

** 5 year
Auto Renewals*

CITY OF NORTH PORT
COMMISSION AGENDA ITEM

Item No. 6D
(City Clerk's Use Only)

| | | | |
|--------------------------|-------------------------------------|---------------------------------|---|
| MEETING TYPE: | | Meeting Date: | July 8, 2013 |
| Regular | <input checked="" type="checkbox"/> | Department: | Neighborhood Development Services / Property Maintenance |
| Fire/Rescue District | <input type="checkbox"/> | Prepared by: | Scott Williams/Lou Sperduto |
| Road & Drainage District | <input type="checkbox"/> | Date Prepared: | June 6, 2013 |
| Solid Waste District | <input type="checkbox"/> | Department Director's Initials: | SW/PL <i>DS</i> Date: 6/27/13 |
| Other: | <input type="checkbox"/> | City Manager's Initials: | <i>PL</i> Date: 6/28/13 |

Exhibits:

- Addendum B to ThyssenKrupp Elevator Corporation Maintenance Agreement.
- ThyssenKrupp Platinum Agreement and Addendum A
- Florida Division of Corporations Document

SUBJECT: Addendum B is to add the elevator in the newly constructed Myakka Hatchee Creek Water Treatment Plant to the existing contract.

RECOMMENDED ACTION: Approve Addendum B to the existing Maintenance Agreement with ThyssenKrupp Elevator Corporation to increase the annual fee to the amount of \$2,040.00 for preventative maintenance, annual testing, parts and services.

BACKGROUND INFORMATION: The existing agreement provides for preventative maintenance, annual testing, parts and service for elevators at various City locations. This addendum is to add the elevator in the newly constructed Myakka Hatchee Creek Water Treatment Plant, located at 5755 North Port Blvd. In addition to services listed above the Water Treatment Plant elevator will also have 24 hour telephone monitoring within the elevator.

The monthly fee is \$170.00/per month or \$2,040.00/annual.

| | | |
|------------------------------|-------------|------------|
| Original Contract Amount | \$ 5,940.00 | > 12,000.- |
| Previous Change (Addendum A) | \$ 1,980.00 | |
| Amount of this Change | \$ 2,040.00 | |
| Revised Contract Amount | \$ 9,960.00 | |

The City Attorney has reviewed and approved Addendum B.

FINANCIAL IMPACT: (If applicable) Funding for this project is allocated in 001-0760-519.46-01

ThyssenKrupp Elevator

Platinum Maintenance Agreement

Purchaser City of North Port
4970 City Center Blvd
North Port FL 34286

Location North Port City Hall & Police Dept
4970 City Center Blvd
North Port FL 34286

By ThyssenKrupp Elevator Corporation
6215 A 29th Street East
Bradenton FL 34203
Telephone (941) 753 4787 (800) 683 7736
Fax (941) 758 0468
E Mail ed.graves@thyssenkrupp.com
Internet www.thyssenkruppelevator.com

PLATINUM MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

Units To Be Maintained

| Building Name | Unit Quantity | Manufacturer | Type of Unit | Unit ID or Serial # | Number of Floors |
|---------------|---------------|--------------|--------------------|---------------------|------------------|
| City Hall | Two (2) | ThyssenKrupp | Hydraulic Elevator | 85884 & 85885 | Three (3) |
| Police Dept. | One (1) | ThyssenKrupp | Hydraulic Elevator | | Two (2) |

ThyssenKrupp Elevator

Elevator Maintenance Agreement



Page 1 of 5

ThyssenKrupp

ThyssenKrupp Elevator

Platinum Maintenance Agreement

Preventative Maintenance Program

Examine your elevator equipment for optimum operation .

- Control and landing positioning systems
- Signal fixtures
- Machines drives motors governors sheaves and ropes
- Power units pumps valves and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers car frames and platforms and counterweights
- Safety mechanisms

Lubricate equipment for smooth and efficient performance

Adjust elevator parts and components to maximize performance and safe operation

Document all work performed on Maintenance Tasks & Records logs provided with each controller

Full Coverage Parts Replacement

Relamp all signals as required (during regularly scheduled visits)

Repair or replace components worn due to normal wear Refer to Other Considerations section for items not covered

Quality Assurance

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

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

Annual Safety Testing

Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators ANSI A17.1 current edition as of the date this agreement begins We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year You agree to pay for any costs of the inspector or inspection fees

Service Hours & Service Requests During Normal Working Hours

We will visit your elevators on a regularly scheduled basis These visits will be performed during normal business hours Monday through Friday 8:00 am to 4:30 pm (except scheduled holidays) We will respond to service requests during these hours at no extra charge Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time)

After Hours Service Requests

On service requests outside of normal business hours for services covered under this Agreement we will absorb the straight time costs of labor and you will be responsible for the difference between the straight time costs and overtime costs of labor Labor costs include travel time travel expenses and time spent on the job

☒ 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 ThyssenKrupp's 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 for all the elevators at the location being serviced or across an entire portfolio Special considerations regarding VIEW are set forth below

☐ VISTA® (Check box if included)

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

☒ SoundNet® (Check box if included)

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

ThyssenKrupp Elevator

Platinum Maintenance Agreement

Product Information You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes parts catalogs and maintenance instructions for the equipment covered by this agreement (exception we will supply all of the above for new ThyssenKrupp elevators at no additional cost) You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein These items will remain your property

Safety You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations You agree to report immediately any condition that may indicate the need for correction before the next regular examination You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment notify us at once and keep the equipment shut down until the completion of any repairs You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator You agree to provide our personnel a safe place in which to work We reserve the right to discontinue work in the building whenever in our sole opinion our personnel do not have a safe place in which to work You agree to provide a suitable machine room including secured doors waterproofing lighting ventilation and heat to maintain the room at a temperature of 50 F minimum to 90 F maximum 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

Other You agree not to permit others to make alterations additions adjustments or repairs or replace any component or part of the equipment during the term of this agreement You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement including that you agree if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved ThyssenKrupp Elevator will immediately advise you in writing of such action the reason for such action and whether the proposed solution is covered by the terms of this agreement In the event of the sale lease or other transfer of the elevator(s) or equipment described herein or the premises in which they are located you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement and subject to termination as herein provided or otherwise be liable for the full unpaid balance due for the full unexpired term of the 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 our officers agents and employees from and against any and all claims demands suits and proceedings brought against ThyssenKrupp Elevator or our employees including but not limited to loss damage injury or death that are alleged to have arisen from the negligence of 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 claims or losses determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator 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 as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies) Such insurance must insure us for those claims or losses referenced in the above paragraph and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees You hereby waive the right of subrogation

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

Other conditions With the passage of time equipment technology and designs will change We will not be required to make any changes or recommendations in the existing design or function of the unit(s) We shall not be obligated to service make renewals or repairs upon the equipment by reason of obsolescence misuse of the equipment another's negligence loss of power blown fuse(s) tripped stop switch(es) theft vandalism explosion fire power failure water damage storm lightning nuisance calls acts of civil or military authorities strikes lockouts acts of God or any other reason or cause beyond our control In the event any component of the elevator becomes obsolete or outmoded or is no longer manufactured by the original manufacturer it shall be your obligation to replace the obsolete or outmoded component at your expense We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies any governmental agency or authority or any third party

Should your system require any of the safety tests on the commencement date of this agreement ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made We shall not be liable for damage to the building structure resulting from the performance of safety tests Should the respective system fail any of the required tests it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement

ThyssenKrupp Elevator shall not be liable for any loss damage or delay caused by acts of government labor troubles strikes lockouts fire explosions theft not civil commotion war malicious mischief acts of God or any cause beyond its control and in no event shall ThyssenKrupp Elevator be liable for any damages nor any consequential special or indirect damages ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned

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

ThyssenKrupp Elevator

Platinum Maintenance 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 One Thousand Four Hundred Eighty Five dollars (\$1 485 00) per quarter including taxes payable quarterly in advance

Term This agreement is effective for five (5) years starting upon expiration of NIM (New Installation Maintenance) warranty period and is non cancelable except with thirty (30) days written notice for reasons of non performance Non performance is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you To ensure continuous service this agreement will be automatically renewed for successive five (5) year periods unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period or ninety (90) days before the end of any subsequent five (5) year renewal period Notice shall be sent by certified mail return receipt requested Time is of the essence

Early Payment Discount If you pay in advance for twelve (12) months of service on the units covered in this agreement you may take a 3% discount from the annual price

Annual Price Adjustments As the costs we incur for providing elevator service may increase we will adjust the price of your service accordingly annually effective on the date a field labor increase is implemented We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners This rate 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

Pricing may also increase or decrease in the event the equipment is modified from its present state

Overdue Invoices A service charge of 1 1/2% per month or the highest legal rate whichever is less shall apply to overdue accounts If you do not pay any sum within sixty (60) days from the billing date we may also choose to do one of the following 1) suspend all service until all amounts due have been paid in full or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement If ThyssenKrupp Elevator elects to suspend service we shall not be responsible for damages or injuries to persons or property from the lack of service Upon resumption of service you will be responsible for payment to ThyssenKrupp Elevator of any costs we incur as a result of the suspension of service Time is of the essence

Acceptance Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described All other prior representations or agreements whether written or verbal will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties Should your acceptance be in the form of a purchase order or other similar document the provisions of this agreement will govern in the event of a conflict This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us

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

ThyssenKrupp Elevator Company

By [Signature]
(Signature of Authorized Individual)

ThyssenKrupp Representative
Ed Graves
(941) 763 4787

05-20-05

(Date of Submittal)

ATTEST

[Signature]
ThyssenKrupp Elevator Maintenance Agreement
City Clerk

City of North Port

By [Signature]
(Signature of Authorized Individual)

ARUP SACKRYMAN
(Print or Type Name)
COMMISSION CHAIR
(Print or Type Title)

11-14-05
(Date of Approval)

Approved as to form and correctness

[Signature]
Robert K. Robinson

ThyssenKrupp Elevator Approval

By _____
(Signature of Authorized Individual)

(Print or Type Name)

(Print or Type Title)

(Date of Approval)

*Special Considerations***VIEW**

ThyssenKrupp Elevator agrees to provide a user name and password to purchaser via ThyssenKrupp's internet website www.tke.view.com for purchaser access to maintenance and service call activity. Purchaser Internet connection shall be provided by others. Purchaser acknowledges that data reported prior to January 1, 2004 may not be all inclusive of work actually performed. Additionally, purchaser acknowledges that any work performed by repair, modernization and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully implemented to all field employees. Records for additional information shall be available when requested by contacting local TKE branch office. ThyssenKrupp Elevator reserves the right to restrict access to this information if purchaser's account has an outstanding balance due that is greater than 30 days and/or if purchaser has provided written notification of intent to cancel agreement.

SoundNet

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the maintenance agreement provided such elevators are equipped with operational telephone equipment. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Customer's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones. SoundNet service cannot be provided without a properly functioning telephone.

ThyssenKrupp shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. ThyssenKrupp does not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including but not limited to entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

Special Incentive

ThyssenKrupp Elevator will provide SoundNet Monitoring for the three (3) elevator emergency telephones at no charge for the duration of the twelve (12) month NIM (New Installation Maintenance) warranty period (savings of \$540.00) contingent upon receiving a fully executed copy of this Elevator Maintenance Agreement within thirty (30) days of the elevator installation completion date. Billing for the Maintenance Agreement will not commence until expiration of the NIM warranty period. SoundNet monitoring will be included with the Maintenance Agreement rate upon expiration of the NIM period.

EXHIBIT 1.— Contact Data Sheet

Elevator

Branch Bradenton/Sarasota

Service

This contact data is for the building located at

North Port City Hall
4970 City Center Blvd
North Port FL 34286

Elevator Designation #1 Elevator Serial #85864

Elevator Phone Number (941) 423 8926

In the event of an emergency or perceived emergency one or more of the following are to be primary Customer contacts

- 1 _____
- 2 _____
- 3 _____
- 4 _____

If unable to reach anyone at the above listed numbers SoundNet has the express permission of Customer to dispatch a ThyssenKrupp service mechanic per the terms of the service agreement or contact one of more of the following (911 is not sufficient local phone numbers are required)

Police Department (941) 426 3111

Fire Department (941) 423 4353

Rue S BERRYMAN, COMMISSIONER

Purchaser

Rue S Berryman

Date

11-14-05

Approved as to form and correctness

Robert K. Robinson
Robert K. Robinson

ATTEST

Helen M. Raimbeau
Helen M. Raimbeau OMC
City Clerk

EXHIBIT 2 - Contact Data Sheet

Elevator

Branch Bradenton/Sarasota

Service

This contact data is for the building located at

North Port City Hall
4970 City Center Blvd
North Port FL 34286

Elevator Designation #2 Elevator Serial # 85865

Elevator Phone Number (941) 423 8769

In the event of an emergency or perceived emergency one or more of the following are to be primary Customer contacts

- 1 _____
- 2 _____
- 3 _____
- 4 _____

If unable to reach anyone at the above listed numbers SoundNet has the express permission of Customer to dispatch a ThyssenKrupp service mechanic per the terms of the service agreement or contact one of more of the following (911 is not sufficient local phone numbers are required)

Police Department (941) 426 3111

Fire Department (941) 423 4353

RUE S BERRYMAN, COMMISSION CHIEF

Purchaser

Rue S Berryman

Date

11-14-05

Approved as to form and correctness

Robert K. Robinson
Robert K. Robinson

ATTEST

Helen M. Raimbeau
Helen M. Raimbeau CMC
City Clerk

Maintenance Agreement Addendum

TK-435-0863

Addendum A

ThyssenKrupp Elevator and City of North Port hereby amend and supplement their duly executed and existing elevator maintenance agreement dated October 17, 2006, contract number 31209-1010, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services

Scope.

The elevator bearing ThyssenKrupp Serial #EAP618, located at Alwater Comm. Park, 4475 Skyway Ave., North Port, FL, shall be added to the existing Elevator Maintenance Agreement upon expiration of the NIM (New Installation Maintenance) Warranty Period of the subject elevator.

Price. The price for the amended services as stated in this addendum shall be Four Hundred Ninety-Five dollars (\$ 495.00) per quarter, excluding taxes. This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term. This addendum shall become effective starting upon expiration of the new Installation maintenance warranty period of the subject elevator and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein. **MARCH 9, 2012 (Lac)**

Acceptance. Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the 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
Americas Business Unit



ThyssenKrupp

EXHIBIT 3 - Contact Data Sheet

Elevator

Branch Bradenton/Sarasota

Service

This contact data is for the building located at

North Port Police Department

North Port FL 34286

Elevator Designation _____

Elevator Phone Number (941) _____

In the event of an emergency or perceived emergency one or more of the following are to be primary Customer contacts

- 1 _____
- 2 _____
- 3 _____
- 4 _____

If unable to reach anyone at the above listed numbers SoundNet has the express permission of Customer to dispatch a ThyssenKrupp service mechanic per the terms of the service agreement or contact one of more of the following (911 is not sufficient local phone numbers are required)

Police Department (941) 426 3111

Fire Department (941) 423 4353

RUE S BERRYMAN, COMMISSIONER CHAIR

Purchaser

Rue S Berryman

Date

11-14-05

Approved as to form and correctness

Robert K. Robinson
Robert K. Robinson

ATTEST

Helen M Raimbeau
Helen M Raimbeau CMC
witness

| | | |
|---|--|--|
| ThyssenKrupp Elevator Corporation: | City of North Port | ThyssenKrupp Elevator Corporation |
| By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative) | By: <u>[Signature]</u> (Signature of Authorized Individual) | By: <u>[Signature]</u> (Signature of Authorized Individual) |
| LOUIS A. COSMELLI New Equipment Sales Manager | <u>Jim Blucher</u> (Print or Type Name) | <u>M. G. Harkell</u> (Print or Type Name) |
| | <u>North Port Commission Chair</u> (Print or Type Title) | <u>AM</u> (Print or Type Title) |
| <u>February 01, 2011</u> (Date Submitted) | <u>2-2-11</u> (Date of Approval) | <u>2/14/11</u> (Date of Approval) |

Approved as to form and correctness
[Signature]
 Robert K. Robinson

ATTEST:

[Signature]
 Helen M. Raimbeau, MMC
 City Clerk

Maintenance Agreement Addendum

TK-436-0828

Myakkahatchee Creek Water Treatment Plant ADDENDUM B

ThyssenKrupp Elevator and City of North Port hereby amend and supplement their duly executed and existing elevator maintenance agreement dated October 17, 2006, contract number 31209-1010, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services.

Scope.

THE ELEVATOR BEARING STATE ID# 90666, LOCATED AT THE MYAKKAHATCHEE WATER TREATMENT PLANT 5656 NORTH PORT BLVD, NORTH PORT, FL 34266 SHALL BE ADDED TO THE EXISTING ELEVATOR MAINTENANCE AGREEMENT AND CONTINUE IN SYNC WITH THE EXISTING CITY OF NORTH PORT CONTRACT # 31209-1010

~~Price.~~ The price for the amended services as stated in this addendum shall be ONE HUNDRED SEVENTY & 00/100 DOLLARS PER MONTH dollars (\$ 170.00) per This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term. This addendum shall become effective starting upon commission approval and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

Acceptance. Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the 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
Americas Business Unit



ThyssenKrupp

| | | |
|---|--|---|
| ThyssenKrupp Elevator Corporation: | City of North Port | ThyssenKrupp Elevator Corporation |
| By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative) | By: <u>[Signature]</u> (Signature of Authorized Individual) | By: <u>[Signature]</u> (Signature of Authorized Individual) |
| <u>Preston Wright</u> Sr. Service Sales Rep. <u>(941)753-4787</u> | <u>JONATHAN R. LEWIS</u> (Print or Type Name) <u>CITY MANAGER</u> (Print or Type Title) | <u>Mike Martelli</u> (Print or Type Name) District Manager (Print or Type Title) |
| <u>June 21, 2013</u> (Date Submitted) | <u>7/9/13</u> (Date of Approval) | <u>7/31/13</u> (Date of Approval) |

ATTEST:

[Signature]
Helen M. Rainbeau, MMO
City Clerk

Approved as to form and contents

[Signature]
Robert K. Robinson