



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000144874 - Three (3) Year Contract to Provide Full Maintenance Service  
for (1) Kone Hydraulic Passenger Elevator at the Alario Center**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

01-Apr-2024 03:47:20 PM



**Bid Number 5000144874**

**Three (3) Year Contract to Provide Full Maintenance Service  
for (1) Kone Hydraulic Passenger Elevator  
at the Alario Center**

**BID DUE: April 9, 2024 AT 11:00 AM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Purchasing Specialist I Name: Brenda Bellow  
Purchasing Specialist I Email: [bbellow@jeffparish.net](mailto:bbellow@jeffparish.net)  
Purchasing Specialist I Phone: 504-364-2683**

DATE: 4/01/2024

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00144874

**JEFFERSON PARISH**  
PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009  
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:  
BBELLOW@jeffparish.net

**Bids will be received until 11:00 AM, 4/09/2024 via online at [www.jeffparishbids.net](http://www.jeffparishbids.net).**

**LATE BIDS WILL NOT BE ACCEPTED**

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at [purchasing.jeffparish.net](http://purchasing.jeffparish.net) and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

**This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.**

**This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.**

**Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.**

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE  
CORRESPONDING INSTRUCTIONS BELOW.

**3, 5, 6, 10, 12, 13**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

**It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.**

DATE: 4/01/2024

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00144874

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:  
BBELLOW

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES \_\_\_\_\_

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK \_\_\_\_\_

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK \_\_\_\_\_

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NO.:** (if applicable) 299 \_\_\_\_\_

**\*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\***

FIRM NAME: Otis Elevator Company

SIGNATURE:

(Must be signed here)

*Emily Jarvis*

TITLE:

Business Development Representative

PRINT OR TYPE NAME:

Emily Jarvis

ADDRESS:

1013 Harimaw Ct W, Suite B

CITY, STATE:

Metairie, LA

ZIP:

70001

TELEPHONE:

(704) 492-6919

FAX:

( )

EMAIL ADDRESS:

emily.jarvis@otis.com

**TOTAL PRICE OF ALL BID ITEMS: \$9,720**

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144874

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	36.00	MO	<p>THREE (3) YEAR CONTRACT TO PROVIDE FULL MAINTENANCE SERVICE FOR (1) KONE HYDRAULIC PASSENGER ELEVATOR AT THE ALARIO CENTER</p> <p>0001 Complete Elevator Maintenance Program and 24 hr. Monitoring Service per attached specifications for one (1) Kone hydraulic passenger elevator.</p> <p>Location: Alario Center 2000 Segnette Blvd. Westwego, LA 70094</p> <p>***AS PER BID SPECIFICATIONS***</p>	\$270	\$9,720



## **ELEVATOR MAINTENANCE SERVICES SPECIFICATIONS**

### **1. Scope**

- a. The work to be performed by the Contractor consists of furnishing all material, labor, supervision, tools, supplies, and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevator in continuous use at its established capacity and efficiency. Machinery and equipment shall be maintained in compliance with the latest American National Safety Code for Elevators and Escalators (ANSI A17.1 and A17.2), and terms and conditions of this contract.

### **2. Location to Be Serviced**

- a. Alario Center – 2000 Segnette Boulevard – One Elevator, 2000lb Capacity

### **3. Contractor Responsibilities**

- a. The scheduling, frequency, and performance of the maintenance service procedures specified shall be carried out in accordance with established industry procedures.
- b. The elevator shall be examined and maintained once per month.
- c. Contractor shall furnish a qualified elevator mechanic on the job-site for performance of examinations and preventative maintenance. Said elevator mechanic shall provide preventative maintenance at the job site for a minimum of one (1) hour per inspection. Said mechanic will check in at a designated location when he arrives and when he leaves the building.
- d. Contractor will:
  - i. Keep guide rails properly lubricated, except where roller guides are used.
  - ii. Replace guide shoe gibs or rollers, when conditions warrant, to provide quiet operation.
  - iii. Repair or replace control cables, when conditions warrant.
  - iv. Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.
  - v. Relamp all signals.
  - vi. Furnish lubricants that meet the equipment manufacturer's specifications.
  - vii. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices.
    - 1. Interlocks and door closers
    - 2. Car and counterweight buffers
    - 3. Over speed governors, governor tension sheave assemblies and car counterweight safeties
    - 4. Limit, landing, and slowdown switches
    - 5. Door protective devices and alarm bells
  - viii. Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers

- ix. Periodically equalize the tension in all hoist way ropes. Replace all wire ropes and fastenings when conditions warrant
  - x. Examine and, when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves and compensating sheaves
  - xi. Periodically examine, lubricate, adjust, and, when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:
    - 1. Car and corridor operating pushbuttons
    - 2. Load weighting equipment
    - 3. All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as part of the whole equipment
  - xii. Periodically clean all elevator machine rooms, secondary areas, elevator hoist ways, and pit areas. The Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust properly painted, identified, and presentable.
  - xiii. Annually clean the elevator hoist way and related equipment, including rails, inductors, hoist way door hangers and tracks, relating devices, switches, buffers, car tops and pit areas.
  - xiv. Test the car and counterweight safeties, governors, buffers, and all other safety devices.
  - e. Written reports of all tests are to be made available within thirty (30) days following completion and will be made available for review upon request.
- 4. Hours of Service**
- a. The Contractor shall perform all work, except emergency minor adjustment call back service, during regular working hours and regular working days.
  - b. Emergency call-back, at any time of day, should be responded to within two (2) hours.
- 5. Inventory**
- a. The Contractor shall own and maintain a sufficient amount of replacement parts by the original manufacturer, or approved equal, to maintain the equipment in a first class and safe operating condition. These parts shall be made available to the Alario Center for inspection if so requested. Upon award, the Contractor will submit a list of parts to be included in the inventory. This list will be maintained by the Alario Center in order to gauge performance and responsiveness.

## **STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

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For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

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### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### ☒ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being**

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.**

**DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

<p style="text-align: center;"><b>OTIS ELEVATOR COMPANY</b> ("Contractor")</p> <p style="text-align: center;"><b>ACKNOWLEDGMENT</b></p> <p style="text-align: center;">MAINTENANCE</p>	Contract Number: TBD
	Your Order Number: TBD
	Acknowledgement Date: <b>April 02, 2024</b>
<p style="text-align: center;"><b>Thank you for your order.</b> Please refer to our contract number in all correspondence. Address all inquiries to: <b>OTIS ELEVATOR COMPANY</b></p>	Sold To: <b>Jefferson Parish</b> ("Jefferson Parish" or "you")
	Job Location: <b>Alario Center</b> <b>2000 Segnette Boulevard</b> <b>Westwego, LA 70094</b>

Thank you for allowing Contractor the opportunity to do business with you. Contractor's agreement to provide labor, services, and materials (collectively, the "Work") is conditioned by the following terms in this document (hereinafter called, the "Acknowledgment") which is incorporated herein by reference and made a part of the contract between Contractor and Jefferson Parish. Collectively, the Acknowledgment and any other contract document agreed to between Contractor and Jefferson Parish for the Work are hereinafter referred to as the "Contract". In the event of conflict between this Acknowledgment and any other document, the terms of this Acknowledgment shall control. References to specific sections or articles below, if any, are not meant to limit the applicability of such modifications to only such sections or articles, to the extent that the modifications apply to other sections or articles of the Contract.

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Contractor's Work shall be performed in accordance with the applicable law, code, or regulation (collectively "Code") in effect on the date that Contractor submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented Code.

**INVITATION TO BID:**

**7<sup>th</sup> Paragraph:**

Contractor does not agree to any termination for convenience by Jefferson Parish. The Jefferson Parish may, however, by written notice to Contractor, terminate the Contract if Contractor fails to perform any of its material obligations hereunder and does not commence to cure such failure within thirty (30) days after receipt of written notice from the Jefferson Parish specifying in detail such failure.

In the event that Jefferson Parish sells the building or its interest is terminated prior to the expiration of the Contract, Jefferson Parish agrees to assign the Contract to the new owner or successor and to cause the new owner to assume Jefferson Parish's obligations under the Contract. If the new owner or successor fails to assume Jefferson Parish's obligations under the Contract, then Jefferson Parish agrees to pay to Contractor all sums due for the unexpired term on an accelerated basis.

**8<sup>th</sup> Paragraph:**

Contractor's warranty is limited to the repair or replacement, at Contractor's discretion, of defective materials and the correction of defective workmanship furnished by Contractor within a reasonable time for defects that are reported to Contractor during the term of the Contract provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Contractor's Reasonable Control. 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.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS:**

**1<sup>st</sup> Paragraph, 2<sup>nd</sup> Paragraph:**

The materials and components that comprise Contractor's products are procured from a variety of sources located throughout the world, which allows Contractor to provide Contractor's customers with high quality equipment at competitive prices, but limits Contractor's ability to meet certain percentages of M/W/DBE set aside goals. Contractor is committed to achieving diversity within Contractor's workforce and in Contractor's supply base, however, Contractor cannot commit to specific set aside targets in the Contract.

## **Additional Requirements For This Bid:**

### **Article 6:**

Jefferson Parish will provide suitable storage areas, adjacent to the elevator shafts or escalator areas, for material and equipment during the course of the Work. Added costs to Contractor resulting from off-site storage or relocation of the storage facilities at Jefferson Parish's request shall be reimbursed by Jefferson Parish

### **Article 7 to Article 9, Article 11:**

Contractor will provide surety bond(s) in the form provided by Contractor's surety at no cost to Contractor, if required. This is in lieu of participation in any type of surety wrap-up or Subguard program.

### **Page no. 6:**

Jefferson Parish shall make payments on or before the last day of the month prior to the applicable billing period, starting on the commencement date of the Contract. At Contractor's discretion, the Contract price shall be adjusted upwardly by the percentage increase to reflect increases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase in the straight time hourly labor cost. Additionally, at Contractor's discretion the price may be adjusted as a result of increases in connection with environmental requirements, or changes to government laws or regulations including local, state, or federal taxes or tariffs.

## **OTHER - IN GENERAL:**

### **DELAYS BEYOND CONTRACTOR'S REASONABLE CONTROL**

Contractor shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Contractor's Reasonable Control"). Contractor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Contractor's Reasonable Control.

### **INDEMNITY**

Contractor agrees to indemnify Jefferson Parish for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Contractor's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Contractor's duty to indemnify does not include a duty to defend during the pendency of any claim or action.

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

### **INSURANCE**

Notwithstanding anything to the contrary, Contractor will supply an insurance certificate evidencing the insurance carried by Contractor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Contractor under the Contract and for the Work. Contractor does not provide copies of its insurance policies, certified or otherwise, does not waive subrogation and does not add others as additional insured. All limits and values related to coverage if any is provided to Jefferson Parish shall be actual values without qualifying language such as "at least", "not less than", "no less than", "minimum" or the like. Coverage, if any, will be on an occurrence basis. Coverage Limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of including parties as an additional insured, such parties shall be named on a separate Owner's and Contractor's Protective Liability Policy (OCP) with limits of \$2,000,000.

Contractor shall not be required to comply with requirements from third party vendors of any kind including without limitation insurance compliance vendors nor shall Contractor be responsible for any costs associated with same.

Jefferson Parish shall maintain "Builder's Risk" insurance upon the full value of our Work and material delivered to the site, at no cost to Contractor.

## **SAFETY**

Contractor agrees to abide by Jefferson Parish's safety policy as long as said policy is not in conflict with Contractor's safety policy(ies) or Contractor's agreement with the International Union of Elevator Constructors (IUEC).

Jefferson Parish agrees to provide Contractor with unrestricted ready and safe access to all areas in which any Work is performed and to keep all machine rooms and pit areas free from water, stored materials and excessive debris, waste, or hazardous materials. Further, Jefferson Parish shall prohibit others from interfering with Contractor's Work.

If Jefferson Parish is aware of an elevator or escalator malfunctioning or in a dangerous condition, Jefferson Parish agrees to immediately notify Contractor using the 24 hour OTISLINE service. Until such condition is corrected, Jefferson Parish agrees to keep the elevator or escalator removed from operation and take all reasonable steps to prevent unauthorized access or use. Further, Jefferson Parish shall be responsible for posting warnings in connection with such units.

In the interest of safety, Jefferson Parish will not allow others to do any alternations, additions, adjustments, or repairs to the equipment that is being maintained by Contractor during the term of the Contract. To the extent that Jefferson Parish intends to have others furnish labor, services, or materials that are outside the scope of Work that Contractor is providing to Jefferson Parish pursuant to the Contract, prior to any such out of scope work by others, Jefferson Parish shall give Contractor reasonable prior notice, in writing, of any such intended out of scope work. If any out of scope work performed by others renders any equipment or area, in Contractor's opinion, unsafe (hereinafter, an "Unsafe Condition") then Jefferson Parish agrees that Contractor is excused, without default or penalty against Contractor, from having to continue to provide Work to the affected equipment or area until such Unsafe Condition is corrected at no cost to Contractor.

#### **WORK EXCLUDED**

Contractor 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;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Contractor is not 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;
- 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 Contractor;
- instructions or warnings in connection with use by passengers.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Contractor does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

#### **OVERTIME**

Should Contractor agree to work overtime, Jefferson Parish agrees to pay Contractor's overtime premium wages.

#### **ASBESTOS/HAZARDOUS MATERIALS**

Jefferson Parish agrees to immediately notify Contractor if Jefferson Parish is aware or becomes aware of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Contractor's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, Jefferson Parish agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Contractor shall be entitled to (i) delay its Work until it is determined to Contractor's satisfaction that no hazard exists and (ii) compensation for delays encountered.

#### **WC IMMUNITY**

Contractor does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

## **TOOLS**

Jefferson Parish shall not have the right to take possession of Contractor's tools, machinery or equipment unless Jefferson Parish has paid in full for such materials and Contractor has expressly agreed to the sale of such materials in writing.

## **SOFTWARE**

Contractor shall exclusively own all intellectual property rights, title, and interest in (i) all Contractor's goods, services, and software, as well as any and all intellectual property conceived and/or developed by Contractor in the course of its Work for Jefferson Parish. The Jefferson Parish agrees to keep any Contractor software resident in the Contractor's goods or services in confidence as a trade secret for Contractor and will not permit others to examine, copy, disclose, disassemble, modify, or reverse engineer Contractor's equipment, services or software for any purpose whatsoever. Contractor hereby grants to Jefferson Parish a limited, non-exclusive right and license to use Contractor's intellectual property as embodied in Contractor's goods, services, and software exclusively in connection with and at the physical location where such goods, services, or software are delivered under the Contract. Use of such software for any other purpose is prohibited. Contractor's Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by Contractor solely for Jefferson Parish's exclusive use only (and no other customer of Contractor) and Jefferson Parish was expressly contemplated to be the exclusive owner of such information under a separate written agreement.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Contractor Peripherals") which Contractor may use or install to deliver service under the Contract remains Contractor's property, solely for the use of Contractor's employees. Contractor Peripherals are not considered as part of the equipment. If the Contract is terminated for any reason, Contractor shall be given access to the premises to remove the Contractor Peripherals at Contractor's expense. Contractor shall only be required to follow its own cyber security policies and procedures.

## **BACKGROUND CHECKS AND TESTS**

Contractor supports Jefferson Parish's efforts to maintain a safe and productive work environment; however, Contractor's collective bargaining agreement with the IUEC prohibits Contractor from completing background checks, searches, or tests on Contractor employees in the IUEC bargaining unit. Therefore, Contractor cannot agree to authorize any party to complete criminal background checks, searches, or tests on any Contractor employees. Contractor will request IUEC represented employees furnishing Work for Jefferson Parish to agree to voluntarily submit to a criminal background check and agrees not to staff with employees who do not consent to same to the extent that Jefferson Parish requires background checks. Jefferson Parish agrees to pay any and all costs associated with obtaining criminal background checks conducted. Subject to the forgoing, Contractor will take appropriate action in the event that Jefferson Parish advises Contractor of any action by any Contractor employee that is contrary to the maintenance of a safe, healthy and productive workplace.

## **AUDITS**

Contractor does not agree to any inspection, audit, or copy of any of Contractor's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

## **CONFIDENTIALITY**

To the extent that a party receives ("Receiving Party") any non-public data, information and other materials from the other party ("Disclosing Party") that is disclosed pursuant to the Contract (hereinafter "Confidential Information"), the Receiving Party shall not with respect to such Confidential Information (1) disclose the Confidential Information to any third party, (2) use the Confidential Information for its own benefit, or (3) use the Confidential Information for the benefit of others. Each party shall safeguard any Confidential Information received pursuant to the Contract using at least the level of care that it uses to protect its own confidential information, but in no case shall it use less than reasonable care. Neither party shall have an obligation of confidentiality with respect to any Confidential Information which: (i) was already known to the Receiving Party prior to acquisition from, or disclosure by the Disclosing Party; (ii) is received without restriction as to disclosure by Receiving Party from a third party having the right to disclose it; (iii) is approved for release by written authorization from the Disclosing Party; or (iv) is or becomes publicly known without fault of the Receiving Party. The Disclosing Party may at its sole discretion request the return and/or deletion of any Confidential Information provided to the Receiving Party, and the Receiving Party shall immediately delete and/or return such Confidential Information and certify in writing its compliance with the request. The Receiving Party shall not reverse engineer, reverse assemble, or decompile Confidential Information. Confidential Information may be disclosed to (i) contract workers, consultants and agents of the Receiving Party or (ii) the owner of the subject equipment at the subject premises who have a need to know for the benefit of Contractor and who have executed agreements with the Receiving Party obligating them to treat such information in a manner consistent with the terms of the Contract.

## **IUEC/UNION:**

Contractor has a contract with the International Union of Elevator Constructors (IUEC) and therefore cannot agree to be bound by any provision that modifies or conflicts with the union labor agreement.



# Signature Contract



**Signature  
Service**

**ACCOUNT NAME &  
ADDRESS**

Jefferson Parish Alario Building  
2000 Segnette Blvd  
Westwego, LA 70094

**CUSTOMER NAME &  
CONTACT INFO**

Missing Contact

## CONTRACT SUMMARY



**MAINTENANCE**

Overview of your preventative maintenance plan and which parts are included



**RELIABILITY &  
RESPONSIVENESS**

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



**COMMUNICATION**

Summary of the many ways for you to communicate with us and receive information from us



**SAFETY &  
ENVIRONMENT**

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE &  
CLARIFICATIONS**

Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT &  
ACCEPTANCE**

Price and term of agreement followed by the signatory area and billing information

### COVERAGE TERMS

**Price : \$270.00 per month, payable monthly in advance**  
**Duration : five (5) year(s)**

### DELIVERING THE PROMISE

*We look forward to delighting you with world class service.*

Otis Elevator Company  
M:

1013 Harimaw Court West, Suite B  
METAIRIE, LA 70001  
**otis.com**

For emergencies:  
OTISLINE® Customer Care 800.233.6847

**OTIS**  
Confidential

# Otis Maintenance

4/8/2024

**CUSTOMER NAME**

Jefferson Parish Alario Building  
2000 Segnette Blvd  
Westwego, LA 70094

**OTIS ELEVATOR COMPANY**

1013 Harimaw Court West, Suite B  
METAIRIE, LA 70001

**PROJECT LOCATION**

Alario Buidling  
2000 Segnette Blvd  
Westwego, LA 70094

**PROPOSAL NUMBER**

QTE-001882452

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

## EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	Montgomery	Only Elevator	UNIT-001203542

## CONTRACT PRICE

The contract gross price is two hundred seventy dollars (\$270.00) per month, payable monthly in advance. If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

## TERM & RENEWAL

The Commencement Date will be 6/1/2024. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

## PAYMENT

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

## INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

## AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

## PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

## OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

## MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

Replacing wire rope and coated steel belts, equalizing the tension on hoisting ropes, resocketing ropes for drum machines, or repairing or replacing conductor cables and hoistway and machine-room elevator wiring is excluded. No service other than that specifically stated as covered is included or intended.

## **PARTS COVERAGE**

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

## **PARTS INVENTORY**

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

## **QUALITY CONTROL**

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

## **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

## **REPORTS – CUSTOMER PORTAL**

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s)

during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

## **SAFETY**

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

#### **RUPTURE VALVE TEST**

We will conduct a rupture valve test every fifth year. The Rupture Valve, also referred to as an “Overspeed Valve” or “Safety Shut Off Valve,” is designed to protect against an elevator traveling over standard speed in the down direction due to a supply line failure or car overload situations. The valve is mounted next to the cylinder and monitors the flow of oil between the rupture valve and the power unit. The valve is adjusted to stop the elevator in the event of a failure.

## **FIREFIGHTERS’ SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

## **24 – HOUR DISPATCHING**

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

## **TRAVEL TIME AND EXPENSE**

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

## **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

## OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

## SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

### VISIT FREQUENCY

Otis will visit the building to perform planned, scheduled work at the frequency identified below:

Unit Number	Customer Designation	Visit Frequency
UNIT-001203542	Only Elevator	Monthly

## EXCLUSIONS

This Contract does not cover 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, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required



to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

## **UPGRADES**

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

## **OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS**

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

## **QUALITY AUDITS**

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

## **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

## **ACCESS**

You agree to provide us with a safe workplace as well as 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, debris, and other potentially hazardous conditions.

## **ENVIRONMENTAL PROTECTION**

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

## **MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS**

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

## **INSTRUCTIONS / WARNINGS**

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

## **LOCK OUT / TAG OUT ("LOTO")**

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

## **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

## **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

## **RESPONSIBILITY FOR THE UNITS**

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.



## **APPLICABLE CODE AND VIOLATIONS**

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you its initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

## **THIRD PARTY INTERFACE**

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

## **ELECTRICAL AND LIGHTING REQUIREMENTS**

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

## **ACCIDENT**

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

## **ENTRAPMENT**

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

## **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

## **TELEPHONE**

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

## **PRIVACY**

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal

Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

### **PURCHASE ORDERS**

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

### **MATERIAL BREACH BY CUSTOMER**

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

### **TERMINATION FOR CUSTOMER'S BREACH**

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

## **TRANSFER OF INTEREST IN PROPERTY**

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

## **FORCE MAJEURE**

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

## **LIMITATION ON DAMAGES**

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

## **INDEMNITY**

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

## **INSURANCE**

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

## **CERTIFICATES**

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

### **THIRD PARTIES**

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

### **CONFIDENTIALITY**

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

### **ENTIRE CONTRACT**

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

### **OUT OF SCOPE SERVICES**

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

### **AMENDMENT**

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.



**SUBMITTED BY:** Emily Jarvis  
**TITLE:** Senior Associate, Modernization Sales  
**E-MAIL:** Emily.Jarvis@otis.com

Accepted in Duplicate

Jefferson Parish Alario Building

Otis Elevator Company

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

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

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Francois Camenzuli

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

Title: Sr Manager & GM, New Orleans

Email: \_\_\_\_\_

Email: Francois.Camenzuli@otis.com

Company Name: Jefferson Parish Alario Building

☐ Principal, Owner or Authorized Representative of  
Principal or Owner

☐ Agent \_\_\_\_\_



BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Jefferson Parish Alario Building	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

### TAX STATUS

Are you tax exempt? (Check one)

Yes

No

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If yes, please provide tax exempt certificate

### PURCHASE ORDER & WORK ORDER REQUIREMENTS

#### Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes

No

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal  
Frequency (Check one)

Monthly

Quarterly

Annual

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------



### NON-CONTRACTUAL SERVICES

Yes

No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

--	--

If providing a blanket PO, please provide PO# and value:

PO#

Value

--	--

### WORK ORDER MANAGEMENT

Yes

No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

---

### CERTIFICATE OF INSURANCE

Yes

No

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

---

Certificate Holder Address:

---

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

---

Yes

No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

PRODUCER Broker Name and Address	CONTACT NAME :	
	PHONE ( A/C,No, Ext):	FAX (A/C, No):
	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED  Your Company's Name and Address	INSURER A:	Provide insurers corresponding to the policies listed below. Insurers should have an AM Best rating of A- or better.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	

## COVERAGES

CERTIFICATE NUMBER:

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	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"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES ( Ea occurrence )	
					MED EXP ( Any one person )	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					FIRE DAMAGE(any one fire)	\$50,000
B	<b>AUTOMOBILE LIABILITY</b> <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	Policy Number	Effective Date	Expiration Date	COMBINE SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY ( Per person )	
					BODILY INJURY (Per accident )	
					PROPERTY DAMAGE (Per accident)	
C	<b>EXCESS/ UMBRELLA LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> RETENTION <input type="checkbox"/> DEDUCTIBLE	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE	\$5,000,000
					AGGREGATE	\$5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR /PARTNER/ EXECUTIVE OFFICE/ MEMBER EXCLUDED?If yes, describe under DESCRIPTION OF OPERATIONS below	Policy Number	Effective Date	Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY <input type="checkbox"/> OTHER	
					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 ACCORD 101, Additional Remarks Schedule, If more space is required)

One Journal Square - Phase 1 project, located at 10 Journal Square Jersey City, New Jersey 07306

The above coverages are primary for offsite operation only except for automobile liability which is primary at all times. On-site General Liability is provided by an OCIP

The following are named as additional insureds on the General Liability, Automobile Liability, and Excess/Umbrella Liability policies:

A.J.D. Construction Co., Inc.

One Journal Square Partners Urban Renewal Company LLC, a New Jersey limited liability company

One Journal Square Tower North Urban Renewal Company LLC, a New Jersey limited liability company

One Journal Square Tower South Urban Renewal Company LLC, a New Jersey limited liability company

American General Life Insurance Company

The Variable Annuity Life Insurance Company

The United States Life Insurance Company in the City of New York

National Union Fire Insurance Company of Pittsburgh, Pa

AIG Asset Management (U.S.), LLC as administrative agent

AIG Commercial Real Estate Lending Holdings, LLC



<p>AIG Commercial Mortgage Holdings Company, LLC</p> <p>Trimont Real Estate Advisors, Inc.,</p> <p>RDF 1JS LLC</p> <p>RDS REIT LLC</p> <p>Related Real Estate Debt Fund LP</p> <p>Related Fund Management LLC</p> <p>RDF Agent, LLC as administrative agent</p> <p>Kushner Companies LLC</p> <p>Westminster Management LLC</p> <p>Westminster Management LLC and the ownership entity of their owned or managed properties and their agents, affiliates, subsidiaries, partners, directors, officers and employees</p> <p>One Journal Square Tower North Mezz LLC, a New Jersey limited liability company</p> <p>One Journal Square Tower South Merzz LLC, a New Jersey limited liability company</p> <p>and/or its affiliates and its respective successors and/or assigns</p> <p>A waiver of subrogation in favor of the additional insured is included under all policies.</p>	
<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
One Journal Square Partners Urban Renewal Company LLC c/o Consolidated Risk Solutions 3655 North Point Pkwy., Suite 325 Alpharetta, GA 30005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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

Otis Elevator Company

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.) See instructions.

One Carrier Place

Requester's name and address (optional)

6 City, state, and ZIP code

Farmington, CT 06032

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

### Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

### Employer identification number

1	3	-	5	5	8	3	3	8	9
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ► 1/4/2024

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



# Seal of the State of Louisiana

## State Licensing Board for Contractors

This is to Certify that:

OTIS ELEVATOR COMPANY  
Attn: Legal Dept., 1 Farm Springs Rd.  
Farmington, CT 06032

is duly licensed and entitled to practice the following classifications

SPECIALTY: ELEVATORS, DUMBWAITERS AND ESCALATORS



Expiration Date: March 29, 2025

License No:299

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 30th day of March 2022

*Will S MacP*  
\_\_\_\_\_  
Director

*Lee M. Mott*  
\_\_\_\_\_  
Chairman

This License Is Not Transferable

*Andy Brown*  
\_\_\_\_\_  
Treasurer