

**FIRST AMENDMENT TO CONTRACT BETWEEN BROWARD COUNTY AND
ORACLE HOLDCO, INC. DBA ELEVATED FACILITY SERVICES
FOR ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Oracle Elevator Holdco, Inc. dba Elevated Facility Services, a Florida corporation registered to transact business in the State of Florida ("Contractor") (each a Party and collectively referred to as the "Parties").

RECITALS

A. County awarded Contract No. BLD2127645B1_2 for Elevator and Escalator Maintenance & Repair Services, Group 2 service sites (which consists of FMD Group 1 and FMD Group 2), to Contractor on July 9, 2024 (the "Contract"), with an initial two-year term commencing on January 7, 2025, through January 6, 2027, and with three optional one-year renewals.

B. The Parties desire to amend the Contract to add four (4) additional locations with a total of nine (9) additional units and add the additional corresponding pay items, as detailed in **Exhibit A-1**, attached hereto and made a part hereof, increase the initial two-year term maximum contract amount by \$106,040, and increase each of the three one-year renewal periods maximum contract amount by \$57,840, for a new total five-year potential maximum contract amount of \$4,780,905.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Contract.
2. Unless otherwise expressly stated herein, amendments to the Contract made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.
3. The Contract is hereby amended to add four (4) additional locations with a total of nine (9) additional units, at the locations and corresponding monthly service rates detailed in **Exhibit A-1**.
4. The initial two-year term maximum contract amount is hereby increased by \$106,040, and the maximum contract amount for each of the three one-year renewal periods is hereby increased by \$57,840, resulting in an increase in the potential five-year maximum contract amount by \$279,560, from \$4,501,345 to \$4,780,905, as set forth in the following table.

Contract Term	Original Contract Total Maximum Contract Amount	First Amendment Increase to Maximum Contract Amount	Amended Total Maximum Contract Amount
Initial Term 1/7/25 – 1/6/27	\$1,800,538	\$106,040	\$1,906,578
Renewal 1 1/7/27 – 1/6/28	\$900,269	\$57,840	\$958,109
Renewal 2 1/7/28 – 1/6/29	\$900,269	\$57,840	\$958,109
Renewal 3 1/7/29 – 1/6/30	\$900,269	\$57,840	\$958,109
Total Potential Five-year Maximum Contract Amount	\$4,501,345	\$279,560	\$4,780,905

5. Section 24.2 of the SPECIFICATIONS AND REQUIREMENTS, Elevator and Escalator Maintenance and Repair - Facilities Management Division, section of the Contract is hereby amended, in part, as follows:

- ...
- g. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packs, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks, hydraulic fluid oil as needed in plunger, electric elevator equipment, and any other elevator equipment or controls not **explicitly named in this Section 24.2, inclusive of any upgrades made and other parts added to comply with Florida Statutes Chapter 399 and the latest editions of ASME A17.1 and ASME A17.3.**

6. Section 24.3 of the SPECIFICATIONS AND REQUIREMENTS, Elevator and Escalator Maintenance and Repair - Facilities Management Division, section of the Contract is hereby amended, in part, as follows:

- ...
- f. All other miscellaneous equipment, materials, solid-state components, etc., in the make-up of the complete elevator not **explicitly mentioned above in this Section 24.3, inclusive of any upgrades made and other parts added to comply with Florida Statutes Chapter 399 and the latest editions of ASME A17.1 and ASME A17.3.**

7. Section 24.5 of the SPECIFICATIONS AND REQUIREMENTS, Elevator and Escalator Maintenance and Repair - Facilities Management Division, section of the Contract is hereby amended, in part, as follows:

- a. Elevators: The following equipment parts and components are not included in the monthly maintenance cost: ~~interior of car enclosure, finished floor covering,~~ interior of car enclosure finished floor covering, interior paneling, door panels, wall panels, hung ceilings, light diffusers and light bulbs, handrails, mirrors, carpets, hoist way enclosure, **and** hoist way gates and door; ~~the installation of new attachments on the equipment that are non-existent on the award date of this Contract.~~

...

8. Anti-Human Trafficking. By execution of this First Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

9. In the event of any conflict or ambiguity between this First Amendment and the Contract, the Parties agree that this First Amendment shall control. The Contract, as amended by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, contracts, or understandings concerning the subject matter hereof that are not contained in the Contract as amended by this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or contracts, whether oral or written.

10. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Contract.

12. The effective date of this First Amendment shall be the date of complete execution by the Parties.

13. This First Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County, by and through its Director of Purchasing, authorized to award and execute same pursuant to the Broward County Procurement Code; and Oracle Elevator Holdco, Inc., dba Elevated Facility Services, signing by and through its duly authorized representative.

County

Broward County, by and through
its Director of Purchasing

By *Jeannette Ferrell* Digitally signed by on behalf
of the Director Purchasing
Date: 2025.07.03 10:44:25
-04'00'
Robert Gleason, Director of Purchasing

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By JASON J. KRUSZKA Digitally signed by JASON
J. KRUSZKA
Date: 2025.05.15 12:24:46
-04'00'
Jason Kruszka (Date)
Assistant County Attorney

By Al A DiCalvo Digitally signed by Al A
DiCalvo
Date: 2025.05.15 14:36:13
-04'00'
Al A DiCalvo (Date)
Senior Assistant County Attorney

JK/AAD
Amendment 1 - BLD2127645B1_2
5/07/25

FIRST AMENDMENT TO CONTRACT BETWEEN BROWARD COUNTY AND
ORACLE HOLDCO, INC. DBA ELEVATED FACILITY SERVICES
FOR ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES

Contractor

ATTEST:

Secretary

(Print Name)

(Seal)

OR

WITNESS:

Signature

Print Name

Oracle Elevator Holdco, Inc. dba Elevated
Facility Services

By _____

Authorized Signer

Michael A. West

Oracle Elevator Holdco, Inc.

(Print Name and Title)
Senior Vice President

14 day of May, 2025

EXHIBIT A-1
Additional Locations and Units, and Corresponding Pay Items

1. The following additional locations and units are added to the Contract, together with the corresponding new pay items detailed in the following page.

Additional locations and units

- Item BLD2127645B1--02-49 - FMD - Group 1: PM and Repair Services-Supervisor of Elections Building Elev BCID No. 51436
- Item BLD2127645B1--02-50 - FMD - Group 1: PM and Repair Services-Supervisor of Elections Building Elev BCID No. 51437
- Item BLD2127645B1--02-51 - FMD - Group 1: PM and Repair Services-Supervisor of Elections Building Elev BCID No. 23-00270
- Item BLD2127645B1--02-52 - FMD - Group 1: PM and Repair Services-Supervisor of Elections Building Elev BCID No. 23-00271
- Item BLD2127645B1--03-106 - FMD - Group 2: PM and Repair Services-Government Center West Esc BCID No. 22-00259
- Item BLD2127645B1--03-107 - FMD - Group 2: PM and Repair Services-Government Center West Esc BCID No. 22-00261
- Item BLD2127645B1--03-108 - FMD - Group 2: PM and Repair Services-PSB Esc BCID No. 44975
- Item BLD2127645B1--03-109 - FMD - Group 2: PM and Repair Services-PSB Esc BCID No. 44976
- Item BLD2127645B1--03-110 - FMD - Group 2: PM and Repair Services-Central Broward Stadium - Cricket Elev BCID No. 24-00069

Locations and corresponding new pay items

Building Name				
Supervisor of Elections Building	4650 NW 21 ST Avenue, Fort Lauderdale, FL 33309	Elevator	51436	\$250
Supervisor of Elections Building	4650 NW 21 ST Avenue, Fort Lauderdale, FL 33309	Elevator	51437	\$250
Supervisor of Elections Building	4650 NW 21 ST Avenue, Fort Lauderdale, FL 33309	Elevator	23-00270	\$450
Supervisor of Elections Building	4650 NW 21 ST Avenue, Fort Lauderdale, FL 33309	Elevator	23-00271	\$450
Government Center West	1 N. University Drive, Fort Lauderdale, FL 33324	Escalator	22-00259	\$800
Government Center West	1 N. University Drive, Fort Lauderdale, FL 33324	Escalator	22-00261	\$800
PSB Ron Cochran Bldg.	2601 W Broward Blvd., Fort Lauderdale, FL 33312	Escalator	44975	\$800
PSB Ron Cochran Bldg.	2601 W Broward Blvd., Fort Lauderdale, FL 33312	Escalator	44976	\$800
Central Broward Stadium - Cricket	3700 NW 11 th Place, Lauderhill, FL 33311	Elevator	24-00069	\$220