

CONTRACT FOR ANNUAL MAINTENANCE AND INSPECTION SERVICES FOR  
GENERAL GOVERNMENT ELEVATORS

THIS CONTRACT is entered into this 13<sup>th</sup> day of December A.D. 2012, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and THYSSEN KRUPP ELEVATOR CORPORATION ("CONTRACTOR").

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents ("Bid Documents"), attached and made a part of this contract:

- ⇒ National Joint Powers Alliance (NJPA) RFP # 102111 dated September 14, 2011
- ⇒ Proposal of Thyssen Krupp for City of Gainesville General Government Elevator Maintenance and Inspections
- ⇒ City of Gainesville-General Government Technical Specifications for Elevator Maintenance and Inspection Services

2. The CITY shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice within 30 days of receipt in accordance with the Invitation to Bid. The annual budget for this contract shall not exceed Twenty Two Thousand and Three Hundred Eighty Dollars and no cents (\$22,380.00).

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Bid Documents.

4. The contract period for work under this agreement shall commence on January 1, 2013 and shall end on September 30, 2015.

5. This Contract, together with the attached bid documents, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)



THYSSEN KRUPP ELEVATOR CORPORATION

ATTEST OR WITNESS:

[Signature]  
Title: Manager

[Signature]  
Title: Branch Manager

ATTEST OR WITNESS:

CITY OF GAINESVILLE, FLORIDA

[Signature]  
Title: Administrative Asst.

[Signature]  
Title: city manager

APPROVED AS TO FORM AND LEGALITY

[Signature]  
City Attorney

**Addendum A.**

This addendum shall be made a part of this agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern.

**Locations & Units Covered:**

- 1 - City Hall Three (3) 2500lb Traction Elevators Serial #'s 4642, 4643, 4644 \$750.00
- 2 - Hippodrome Theatre One (1) Traction Elevators Serial #4783 & One (1) Wheelchair Lift Serial #96535 \$290.00
- 3 - Gainesville Technology Building One (1) Hydraulic Elevator Serial #60590 \$100.00
- 4 - Thelma Bolton Center Two (2) Wheelchair Lifts Serial #'s 73784, 73786 \$125.00
- 5 - Thomas Center Two (2) Hydraulic Elevators Serial #'s 25165, 3860 \$200.00
- 6 - Old Gainesville Library One (1) Hydraulic Elevator Serial #4647 \$100.00
- 7 - Southwest Parking Garage Two (2) Hydraulic Elevators Serial #'s 86140, 86141 \$200.00
- 8 - 39<sup>th</sup> Avenue Administration Building One (1) Hydraulic Elevator \$100.00

**Accepted:**

Addendum to contract dated:

**THYSSENKRUPP ELEVATOR CORPORATION**

**GENERAL GOVERNMENT**

**ThyssenKrupp Elevator Approval:**

By: \_\_\_\_\_  
(Signature of ThyssenKrupp Elevator Representative)

By: \_\_\_\_\_  
(Signature of Authorized Individual)

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

E. Harper Smith

\_\_\_\_\_  
(Printed or Typed Name)

Title: Branch Manager

352-376-2241

Title: \_\_\_\_\_

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

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

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

THYSSENKRUPP ELEVATOR CORPORATION PRICING FOR CITY OF GAINESVILLE IN ACCORDANCE WITH NJPA CONTRACT WITH THYSSEN KRUPP ELEVATOR CONTRACT # 102111-TKE

Locations & Units Covered:	MONTHLY CHARGE	
1 - City Hall Three (3) 2500lb Traction Elevators Serial #'s 4642, 4643, 4644 \$750.00	\$	750.00
2 - Hippodrome Theatre One (1) Traction Elevators Serial #4783 & One (1) Wheelchair Lift Serial #96535 \$290.00	\$	290.00
3 - Gainesville Technology Building One (1) Hydraulic Elevator Serial #60590 \$100.00	\$	100.00
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8 - 39 <sup>th</sup> Avenue Administration Building One (1) Hydraulic Elevator \$100.00	\$	100.00
	\$	1,865.00
ANNUAL TOTAL COST	\$	22,380.00

**TECHNICAL SPECIFICATIONS**  
***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

**1.0 SCOPE.**

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify the RFP, General Conditions and Special Provisions, and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

**2.0 GENERAL DESCRIPTION OF WORK.**

2.1 The City of Gainesville requires a contract with a qualified, licensed, and registered elevator company for elevator maintenance as defined by these specifications. This contract is designed to be a full maintenance contract for City elevators and related equipment in accordance with these specifications. The Contractor is responsible for furnishing all labor, tools, parts, and equipment necessary to perform maintenance, repairs and replacement for all equipment listed below as needed, except for specific exclusions as mutually agreed upon between the City and the Contractor.

2.2 The Contractor shall be responsible for all hydraulic elevator systems including the hydraulic power units, pumps, cylinder valves, controllers, lines, and all related components.

2.3 The Contractor shall be responsible for all maintenance and repairs of the elevator's electrical systems beyond the City-supplied disconnect. This electrical responsibility includes motors, contacts, relays, fuses, photo eyes, limit switches, and all related electrical components.

2.4 The Contractor shall be responsible for the elevator mechanical traction systems. This includes maintenance and repair of the pulleys, cables, counter weights, sheaves, safety governors, guide rails, guide shoes, brakes, interlocks and all other related mechanical traction equipment.

2.5 When required maintenance contract repairs are the responsibility of the Contractor, the Contractor shall be responsible for all costs for labor, materials, expenses, and supplies, which occur as a result of the repair.

2.6 The Contractor is also responsible for coordinating annual inspections with an independent inspection subcontractor for covered equipment as required by most current State of Florida regulations governing these inspections and testing. The cost of the inspection shall be included in the cost of maintaining equipment. The Contractor shall report the inspections to the State and is responsible for paying for any fines imposed upon the City as a result of not submitting the reports to the State on time.

**3.0 EQUIPMENT DESCRIPTION AND LOCATION.**

3.1 The following equipment shall be maintained under this contract. The City reserves the right to add, delete or temporary suspend service to the equipment maintained under this contract, as required.

**TECHNICAL SPECIFICATIONS**  
***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

GENERAL GOVERNMENT BUILDINGS

CITY HALL [200 E. University Avenue]

- Otis Duplex Collective Passenger Elevator, 2500 lbs., 5 landings, Serial #4642
- Otis Duplex Collective Passenger Elevator, 2500 lbs., 5 landings, Serial #4643
- Otis Collective Passenger Elevator, 2500 lbs., 5 landings, Serial #4644

HIPPODROME THEATRE [25 SE 2<sup>nd</sup> Place]

- 96535 Wheelchair Lift

HIPPODROME THEATRE [25 SE 2<sup>nd</sup> Place]

- 4783 Traction Passenger

GAINESVILLE TECHNOLOGY BUILDING (G-TECH) [2153 S.E. Hawthorne Road]

- Mowrey Hydraulic Elevator, 3000 lbs. capacity, 2 landings, Serial #60590

THELMA BOLTON CENTER [516 NE 2<sup>ND</sup> Avenue]

- (2 units) Concord Chairlifts, 1 landing, 750 lbs. capacity, Serial #73784 and 73786

THOMAS CENTER – BUILDING A [302 N.E. 6<sup>th</sup> Avenue]

- Miami Elevator, Plunger Type Elevator, 2400 lbs. capacity, 3 landings, Serial #25165

THOMAS CENTER – BUILDING B [302 N.E. 6<sup>TH</sup> Avenue]

- Otis Plunger Passenger Elevator, 2500 lbs. capacity, 3 landings, Serial #3860

OLD GAINESVILLE LIBRARY [222 E. University Avenue]

- Otis Plunger Passenger Elevator, 3000 lbs. capacity, 3 landings, Serial #4647

SW PARKING GARAGE [105 SW 3<sup>RD</sup> Street]

- ITI Hydraulic Elevator (North), 2500 lbs. capacity, 5 landings, Serial #86140
- ITI Hydraulic Elevator (South), 2500 lbs. capacity, 5 landings, Serial #86141

PUBLIC WORKS ADMIN BUILDING [ 405 NE 39<sup>TH</sup> Avenue]

- (1) Hydraulic Elevator

**4.0 CONTRACTOR REQUIREMENTS.**

- 4.1 Contractor shall be responsible for equipment examination, maintenance and repair following procedures recognized by the elevator service industry, the equipment manufacturer's recommendations for service and repairs for performing the work as outlined in these specifications.
- 4.2 The Contractor shall be required to have and maintain a supply of spare parts sufficient for normal maintenance and repair of the equipment. When replacement parts are needed to complete repairs to the equipment, the parts must be equal to or better than genuine manufacturer's parts, unless agreed to in writing by the facility representative. Parts must be ordered for prompt delivery to facilitate the repairs.
- 4.3 When examination of the equipment reveals that corrective action is required which is believed to be the responsibility of the City, the Contractor shall provide a signed report explaining the circumstances

## TECHNICAL SPECIFICATIONS

### ***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

to the facility's representative for further action. No repairs shall be made until authorization has been obtained by the City.

- 4.4 The Contractor is required to maintain the painted surfaces of the elevator equipment at intervals frequent enough to prevent rusting and preserve the equipment. All paint shall be suitable for the purpose intended, lead free, and be of a high quality. Application of the paint shall, in all circumstances, comply with applicable Codes.
- 4.5 The Contractor is responsible for any travel time and related expenses for all of its employees to and from the work sites, including emergency repairs.
- 4.6 The Contractor shall equip its employees with materials and equipment necessary to conduct repairs and maintenance. The City will not be responsible for additional charges attributed to locating materials and equipment.
- 4.7 The Contractor shall replace all items covered under the contract during the course of scheduled maintenance, when in the opinion of the City such replacement will prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator or which otherwise will extend the useful life of the elevator.
- 4.8 Elevators shall not be made to be proprietary in any way. All elevators will remain an open system.
- 4.9 To ensure the equipment is in good operating condition at all times, the Contractor shall provide for adequate monthly labor hours to properly maintain the equipment.
- 4.10 The Contractor shall maintain competent and qualified technicians on its staff available to respond to service requests at all times.

#### **5.0 CONTRACTOR MINIMUM QUALIFICATIONS.**

- 5.1 The Contractor shall be registered with the State of Florida and have a minimum of three (3) years experience in commercial and/or industrial elevator maintenance and repair work.
- 5.2 The Contractor's personnel must possess a current "Certification of Competency" issued by the State of Florida and be experienced in the field of elevator service with a minimum of five (5) years prior experience on comparable or more complex elevator equipment. The Contractor shall assign only competent, qualified technicians who are capable of servicing and repairing all of the City's equipment. The Contractor is required to provide the names of technicians that will perform service at City facilities, updating the list as changes occur. For safety and security reasons, unauthorized personnel will not be permitted access to work sites. Contractor's employees shall wear company photo identification cards while on City property.

#### **6.0 CONTRACTOR'S TECHNICIANS RESPONSIBILITIES.**

- 6.1 The Technician shall examine the equipment on regular basis as established between the Contractor and the City. Upon arrival to the facility where work will be performed, the Technician shall contact the facility representative or a designee to inform them of their presence at the site. Upon completion of the work, the Technician shall obtain the signature of the representative or designee on the work order, providing a copy to the representative. The work order shall indicate the date of service, a description of the services performed (including repairs), and the Technician's name.

**TECHNICAL SPECIFICATIONS**  
***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

- 6.2 The Technician shall keep a copy of the maintenance schedule for the equipment at each covered facility, which outlines the annual, semi-annual, quarterly, and monthly service schedules.
- 6.3 The Technician shall clean all of the equipment as well as car and hoist-way doorsills and grooves, elevator equipment rooms, pits and hoist-ways. Equipment cleaning shall occur at regular intervals sufficient in frequency to preserve the life of the equipment.
- 6.4 The Technician shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- 6.5 The Technician shall adjust the equipment when its operation varies from its normal or originally designed performance standards as a result of normal wear and use.
- 6.6 If the Technician discovers that repairs to the equipment are needed that can be performed during the scheduled maintenance, the Technician shall perform repairs if feasible. Repairs that may require additional time or parts may be scheduled for a follow up visit.
- 6.7 If services or repairs will suspend service to the elevator for more than thirty (30) minutes, an "Out of Order" notice shall be posted on the equipment. Facility representatives may assist with providing a posting notice for such circumstances.
- 7.0 **BUSINESS HOURS.**
- 7.1 Work shall be performed during standard business operating hours which, for this contract, are defined as Monday through Thursday, from 8:00 a.m. to 5:00 p.m., excluding City holidays.
- 7.0 **MAINTENANCE WORK SCHEDULE.**
- 7.1 At the beginning of the Contract, the Contractor shall establish a work maintenance schedule for the work to be performed for all covered equipment. The schedule shall list the location of the equipment along with a description, serial number, and examination frequency of the anticipated service for equipment. The schedule shall be provided to the facility representatives for review and approval. Changes to the approved schedule must be communicated to the facility representatives in advance of the change.
- 7.2 All work performed under this contract, including call back services, shall be performed during regular business hours unless after hours work is authorized by the facility representative or an authorized representative prior to performing the work.
- 7.3 If repair work that commenced during regular business hours needs to continue into after business hours, the Contractor's technician shall obtain approval from the facility representative prior to continuing work. If approved to continue the work past business hours, the after business hours rates shall apply.



## TECHNICAL SPECIFICATIONS

### ***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

7.4 If emergency repairs are required at a City facility during such time when the Technician is performing routine maintenance at another City facility, the Technician shall respond to the emergency and reschedule the routine maintenance for a later time.

#### **8.0 NON-SCHEDULED AND EMERGENCY REPAIRS AND SERVICES.**

8.1 When equipment repairs are required, the Contractor shall provide repair service to the equipment as requested by the facility representative. This contract includes unlimited service requests for required services and work shall be performed during regular business hours unless prior authorization has been obtained by the facility representative. If work is authorized to be performed after business hours, the applicable hours rates shall apply. Travel time and expenses shall be included in the after business hour rate(s) and shall not be billed to the City.

8.2 If the repair is emergency related, the Contractor's Technician shall be on-site within two (2) hours from notification by the City. Emergency situations shall be determined by the facility representative and include such reasons as people trapped in elevators, if two or more cars in any group are out of service at the same time, or other emergency situations as determined by the facility representative.

8.3 Non-emergency service requests received before 12:00 p.m. on business days shall be performed the same business day during regular business hours. Non-emergency service requests received after 12:00 p.m. on business days may be scheduled for the following business day, but no later than 10:00 a.m.

8.4 The Contractor shall maintain a twenty-four (24) hours answering and dispatch service for the purpose of dispatching a technician for emergency repairs. After the Contractor's answering service has received a request for emergency service, the City's authorized representative shall be notified as to when a technician will be at the repair site. If multiple emergency repair requests are received concurrently, the technician shall contact the facility representative to determine the priority level of the emergency repairs.

8.5 If significant equipment problems are discovered during emergency repairs which may require extensive repairs or down time, the Contractor's technician shall consult with the facility representative prior to commencement of the additional work.

8.6 If the Technician discovers an emergency situation as a result of the examination, the facility representative shall be notified immediately. A written notice shall be provided to the facility representative as a follow to the verbal communication. The Technician shall notify the City representative immediately if a hydraulic oil leak occurs which could result in soil contamination.

8.7 If after hours emergency repairs are performed at the request of a City representative other than the designated facility representative, the Contractor shall contact the designated facility representative to report the emergency repair work performed the next business day following the repair.

#### **9.0 COMPONENT REPLACEMENT.**

9.1 If the Contractor recommends replacement or repair of equipment which is deemed unserviceable, a written recommendation shall be provided to the facility representative, including the age of the unit or the components, results of diagnostic testing and availability of repair parts. If the City representative determines that the unit shall be replaced or repaired, the City will budget for the work in the City's next available budget year and the equipment will continue to be serviced under this contract until

## TECHNICAL SPECIFICATIONS

### ***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

such time when it is replaced or repaired, provided the work occurs within one year of the acceptance of the recommendation.

If the City determines that the equipment will not be replaced or repaired within the next available budget year, the City will bear the cost of non-routine repairs for the equipment. The Contractor will continue to be responsible for routine maintenance costs.

- 9.2 The City will consider the Contractor's request to negotiate the component costs for parts that are determined to be above what is reasonable given the scope of work for this contract. Any requests shall be preapproved by the facility representative prior to commencement.
- 9.3 The City reserves the right to solicit bids from qualified Contractors for replacement or repair work if the City believes it to be in its best interest to do so. If the equipment is covered under warranty provisions due to the nature of the work, maintenance service for the equipment may be temporarily suspended under this contract until such time when the warranty service is longer in effect.
- 9.4 If budgetary constraints should occur, the City reserves the right to negotiate a decrease to the work scope.

#### **10.0 CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH LAWS.**

- 10.1 In the performance of this contract, the Contractor agrees to abide by all applicable laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed, including, but not limited to, annual no load slow speed test of car safeties, governors, and buffers and every fifth year, full load rated speed tests of safeties and buffers on traction type elevators, and annual pressure test on hydraulic type elevators as required by the applicable ASME Codes.
- 10.2 Contractor will not be required under this agreement to install new attachments to the equipment, as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

#### **11.0 OWNER'S RESPONSIBILITIES.**

- 11.1 The City's facility representatives will be responsible for communicating any equipment or other contract-related problems or concerns to the Contractor. The City is responsible for conveying any changes to the work schedule or equipment serviced under this contract to the Contractor.
- 11.2 The City will provide security access to the Contractor's authorized technician for entrance into facilities where work will be performed.
- 11.3 The City reserves the right to keep and store used equipment or parts if they may be used at a later date for another purpose.
- 11.4 The City is responsible for refinishing elevator car enclosures, car doors, hoistway enclosures, hoistway doors, mirrors, frames, sills, car flooring and coverings.
- 11.5 The City is responsible for maintenance and repair of fire and smoke sensors and related control equipment not specifically a part of the elevator equipment.

**TECHNICAL SPECIFICATIONS**  
***ELEVATOR MAINTENANCE AND INSPECTION SERVICES***

11.6 The City is responsible for maintaining elevator mirrors, carpet, tile flooring and coverings.

**12.0 PROJECT MEETINGS.**

12.1 A pre-commencement meeting will be held between the Contractor and the City representatives prior to the start of the contract for the purpose of reviewing the contract requirements and discussing administration and coordination activities. Follow up meetings with the Contractor and/or its staff and City representatives will be held throughout the term of the contract at a minimum of twice per year to discuss the administration of the contract and to review any issues or concerns that may develop.

**13.0 WARRANTY.**

13.1 Contractor shall guarantee all work performed during the contract period of a minimum of one year after acceptance of work by the City and deficiencies shall be corrected by the Contractor without further cost of the City. Should the City determine that any work has been performed improperly or not performed at all; the Contractor shall, upon receipt of written notification by the City, correct said difficulty as soon as feasible based on parts availability. Failure to correct will be construed as default of the contract and the City may secure others to perform the services. The Contractor shall be responsible for the cost thereof. Additionally, the City may deduct the cost of these services from any remaining contractual amount due under the contract.

13.2 The City reserves the right to engage an independent party to perform an inspection to determine responsibility of repairs or other matters.

**14.0 SAFETY.**

14.1 The Contractor shall perform periodic safety tests and inspections of the elevator components, including monthly testing of emergency fire service, telephone communications, and alarm bell using Contractor's technicians. The periodic tests shall be conducted at the frequency stated in the applicable ASME Codes following its procedures. Certified copies of the completed test forms shall be submitted to the facility's representative for review.

14.2 The Contractor is responsible for proper removal and disposal of all spent equipment, fluids and other associated materials according to federal, state, county and city guidelines.

14.3 Where applicable, Contractor shall provide Material Safety Data Sheets (MSDS) for materials at the appropriate City facility.

**FIRST AMENDMENT TO THE CONTRACT FOR ANNUAL MAINTENANCE AND INSPECTION SERVICES FOR GENERAL GOVERNMENT ELEVATORS**

THIS AMENDMENT is entered into this 06 day of MAY, 2014 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and **THYSSEN KRUPP ELEVATOR CORPORATION**, ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for **Annual Maintenance and Inspection Services for General Government Elevators**, dated December 13, 2012, and:

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement;

NOW, THEREFORE, the parties agree as follows:

1. The following facilities' elevators are hereby added to the contract:
  - a. Gainesville Police Department Elevators # 100536  
Location 545 NW 6<sup>th</sup> Avenue
  - b. Gainesville Police Department Elevators # 100537  
Location 545 NW 6<sup>th</sup> Avenue
2. The Annual Budget shall not exceed Twenty Four Thousand Two Hundred Seventy Dollars and No Cents (\$ 24,270.00).
3. Except as modified by this First Amendment, all terms and conditions of the original contract effective December 13, 2012, shall remain in full force and effect.
4. This First Amendment, when executed, together with the original contract effective December 13, 2012, constitutes the entire contract between the parties.
5. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract Documents.
6. Public Records

Florida has a very broad public records law. By entering into this Contract with the CITY, the CONTRACTOR acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, the CONTRACTOR shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract between the CITY and the CONTRACTOR. The City may pursue all remedies for breach of this Contract.

#### 7. Indemnification

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

#### 8. Sovereign Immunity

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

#### 9. Independent Contractor

Contractor/Consultant shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor/Consultant shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor/Consultant in the full performance of the Contract Documents.

#### 10. Records and Right-to-Audit

Contractor/Consultant shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

#### 11. Multi-year Contract

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

12. Governing Law and Venue

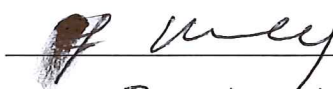
This Contract shall be interpreted in accordance with the laws of the State of Florida. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Alachua County, Florida

WITNESS:

  
\_\_\_\_\_

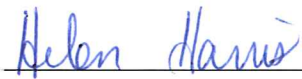
Title: Account Manager

THYSSEN KRUPP ELEVATOR CORPORATION:

  
\_\_\_\_\_

Title: Branch Manager

WITNESS:

  
\_\_\_\_\_

Title: Administrative Assistant

CITY OF GAINESVILLE:

  
\_\_\_\_\_

CITY MANAGER

APPROVED AS TO FORM AND LEGALITY

By:   
City Attorney

Addendum A:

This addendum shall be made a part of this agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern.

This attachment shall confirm that the elevators listed below shall be added to the existing elevator maintenance agreements with Contract #US86597, starting March 30, 2015 and will be in effect until March 31, 2018. During this period the monthly contract amount will increase by \$157.50 for adding the listed elevators below. This amount will be in addition to the current billing rate, shall not increase more than 5% annually, and will be governed by the existing terms and conditions of contract #US86597 for City of Gainesville Agreement.

Building Name	Equipment	State Serial #
Gainesville Police Department #1	TAC 32	100536
Gainesville Police Department #2	TAC 32	100537

Accepted:

Addendum to contract dated:

THYSSENKRUPP ELEVATOR CORPORATION

CITY OF GAINESVILLE

ThyssenKrupp Elevator Approval:

By: [Signature]  
(Signature of ThyssenKrupp Elevator Representative)

By: [Signature]  
(Signature of Authorized Individual)

By: [Signature]

/ Account Manager

Gary Cothren  
(Printed or Typed Name)

Title: Branch Manager

(407)256-5018

Title: Facilities Management Mgr

Date: 3/31/14

Date: 03/31/2014

Date: 3/31/2014

End Term 9/30/2015 [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2013

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).

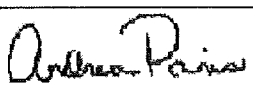
<b>PRODUCER</b> Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606	CONTACT NAME: <b>Helen Chen</b>
	PHONE (A/C. No. Ext): <b>312-288-7489</b> FAX (A/C. No.): <b>312-621-6865</b> E-MAIL ADDRESS: <b>tke.certificates@willis.com</b>
<b>INSURED</b> THYSSENKRUPP ELEVATOR CORPORATION 4330 SW 29TH STREET GAINESVILLE FL 32604	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>HDI-Gerling America Insurance Company</b> 41343
	INSURER B : <b>ACE American Insurance Company</b> 22667
	INSURER C : <b>Indemnity Insurance Company of NA</b> 43575
	INSURER D :
	INSURER F :

COVERAGES      CERTIFICATE NUMBER: **BHOR-9BJ88B-130913205021**      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 EFF (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD12574-00 GLD12571-00	10/01/2013	10/01/2014	EACH OCCURRENCE      \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$4,000,000 GENERAL AGGREGATE      \$8,000,000 PRODUCTS - COMPIOP AGG      \$8,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08722705	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)      \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			CUD11086-05	10/01/2013	10/01/2014	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WLRC47324877 (AOS) WLRC4732483A (CA, MA) SCFC47324919 (WI)	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: ELEVATOR INSTALLATION JOB# 904588-013 PROJECT # J05601 GPD HEADQUARTERS & PHYSICAL TRAINING FACILITY, 721 NW 6TH STREET, GAINESVILLE, FL 32601

<b>CERTIFICATE HOLDER</b> CITY OF GAINESVILLE, GENERAL SERVICES 405 NW 39TH AVENUE GAINESVILLE FL 32609	<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. AUTHORIZED REPRESENTATIVE 
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<b>ADDITIONAL INFORMATION</b>		Date 09/13/2013 08:50:21 PM
<b>PRODUCER</b> Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606	Company E	
	Company F	
<b>INSURED</b> THYSSENKRUPP ELEVATOR CORPORATION 4330 SW 29TH STREET GAINESVILLE FL 32604	Company G	
	Company H	
<b>TEXT</b>		

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.  
 CITY OF GAINESVILLE; GILBANE BUILDING COMPANY

The insurance shall be primary and non-contributing with respect to the Additional Insured where required by written contract.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability and/or Workers' Compensation and/or Automobile policies where required by written contract and only to the extent that coverage is afforded under these policies.

<b>CERTIFICATE HOLDER</b>	Serial #: BHOR-9BJ88B-130913205021
CITY OF GAINESVILLE, GENERAL SERVICES 405 NW 39TH AVENUE GAINESVILLE FL 32609	

Expiring: 10/01/2014

Cert ID: BHOR-9BJ88B-130913205021  
Policy No.: GLD12574-00 & GLD12571-00

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED ENDORSEMENT  
BLANKET AUTOMATIC  
(WHEN REQUIRED BY WRITTEN CONTRACT)**

NAMED INSURED: ThyssenKrupp Elevator Corporation and all Subsidiaries

ADDITIONAL INSURED(s):  
CITY OF GAINESVILLE; GILBANE BUILDING COMPANY

JOB: RE: ELEVATOR INSTALLATION JOB# 904588-013 PROJECT # J05601 GPD HEADQUARTERS & PHYSICAL TRAINING FACILITY, 721  
NW 6TH STREET, GAINESVILLE, FL 32601

EFFECTIVE DATE: 10/01/2013

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

**Additional Insured Endorsement**  
Blanket Automatic (When Required By Contract)

It is hereby understood and agreed that Section II - Who Is An Insured - is amended by adding the following Part 5:

5. Any person, firm, corporation or government body for whom the named insured is obligated by virtue of a written contract or agreement entered into with respect to the named insured's manufacture, sale, distribution, installation, service, repair or inspection of elevators and related devices, parts and components, to afford coverage such as is provided by this policy.

The coverage provided for any such additional insured is expressly limited to apply only to liability arising out of operations conducted by or for the named insured under the written contract or agreement and then only to the extent required by such written agreement. No coverage is provided for any additional insured for the liability which arises in any manner, directly or indirectly, other than from operations conducted by or for the named insured.