

the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

**RESTRICTED PARTIES LAWS**

In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.

**SCOPE OF WORK CLARIFICATIONS**

Otis will honor all the terms and conditions of the scope of work agreement, as offered by Nassau County. Their scope will be initialed and become part of this document as a legal binding agreement.

Otis will offer monthly maintenance for all (5) elevators at the Judicial Annex for a total monthly sum of \$625.00, with an annual cap for the increase in the material and labor index of 3%. This will be for a 3 year agreement, with no rollover term.

In addition Otis will provide 24/7 phone line monitoring at no additional charge.

Otis will also include the replacement of any needed batteries at no additional charge.

**OTIS ELEVATOR COMPANY**

Date: 6-26-2013

Signed: *MM*

Print Name: ROBERT GERDT

Title: BRANCH MANAGER

E-mail: robertgerdt@otis.com



# OTIS

**DATE:** June 26, 2013

**TO:**  
Nassau Count Judicial Annex  
76347 Veterans Way  
Yulee, Fl. 32097

**FROM:**  
**Otis Elevator Company**  
6631 Executive Park Court N.  
Suite #206  
Jacksonville, Fl. 32216

**BUILDING LOCATION:**  
Nassau County Judicial Annex  
76347 Veterans Way  
Yulee, Fl. 32097

**REFERENCE NUMBER: AAY570**

Thank you for allowing us the opportunity to do business with your company. Enclosed is 1 signed copy of our Agreement with you dated 06/26/2013. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law.

## **PAYMENT TERMS**

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Payments shall be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

## **PERFORMANCE DELAYS**

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Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond its control as well as the timely furnishing of all necessary approvals.

## **WARRANTY**

---

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

OTIS ACKNOWLEDGEMENT LETTER

**INDEMNITY**

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

**INSURANCE**

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise, waive subrogation and/or add others as additional insured. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

**SOFTWARE**

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

**TERMINATION**

Otis does not agree to termination for convenience purposes.

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

**OCCUPATIONAL HEALTH & SAFETY**

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

**SAFE ACCESS**

Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

**WORK EXCLUDED**

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to

the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

**RESTRICTED PARTIES LAWS**

In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.

**SCOPE OF WORK CLARIFICATIONS**

Otis will honor all the terms and conditions of the scope of work agreement, as offered by Nassau County. Their scope will be initialed and become part of this document as a legal binding agreement.

Otis will offer monthly maintenance for all (5) elevators at the Judicial Annex for a total monthly sum of \$875.00, with an annual cap for the increase in the material and labor index of 7%. This will be for a 1 year agreement, with 2 optional 1 year extensions.

OTIS ELEVATOR COMPANY

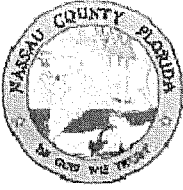
Date: 6-26-2013

Signed: MM

Print Name: ROBERT GERDT

Title: BRANCH MANAGER

E-mail: robert.gerd@otis.com



NASSAU COUNTY  
FACILITIES MAINTENANCE DEPARTMENT

45195 Musselwhite Road - Callahan, FL 32011

Mailing Address:  
76347 Veterans Way, Suite 4000 - Yulee, FL 32097  
Email: [bknott@nassaucountyfl.com](mailto:bknott@nassaucountyfl.com)

Telephone: (904) 548-4688  
Alternate: (904) 879-3751  
Fax: (904) 548-4687

Date: 6-17-13

To: All Interested Parties

From: Bill Howard - Facilities Maintenance Supervisor

Re: Quote for Elevator Service Contract for Nassau County Judicial Annex

The following is the list of the equipment for the elevators at the Nassau County Judicial Annex at 76347 Veterans Way, Yulee, FL, 32097 for which we are requesting a service/maintenance contract quotation to meet the criteria set forth herein. There are 5 elevators on site of which 4 have 3 landings and 1 has 2 landings. The elevators are as follows.

Elevator # 1 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings it has a State serial # 73990 and a unit serial # EP6469 and it is rated for 3500 pounds.

Elevator # 2 is a passenger elevator in the main atrium the controller is a TAC-20 it is a hydraulic with 3 landings and it has a State serial# 73991 and a unit serial # EP6470 and it is rated for 3500 pounds.

Elevator # 3 is a passenger type elevator used for transporting inmates to the State Attorney's office on the 2<sup>nd</sup> floor and the east courtroom on the 3<sup>rd</sup> floor. It also has a TAC -20 controller and is hydraulic with 3 landings. It has a State Serial # 73992 and a unit serial # EP6471 and is rated for 5000 pounds.

Elevator # 4 is a passenger type elevator used for private transport of individuals from the secure parking garage to the 2<sup>nd</sup> and 3<sup>rd</sup> floor landings. It has a TAC-20 controller and is hydraulic with 3 landings. It has a State Serial # 73993 and a unit serial # EP6472 and is rated for 2500 pounds.

Elevator # 5 is a passenger type elevator used to transport inmates from the 1<sup>st</sup> floor secure area to the 3<sup>rd</sup> floor secure area by the west courtroom. It has 2 landings is hydraulic and has a TAC-20 controller. It has a State Serial # 73994 and a unit serial # EP6473 and is rated for 5000 pounds.

**The Preventative Maintenance Program**

Vendor will service elevator equipment described in this agreement on a regularly scheduled basis but not less than once per month. The visits shall be performed during normal business hours which are defined as Monday through Friday from 8:00am to 4:30pm except scheduled holidays. All work performed before or after normal business hours and on days other than normal business shall be considered after hours.

Vendor shall perform the following services as part of the preventative maintenance program.

- Examine the elevator equipment for optimum operation. The examination shall cover lubrication and adjustment of the following components of the system as they apply.
  1. Control and landing positioning systems
  2. Signal fixtures
  3. Machines, drives, motors, governors, sheaves, and ropes.
  4. Power units, pumps, valves, and jacks.
  5. Car and hoist way door operating devices and door protection system.
  6. Loadweighers, car frames and platforms, and counterweights.
  7. Safety mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance tasks and Record Logs for each controller.

### **Full Coverage Parts Repair and Replacement**

Vendor 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. Vendor shall maintain a comprehensive parts inventory to support field operations. All replacement parts used in our equipment shall be new or refurbished to meet the quality standards of Original Equipment Manufacturer. Parts shall be available within 24 hours, seven days a week. Vendor shall re-lamp all signals as required during regularly scheduled visits.

### **Quality Assurance**

Vendor shall provide evidence that they have the diagnostic equipment and tools and training to troubleshoot the equipment and make repairs and program upgrades as may be required to maintain a smooth, safe operation of the equipment.

### **Service Requests**

Vendor shall 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, customer 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 that is fulfilled before or after normal business working days and hours. Such costs shall be billed at the normal overtime billing rate.

### **Product Information**

Vendor shall provide updated wiring diagrams and part changes reflecting any changes made by vendor to existing configuration. Vendor shall make an archival back up of software and programming embodied within each controller. Copies shall remain on site for use and reference as needed.

### **Safety**

Customer agrees to instruct and 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. Customer agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Customer agrees to shut down equipment immediately upon manifestation of any irregularities in either the operation or appearance of the equipment, to notify the vendor at once, and to keep the equipment shut down until the completion of any repairs. Customer agrees to maintain a clean, dry, and temperature controlled environment with a room temperature between 50 degrees and 90 degrees. Vendor shall keep pits and equipment rooms free from fluids and debris and shall remove any fluid or debris found in these areas during examination or service visit. In the event that the Vendor reveals an operational problem which in their professional judgment, jeopardizes the safety of the riding public they are authorized to shut the equipment down and shall notify in writing the Facilities Maintenance Department of such action and the reason for such action and what measures are to be taken to resolve the issue and if the issue is covered by this agreement.

#### **Items not covered**

Vendor shall not be required to 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, breakers, 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 elevator vendor, batteries for emergency lighting and lowering, air conditioners, heaters, and ventilation fans.

#### **Term of Contract**

Contract shall commence on October 1, 2013 and will run till September 30, 2014. There may be up to 2 years of renewals after the 1<sup>st</sup> one year period if all parties are in agreement and action is approved by the Nassau County Board of County Commissioners. Contract may be cancelled by written notice 90 days in advance.

#### **Insurance**

Vendor shall provide upon award of contract to the Nassau County Board of County Commissioners a copy of certificates of insurance coverage for general liability and workers compensation coverage with the Nassau County Board of County Commissioners named as the certificate holder and vendor will be required to maintain coverage for period of contract term. Amounts of coverage shall be discussed with Contract Management during the review of the contract terms and conditions submitted with bid by vendor.

#### **Terms and Conditions**

At no time shall any terms and conditions conflict with terms and conditions as set forth in preceding scope or with conditions set forth by the Nassau County Contract Management office in the review of the contract.

THE UNDERSIGNED HAS BEEN GRANTED  
SPECIFIC AUTHORITY ONLY TO SIGN THIS  
CONTRACT SUBJECT TO THE OTIS  
ACKNOWLEDGEMENT # AA4570 (6-26-2013)  
ATTACHED HERETO AND MADE PART HEREOF

*MW* ROBERT GERDT