

**SECOND AMENDMENT TO CONTRACT BETWEEN BROWARD COUNTY AND
ORACLE HOLDCO, INC., D/B/A ELEVATED FACILITY SERVICES
FOR ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES**

This Second Amendment (“Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Oracle Elevator Holdco, Inc. d/b/a 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 “Original Contract”), with an initial two-year term commencing on January 7, 2025, and continuing through January 6, 2027, with three optional one-year renewals.

B. The Parties entered into a First Amendment (“First Amendment”) to the Original Contract on July 3, 2025, to add four additional locations with a total of nine additional units, increase the initial two-year maximum contract amount by \$106,040, and increase the maximum for each of the three one-year renewal periods by \$57,840, for a new total five-year potential maximum contract amount of \$4,780,905. The Original Contract, as amended by the First Amendment, is referred to as the “Contract.”

C. On December 9, 2025, the Board approved Winter Recess 2025 Agenda Item No. 19, which authorized the County Administrator to approve a \$300,000 threshold increase to the initial two-year maximum contract amount, for a new total five-year potential maximum contract amount of \$5,080,905.

D. The Parties now desire to further amend the Contract to add 22 additional units located at the Convention Center and North Port Garage, as set forth in **Exhibit A-1**, attached hereto and incorporated as a supplement to the Contract’s existing Exhibit A-1, and increase the initial two-year maximum contract amount by \$275,690, and increase the maximum for each of the three one-year renewal periods by \$174,120, for a new total five-year potential maximum contract amount of \$5,878,955.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are 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 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 Amendment are indicated 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 amended to add 22 additional units, at the locations and corresponding monthly service rates detailed in **Exhibit A-1**.

4. The initial two-year maximum contract amount is increased by \$275,690, and the maximum contract amount for each of the three one-year renewal periods is increased by \$174,120, resulting in an increase in the potential five-year maximum contract amount by \$798,050, from \$5,080,905 to \$5,878,955, as set forth in the following table:

Contract Term	Original Contract Total Maximum Contract Amount	First Amendment Increase to Maximum Contract Amount	Threshold Increase Approved During Winter Recess	Second Amendment Increase to Maximum Contract Amount	Amended Total Maximum Contract Amount
Initial Term 1/7/25 – 1/6/27	\$1,800,538	\$106,040	\$300,000	\$275,690 ((\$14,510 per month x 19 mths)	\$2,482,268
Renewal 1 1/7/27 – 1/6/28	\$900,269	\$57,840	NA	\$174,120	\$1,132,229
Renewal 2 1/7/28 – 1/6/29	\$900,269	\$57,840	NA	\$174,120	\$1,132,229
Renewal 3 1/7/29 – 1/6/30	\$900,269	\$57,840	NA	\$174,120	\$1,132,229
Total Potential Five-year Maximum Contract Amount	\$4,501,345	\$279,560	\$300,000	\$798,050	\$5,878,955

5. New Section 33 is added to the Terms and Conditions of the Contract within the General Conditions of the Contract to read as follows (bold/underlining omitted):

33. Emergency Response. If the Contract is for goods or services related to emergency response for a natural emergency, then in the event of any breach of this Contract and Amendment by Contractor during an emergency recovery period, Contractor must pay County a \$5,000 penalty plus damages, which shall be actual and consequential or, if specified in the Agreement, liquidated damages, in accordance with Section 252.505,

Florida Statutes.

6. In the event of any conflict or ambiguity between this Amendment and the Contract, the Parties agree that this Amendment shall control. The Contract, as amended by this 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 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.
7. Preparation of this 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.
8. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Contract.
9. The effective date of this Amendment shall be the date of complete execution by the Parties.
10. This Amendment may be executed in multiple origins 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 have made and executed this Amendment: Broward County, by and through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20___; and Oracle Elevator Holdco, Inc., d/b/a Elevated Facility Services, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ 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

JASON J. Digitally signed by JASON J.
KRUSZKA
Date: 2026.01.05 16:45:58
-05'00'
By KRUSZKA
Jason Kruszka (Date)
Assistant County Attorney

Digitally signed by Michael
Kerr
Date: 2026.01.05 17:41:40
-05'00'
By Michael Kerr (Date)
Michael J. Kerr
Chief Counsel

JK/AAD
Amendment 2 - BLD2127645B1_2 FINAL-FOR EXECUTION
12/29/25

**SECOND AMENDMENT TO CONTRACT BETWEEN BROWARD COUNTY AND
ORACLE HOLDCO, INC., D/B/A ELEVATED FACILITY SERVICES
FOR ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES**

Contractor

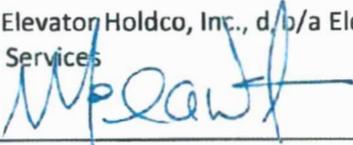
ATTEST:

Secretary

(Print Name)

(Seal)

Oracle Elevator Holdco, Inc., d/b/a Elevated
Facility Services

By 
Authorized Signer

Michael A. West, Senior Vice President
(Print Name and Title)

5 day of January, 2026.

OR

WITNESS:

Signature

Wily Leon
Print Name

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

1. The following additional locations are added to existing Bid Items in the Contract, with the corresponding new pay items detailed below.

Additional locations and units

- Item BLD2127645B1-01-91 - FMD - Group 1: PM and Repair Services - North Port Garage Elev BCID No. 0205279
- Item BLD2127645B1-01-92 - FMD - Group 1: PM and Repair Services- North Port Garage Elev BCID No. 43595
- Item BLD2127645B1-01-93 – FMD - Group 1: PM and Repair Services- North Port Garage Elev BCID No. 43596
- Item BLD2127645B1-02-162 - FMD - Group 2: PM and Repair Services- Convention Center Elev #7 BCID No. 21-00059
- Item BLD2127645B1-02-163 – FMD - Group 2: PM and Repair Services- Convention Center Elev #4 BCID No. 21-00056
- Item BLD2127645B1-02-164 – FMD - Group 2: PM and Repair Services- Convention Center Elev #1 North Side BCID No. 43806
- Item BLD2127645B1-02-165 – FMD - Group 2: PM and Repair Services- Convention Center Elev #2 South Side BCID No. 0202285
- Item BLD2127645B1-02-166 – FMD - Group 2: PM and Repair Services- Convention Center Elev #5 Freight BCID No. 21-00058
- Item BLD2127645B1-02-167 – FMD - Group 2: PM and Repair Services- Convention Center Elev #6 Service Car 2 BCID No. 21-00057
- Item BLD2127645B1-02-168 – FMD - Group 2: PM and Repair Services- Convention Center Escalator #2 Freight BCID No. 43807
- Item BLD2127645B1-02-169 – FMD - Group 2: PM and Repair Services- Convention Center Escalator #1 BCID No. 43805
- Item BLD2127645B1-02-170 – FMD - Group 2: PM and Repair Services- Convention Center Escalator #2 Freight BCID No. 43802
- Item BLD2127645B1-02-171 – FMD - Group 2: PM and Repair Services- Convention Center Escalator #3 Freight BCID No. 43801

- Item BLD2127645B1-02-172 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #4 BCID No. 43800
- Item BLD2127645B1-02-173 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #5 BCID No. 43803
- Item BLD2127645B1-02-174 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #6 BCID No. 43804
- Item BLD2127645B1-02-175 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #7 BCID No. 43799
- Item BLD2127645B1-02-176 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #8 BCID No. 43798
- Item BLD2127645B1-02-177 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #9 BCID No. 0201428
- Item BLD2127645B1-02-178 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #10 BCID No. 0201429
- Item BLD2127645B1-02-179 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #11 BCID No. 0201430
- Item BLD2127645B1-02-180 – FMD - Group 2: PM and Repair Services-
Convention Center Escalator #12 BCID No. 0201431

Locations and corresponding new pay items

Building Name	Location/Address	Unit Type	BCID No.	Maximum Monthly Cost
North Port Garage	1999 SE 20 TH Street, Fort Lauderdale, FL 33316	Elevator	0205279	\$395
North Port Garage	1999 SE 20 TH Street, Fort Lauderdale, FL 33316	Elevator	43595	\$395
North Port Garage	1999 SE 20 TH Street, Fort Lauderdale, FL 33316	Elevator	43596	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Elevator #7	21-00059	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Elevator #4	21-00056	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Elevator #1 North side	43806	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Elevator #3 South side	0202285	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Elevator # 5 Freight	21-00058	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Elevator #6 Service Car 2	21-00057	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #2 Freight	43807	\$395
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #1	43805	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #2	43802	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #3	43801	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #4	43800	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #5	43803	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #6	43804	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #7	43799	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #8	43798	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #9	0201428	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #10	0201429	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #11	0201430	\$880
Convention Center	1950 Eisenhower Blvd. Fort Lauderdale, FL 33316	Escalator #12	0201431	\$880
TOTAL MAXIMUM MONTHLY COST:				\$14,510

SERVICES:

Furnishing of all labor, materials, equipment, services, and incidentals for Elevator Maintenance Services as described in the Contract at various locations within Broward County.