

**CONTRACT FOR**  
**EP/GS/DEAM/2508-1260035/ Elevator Modernization**



**Atlanta, Georgia**

**Andre Dickens**  
**Mayor**  
**City of Atlanta**

**Chris Davis**  
**Commissioner**  
**Department of Enterprise Asset Management**

**Chandra Houston**  
**Chief Procurement Officer**  
**Department of Procurement**

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**EP/GS/DEAM/2508-1260035  
Elevator Modernization**

<b>Contract Name:</b> Elevator Modernization	<b>Contract No.</b> EP/GS/DEAM/2508-1260035
<b>Service Provider Name:</b> TK Elevator Corporation	<b>City of Atlanta Using Agency:</b> Department of Enterprise Asset Management
<b>Address:</b> 788 Circle 75 Parkway SE Suite 500 Atlanta, Georgia 30339	<b>Address:</b> 185 Ted Turner Suite 300 Atlanta, Georgia 30303
<b>Phone:</b> 678-904-4294	<b>Phone:</b> 404-805-2145
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<b>Authorized Representative:</b> Giavani Smith-Vickers	<b>Authorized Representative:</b> Mark Harclerode

**THIS EMERGENCY PROCUREMENT AGREEMENT, EP/GS/DEAM/2508-1260035** (this “Agreement”) between the City of Atlanta (the “City”), a Georgia Municipal Corporation, and TK Elevator Corporation (“Service Provider”) is entered into and effective on this 4th day of November, 2025 (the “Effective Date”). City and Service Provider may be collectively referred to as the “Parties” or individually as a “Party.”

**WHEREAS**, pursuant to City of Atlanta Code of Ordinances (“Code”) §2-1192, the Chief Procurement Officer is authorized to enter into this Agreement for the purchase of elevator modernization on behalf of the City’s Department of Enterprise Asset Management (“DWM”); and

**WHEREAS**, Service Provider has agreed to provide such services as outlined within this Agreement and more specifically within Exhibit A of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Interpretation.**

- 1.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Agreement documents, including in Exhibit B attached hereto.
- 1.2 If there is a conflict between any of the Agreement documents, precedence shall be given in the following order:<sup>1</sup>
1. Agreement
  2. Exhibit A – Scope of Services
  3. Exhibit A.1 – Compensation
  4. Exhibit B – Definitions
  5. Exhibit C – Authorization
  6. Exhibit D – City Security Policies
  7. Exhibit E – Dispute Resolution Procedure
  8. Exhibit F – Task Order Form (*Not Applicable*)
  9. Exhibit G – Additional Agreement Documents
  10. Appendix A – Office of Contract Compliance Requirements (*Not applicable*)
  11. Appendix B – Insurance and Bonding Requirements
- 1.3 If the application of the foregoing procedure fails to resolve the discrepancy, unless Service Provider sought and obtained the clarification of the discrepancy prior to entering into this Agreement, the discrepancy shall be resolved by construing the provision in favor of the City and in such a manner as will further the City’s best interests.

2. **Term and Renewal Options.**

- 2.1 This Agreement is effective as of the Effective Date written above and is authorized to continue in effect for a period of three (3) years, unless earlier terminated in accordance with a termination provision later set forth in this Agreement or upon written notice by the City that the emergency giving rise to this procurement has abated. In the event this Agreement is not earlier terminated, the City, in its sole discretion, is authorized to exercise up to zero (0) additional renewal options each for a period of zero (0) additional year(s). Any authorized period of the Agreement including any renewal period shall be referred to as the “Term.” In the event the City elects to exercise any option to renew, such renewal option will be exercised according to the following procedures:
- 2.2 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by the City's Council and Mayor prior to the expiration of the Term. The legislation will establish the date of such renewal.
- 2.3 If such legislation is enacted, City will notify Service Provider of such renewal within fifteen (15) days prior to the expiration of the Agreement, at which time Service Provider shall be bound to provide Services during such renewal period, without the need for the Parties to execute any further documents evidencing such renewal. Service Provider acknowledges that

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<sup>1</sup> For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

its initial execution of this Agreement is deemed its agreement to continue to provide Services during, any renewal period in accordance with the terms and conditions of this Agreement.

3. **Authorization.** This Agreement is authorized by the Chief Procurement Officer via an emergency procurement designation in accordance with Code §2-1192 which is attached hereto as Exhibit C.

4. **Services.**

4.1 **Description of Services.** Service Provider shall provide the services described generally on Exhibit A attached hereto, and if applicable, as may be further described on any and all task orders issued pursuant to the section entitled "Task Orders" below (individually, a "Task Order" and, collectively, the "Task Orders") (the "Services"). If any Services to be performed are not specifically included but are reasonably necessary to accomplish the purpose of the Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described.

4.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of the Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in a proper, qualified, professional, and high-quality working and performing order.

4.3 **Quantity of Services.** City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

5. **Funding.** In accordance with Exhibit C herein, the City has authorized a total expenditure of up to Seven Million One Hundred Forty Nine Thousand One Hundred Dollars and Zero Cents (\$7,149,100.00) under this Agreement (the "Maximum Payment Amount").

6. **Task Orders.**

6.1 If applicable, Task Orders under this Agreement may be issued by City without further legislative approval pursuant to Code §2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer. City, at its sole discretion, may unilaterally issue Task Orders for Services for which Charges are established in this Agreement. Service Provider shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of this Agreement.

6.2 Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative

of Service Provider and City. Each Task Order shall be in the form of the Task Order Form attached hereto as Exhibit F, unless the Parties mutually agreed upon a different form.

7. **Change Documents.**

- 7.1 This section will govern changes to this Agreement whether or not such changes involve an increase in the Maximum Payment Amount. In accordance with Code §2-1292, changes in the Services or other aspect of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>2</sup> All changes shall be implemented pursuant to this section and any Applicable Law.
- 7.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:
- (a) Change Documents involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code §2-1292;
  - (b) Change Documents involving no increase to the Maximum Payment Amount, changes in the value of the Charges, or changes in the terms or amounts of compensation executed between City and Service Provider pursuant to Code §2-1292(d); and
  - (c) Unilateral Change Documents issued by City pursuant to Code §2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges, or changes in the terms or amounts of compensation.
- 7.3 Change Documents that do not involve an increase in the Maximum Payment Amount may be executed pursuant to Code §2-1292(d) either bilaterally or unilaterally by City.
- 7.4 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“City Change Request”). Within ten (10) Business Days of issuance of City’s Change Request, Service Provider shall evaluate it and submit a written response to the City’s Change Request (“Service Provider Proposed Change Document”). If Service Provider does not respond to the City Change Request within ten (10) Business Days of receipt, it shall be deemed that Service Provider agrees with the proposed change. A City Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.
- 7.5 Service Provider may, without receiving a City Change Request, on its own submit a Service Provider Proposed Change Document to the City’s Authorized Representative describing its own proposed change to the Agreement.
- 7.6 Each Service Provider Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Service Provider Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) Business Days. City shall review and may provide Service

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g., Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

Provider with comments regarding a Service Provider Proposed Change Document, and Service Provider shall respond to such comments, if any. A Service Provider Proposed Change Document will become effective only when executed by an authorized representative of City.

- 7.7 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount and Service Provider shall, in good faith, evaluate such proposed City Change Request. If City and Service Provider are able to reach agreement on such City Change Request, each will execute a Change Document concerning such City Change Request pursuant to Code §2-1292(d). Nothing in this Agreement shall, in the event of a disagreement between City and Service Provider concerning a proposed City Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code §2-1292(d), and City and Service Provider agree to resolve any dispute pursuant to the Dispute Resolution Procedures set forth in Exhibit E. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

## 8. **Service Provider's Obligations.**

- 8.1 **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.
- 8.2 **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page I of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority, and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.
- 8.3 **Qualifications.** Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history, and performance of Service Provider Personnel.
- 8.4 **Subcontracting.** Except to the extent specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. In the event Service Provider is approved to subcontract any of the Services, Service Provider shall: (i) remain responsible for the performance of Services by its subcontractor(s); (ii) remain City's sole point of contact for the Services; and (iii) be solely responsible for the payment of any subcontractor
- 8.5 **Removal or Substitution of Service Provider Personnel.** Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor without prior written approval from City, except in the case of: (i) retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability, or death of such Service Provider Personnel during the Term of this Agreement; or (ii) such Service Provider Personnel has engaged in willful misconduct or has committed a material breach of

this Agreement, in which case removal shall be effectuated by Service Provider immediately after Service Provider becomes aware of such misconduct or breach. Notwithstanding anything herein to the contrary, within seven (7) Business Days after Service Provider's receipt of a notice from City that the continued assignment of any Service Provider Personnel under this Agreement is not in the best interests of City, Service Provider shall immediately remove such Service Provider Personnel.

8.6 Replacement of Service Provider Personnel. Following any removal of Service Provider Personnel, Service Provider will within fifteen (15) Business Days identify in writing to City, a suitable replacement for immediate assignment under this Agreement. Service Provider shall assume all costs associated with the replacement of any Service Provider Personnel.

8.7 Service Provider Key Personnel and Key Subcontractor.

8.7.1 The following Persons are identified by Service Provider as Service Provider Key Personnel under this Agreement:

(a) Giavani Smith-Vickers,

8.7.2 The following Persons are identified by Service Provider as Key Subcontractor under this Agreement:

(a) N/A.

8.8 Conflicts of Interest. In accordance with Code §2-813, Service Provider shall immediately notify City, in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of the Services or in the fulfillment of the requirements of this Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

8.9 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

9. City's Authorized Representative.

9.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

9.2 City's Right to Review and Reject. Any Work Product, Service, or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical, or unsuited in any way for the purposes for which

the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

**10. Payment Procedures.**

- 10.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth on Exhibit A.1 of this Agreement, or, as set forth in an applicable Task Order appropriately issued under this Agreement.
- 10.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with this Agreement. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not specified in this Agreement, Service Provider shall invoice City monthly for Services rendered.
- 10.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) Business Days of receipt of such refund.
- 10.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Maximum Payment Amount for all Services rendered pursuant to this Agreement.
- 10.5 Payment. Unless otherwise specified in the Agreement, City shall endeavor to pay all undisputed Charges within thirty (30) Business Days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the foregoing, unless otherwise provided, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) Business Days of the date of receipt by City.
- 10.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) Business Days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) Business Days of the date City notifies Service Provider of the disputed amount.
- 10.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 10.8 Payment of Other Persons. In accordance with Code §2-1211, prior to the issuance of final payment from City, Service Provider shall certify to City, in writing in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

11. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term and, if applicable, any subsequent Task Order performance period, Service Provider warrants to City that:
- 11.1 **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
- 11.2 **Validity of Agreement.** This Agreement has been duly and validly executed and delivered by Service Provider and constitutes the valid and binding obligation of Service Provider, enforceable in accordance with its terms.
- 11.3 **Professional Standards.** The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.
- 11.4 **Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance, and support of all Services shall conform in all material respects to the description of such Services in this Agreement.
- 11.5 **Materials and Equipment.** Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.
- 11.6 **Originality and Title to Concepts, Materials, and Goods.** If applicable and in accordance with Code §§2-1294 and 2-1295, Service Provider represents and warrants that all processes, procedures, Work Product, materials and methodologies used by Service Provider or any Service Provider Personnel, or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, (i) are wholly original with the Service Provider or Service Provider Personnel or Service Provider has secured all applicable interests, rights, licenses, permits or other Intellectual Property Rights; (ii) shall not violate the rights of publicity or privacy of, or constitute a libel or slander against, any Third Party; and (iii) shall not infringe or misappropriate the Intellectual Property Rights of a Third Party. Service Provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.
- 11.7 **Contingent Fees Prohibited.** In accordance with Code §2-1485, it has not employed or retained any company or Person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement; and that Service Provider has not paid or agreed to pay any Person other than a bona fide employee working for Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this

Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

**12. Compliance with Laws.**

- 12.1 General. Service Provider will perform the Services in compliance with all Applicable Laws.
- 12.2 City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.
- 12.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

**13. Data Security.**

- 13.1 Service Provider Data Security Obligations. To the extent that Service Provider accesses or processes any data received from or on behalf of City under this Agreement ("City data"), Service Provider shall at all times:
  - (a) act only on the instructions of City;
  - (b) not transfer City data to another party without City's prior written consent;
  - (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, access, loss, destruction, disclosure, and damage of such City data;
  - (d) immediately notify City upon any breach, potential breach, or unauthorized access to City data;
  - (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and upon City's request, facilitate City's interaction with governmental agencies.
- 13.2 Data Ownership. To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, all City data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to City by the Service Provider upon request or upon completion, expiration, termination, or cancellation of this Agreement. The foregoing sentence does not apply if the City's Chief Information Security Officer or delegate authorizes in writing the Service Provider to sanitize and/or destroy the data and the Service Provider certifies, in writing, that the sanitization and/or destruction of the data has occurred. Within ninety (90) calendar days following any remittance of City data to City, Service Provider shall, unless otherwise instructed by City in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization, or destruction of date will be at the Service Provider's sole cost and expense.
- 13.3 Information Security Program. To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this

Agreement, Service Provider shall establish a written information security program (“ISP”) containing appropriate administrative, technical, and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with Applicable Laws.

#### 13.4 Data Security Incident.

13.4.1 Notification. If Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City data (an “Incident”), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall immediately notify City of an Incident, but in no event later than forty-eight (48) hours.

13.4.2 Other Service Provider Obligations. In the event that an Incident causes release of Personal Information of individuals, Service Provider shall, to the extent legally required or otherwise necessary, notify the individuals of potential harm, and bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishing a call center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) if applicable based on the nature of the of the Incident, one (1) year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.

13.4.3 City Data Policies. Service Provider shall comply with Code §2-234.1, any City Security Policies included in Exhibit D, and any additional City Security Policies that the City may provide during the Term of this Agreement. Service Provider shall ensure that all Service Provider Personnel comply with the same.

13.5 Data Residency and Location. Service Provider shall ensure that all City data (including Personal Information) processed, stored, or transmitted in connection with this Agreement shall remain within the territorial boundaries of the United States of America unless required by Applicable Law or with prior written consent from the City. In such event, any transfer of data outside of the United States must comply with relevant data protection regulations and require appropriate safeguards to ensure data security and privacy.

13.6 Access to City Network. To the extent Service Provider accesses any City technology assets, the Service Provider shall comply with the following:

13.6.1 Access Request. Service Provider shall not permit any Service Provider Personnel to connect to the City’s network without the City’s prior written approval. Service Provider must submit to the City a formal request for access, which may be granted or denied at the City’s sole discretion. To ensure compatibility, security, and compliance with the City’s IT requirements, before any access to City technology assets is granted, the Service Provider shall provide details on technical specifications and interface requirements as indicated hereinbelow.

13.6.2 Technical Specifications Description. Service Provider shall provide a comprehensive description of the technical specifications/data architecture to be utilized in connection with the services/products delivered under this Agreement. This description shall include:

- (a) The overall design and structure of the data system;
- (b) Details on data storage, processing, and retrieval methods;
- (c) Data models, including the organization of databases, tables, and entities;
- (d) The flow of data between systems, including how data is ingested, processed, stored, and accessed;
- (e) Security measures at all levels of the architecture, including encryption, access control, and data integrity protections;
- (f) Any cloud or on-premise infrastructure utilized, including relevant configurations; and
- (g) Such other information as the City may reasonably request.

13.6.3 Required Interfaces and Integration Details. Service Provider shall provide a detailed description of all interfaces required for the integration of the data system, including technical details such as Application Programming Interfaces (APIs), Data Exchange Formats, Data Transfer Mechanisms, Data Synchronization Methods, Error Handling Protocols, and Network and Connectivity Specifications, and Information on the network architecture required for seamless data exchange, including bandwidth requirements and connectivity protocols.

13.6.4 Technical Documentation and Updates. Service Provider shall provide and maintain up-to-date technical documentation detailing the architecture, data flow, and integration interfaces. This documentation shall be delivered to the City upon request and updated as necessary during the term of the Agreement to reflect changes, upgrades, or modifications to the system.

13.6.5 Compliance and Data Governance. Service Provider's data architecture, interfaces, data transfer, and data storage shall comply with all Applicable Law and standards related to data security, privacy, and governance, and shall adhere to best practices for data protection.

14. **Business Continuity; Disaster Recovery.** Throughout the Term of this Agreement, Service Provider shall maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

15. **Confidential Information.**

15.1 Handling of Confidential Information. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential

Information of the other in trust and confidence and will not disclose it to any Person or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

15.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty-six (36) hours prior notice either by facsimile or via both electronic mail and certified mail to the City's Authorized Representative of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

16. **Work Product.**

16.1 If applicable, and except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its Service Provider Personnel exclusively for City under this Agreement, and all Intellectual Property Rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of City. Any of Service Provider's works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider grants the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product exclusively developed for City under this Agreement.

16.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

16.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

16.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider may not originally vest in City by operation of Applicable Law,

Service Provider shall immediately upon request, unconditionally and irrevocably assign, transfer, and convey to City all rights, title and interest in the Work Product.

- 16.5 Without any additional cost to City, Service Provider shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register, and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

**17. Audit and Inspection Rights.**

- 17.1 Service Provider shall maintain complete and accurate books, records, and accounts to support and document performance under this Agreement ("Service Provider Records") by Service Provider, or Service Provider Personnel. Service Provider shall keep, at no additional cost to City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by Applicable Law, if longer. In accordance with Code §§2-1208 and 2-1209, the Service Provider Records may be inspected, audited, and copied by City or City's Authorized Representative during normal business hours and at such reasonable times as City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel reveal that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.
- 17.2 Upon City's request, Service Provider shall provide a copy of its latest operations audit for Facilities not managed by City that are used to provide services under this Agreement. Each report shall cover a twelve (12) month period during the Term. Such audits may be on a rotating site basis where operations and procedures of Service Provider and Service Provider Personnel comply in all aspects of this Agreement. Service Provider shall provide City with a copy of each report prepared in connection with each such audit within thirty (30) Business Days after it prepares or receives such report. City may consult with all Third Party auditors and review Third Party audit reports for any reviews which were conducted and are relevant to the Services.
- 17.3 During regular business hours, but no more frequently than once every twelve (12) months, City may, at its sole expense, perform an audit of Service Provider's operations which shall not be duplicative of any other audits required by this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be no more than thirty (30) Business Days after City's written request of time, location, and duration), subject to reasonable postponement by Service Provider or Service Provider Personnel upon Service Provider or Service Provider Personnel's request, provided however, that no such postponement shall exceed thirty (30) Business Days, unless agreed to in writing by the Parties. Service Provider or Service Provider Personnel shall provide City with a copy of each report prepared in connection with any such audit no more than thirty (30) Business Days after Service Provider or Service Provider Personnel receives such report. Service Provider or Service Provider Personnel shall promptly act at its expense to correct those matters or items identified in any such audit that require correction.

- 17.4 Upon written notice and at a mutually acceptable time, City or City Representatives may audit, test and inspect: (i) Service Provider’s ISP; (ii) Service Provider’s Facilities; (iii) Service Provider’s Business Continuity and Disaster Recovery Plans; and, (iv) Service Provider Personnel locations, as well as other Service Provider resources, including systems equipment, operational environments, support locations, recovery processes, data centers, backup locations and call centers used to provide services under this Agreement. This information security audit is in addition to other audit rights granted herein. Service Provider or Service Provider Personnel shall promptly take action at its expense to correct all issues identified by an information security audit that City, in its reasonable discretion, identifies as requiring correction. Service Provider shall ensure that all Service Provider Personnel maintain adequate policies, procedures and controls designed to ensure that such Service Provider Personnel will protect City Confidential Information in the same manner that Service Provider is required to protect City Confidential Information under this Agreement. Upon the request of City, Service Provider shall deliver to City such information as may be reasonably requested by City related to Service Provider’s oversight of any Service Provider Personnel, including any findings by Service Provider that any Service Provider Personnel is not in compliance with the information security requirements set forth in this Agreement.
- 17.5 If performed, Service Provider shall provide annually at its expense its most recent American Institute of Certified Public Accountants (“AICPA”) System and Organization Control (“SOC”) reports (or any successor reports thereto) pertaining to the service obligations of Service Provider under this Agreement and covering the most recent consecutive twelve (12) month period during the Term. Service Provider shall provide City a copy of each report within thirty (30) calendar days after Service Provider receives such report. Additionally, Service Provider shall provide City with a copy of Service Provider’s ISO reports or other similar reports, if any. Service Provider shall inform City of any internal auditing capability it possesses and permit City to consult with such auditors at reasonable times.

**18. Indemnification by Service Provider.**

- 18.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, “City Indemnitees”), harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest, and penalties) arising from claims or actions based upon:
- (a) Service Provider’s or Service Provider Personnel’s performance, non-performance, or breach of this Agreement;
  - (b) compensation or benefits of any kind, by or on behalf of Service Provider or Service Provider Personnel, claiming an employment or other relationship with Service Provider or such Service Provider Personnel (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider or Service Provider Personnel);
  - (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or

omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

18.2 **Intellectual Property Indemnification by Service Provider.** Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider or any Service Provider Personnel, or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (a) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (b) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (c) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (d) create a feasible workaround that would not have any adverse impact on City.

18.3 **Indemnification by City.** In accordance with O.C.G.A. § 50-5-64.1(a)(1), the City is prohibited from defending, indemnifying, or holding harmless any other person. Any provision within this Agreement or Additional Terms (as defined hereinbelow) purporting to require the City to defend, indemnify or hold harmless any other person shall be void as a matter of law.

19. **Limitation of Liability.**

19.1 **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR SERVICE PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY SERVICE PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR

NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 19.2 **Exceptions to Limitations.** The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death, or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the section entitled "Confidential Information;" or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.
20. **Insurance and Bonding Requirements.** Service Provider shall comply with all insurance and bonding requirements set forth on Appendix B.
21. **Suspension of Services.** In accordance with Code §2-1291(2), City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or Facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.
22. **Termination.**
- 22.1 **Termination by City for Cause.**
- 22.1.1 In accordance with Code §2-1291(7), City may at its option, by giving written notice to Service Provider, terminate this Agreement or any applicable Task Order:
- (a) for a material breach of this Agreement by Service Provider that is not cured by Service Provider within seven (7) Business Days of the date on which City provides written notice of such breach;
  - (b) immediately for a material breach of this Agreement by Service Provider that is not reasonably curable within seven (7) Business Days;
  - (c) immediately upon written notice for numerous breaches of this Agreement by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
  - (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinance.
- 22.1.2 If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the section entitled "Termination by City for Convenience."

- 22.1.3 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion.
- 22.2 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) Business Days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.
- 22.3 Termination by City for Convenience. In accordance with Code §2-1291(8) and at any time during the Term of this Agreement, City may terminate this Agreement, or any applicable Task Order, for convenience upon fourteen (14) Business Days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) Business Days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.
- 22.4 Termination for Lack of Appropriations. The City's financial obligations for the Agreement are contingent upon sufficient funding for the Agreement being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City. Pursuant to O.C.G.A § 36-60-13(a)(1), this Agreement shall terminate absolutely and without further obligation on the part of the City upon funding not being appropriated for the Agreement.
- 22.5 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, data and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v)

continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

**23. Dispute Resolution.**

- 23.1 Parties' Obligations During Dispute Resolution. All disputes under this Agreement or concerning Services shall be resolved under this section and in Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.
- 23.2 Governing Law. In accordance with O.C.G.A. § 50-5-64.1(a)(2)(C), this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 23.3 Jurisdiction and Venue. In accordance with O.C.G.A. § 50-5-64.1(a)(2)(B), the Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 23.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the section titled "Confidential Information," which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

**24. Ethics in Contracting.**

- 24.1 Prohibition against Contracting with Predatory or High Cost Lenders. In accordance with Code §2-1213, by execution of this Agreement, Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is Service Provider an Affiliate of a predatory lender or a high cost lender, as defined by Code §§58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.
- 24.2 Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify City immediately of any information provided to City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to City and take corrective action. Service Provider further agrees to notify City immediately of any actions or information that it believes would constitute fraud or misrepresentation to City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by City regarding the Integrity Line at the location to which

Service Provider employees report to perform the Services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of Service Provider or any Service Provider Personnel may result in suspension or debarment of Service Provider; and City may pursue any other actions or remedies that City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

#### 24.3 Labor Trafficking Prohibitions.

24.3.1 Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in human trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, and (e) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

24.3.2 Service Provider agrees that Service Provider, its subcontractors, vendors, and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

24.3.3 Any violation of the provisions contained herein, in whole or in part, may result in: (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, Code §2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

24.4 Illegal Immigration Reform and Enforcement Act. For the entire Term of this Agreement, Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (O.C.G.A. §13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Service Provider's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Service Provider's subcontractors and sub-subcontractors that perform all or part of the Services in this Agreement.

For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

- 24.5 Gratuities and Kickbacks. In accordance with the Code, §2-1484, as may be amended, it shall be unethical for any Person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another Person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal there for. Additionally, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any Person associated therewith as an inducement for the award of a subcontract or order.
- 24.6 Lobbyist Requirements. Pursuant to the Georgia Government Transparency and Campaign Finance Act (O.C.G.A. §21-5-1 et. seq.), Artist shall not engage in lobbying unless it has registered with the Georgia Government Transparency & Campaign Finance Commission. Artist shall comply with all applicable provisions of the Georgia Government Transparency and Campaign Finance Act, including without limitation filing supplemental registrations, renewing its registration annually and filing all required disclosure reports.
- 24.7 City Equal Employment Opportunity (“EEO”) Provision. Service Provider shall comply with Code §§2-1200 and 2-1414 as follows during the performance of the Agreement:
- 24.7.1 Service Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words “shall not discriminate” shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Service Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- 24.7.2 Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 24.7.3 Service Provider shall send to each labor union or representative of workers with which Service Provider may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Service Provider's commitments under the equal employment opportunity program of the City and under the Code and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Service Provider shall register all workers

in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- 24.7.4 Service Provider shall furnish all information and reports required by the City's Contract Compliance Officer pursuant to Code §§2-1200 and 2-1414, and shall permit access to the books, records, and accounts of Service Provider, during normal business hours, by the Contract Compliance Officer for the purpose of determining compliance with the program.
- 24.7.5 Service Provider shall take such action with respect to any Service Provider Personnel as the City may direct as a means of enforcing the provisions of the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Service Provider becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the equal employment opportunity program of the City; and, in the case of contracts receiving federal assistance, Service Provider or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 24.7.6 Service Provider and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by The Contract Compliance Officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Service Provider and its subcontractors.
- 24.7.7 Service Provider shall include the requirements set forth in sections 24.7.1 through 24.7.2 of this Agreement in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 24.7.8 A finding, as hereinafter provided, that a refusal by Service Provider or its subcontractors to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- (a) Withholding from Service Provider in violation all future payments under this Agreement until it is determined that Service Provider and/or its subcontractors are in compliance with the provisions of this Agreement;
  - (b) Refusal of all future bids for any contract with the City or any of its departments or divisions until such time as Service Provider and/or its subcontractors demonstrate that there has been established and there shall be carried out all of the provisions of the program as provided in Code §§2-1200 and 2-1414;
  - (c) Cancellation of this Agreement; or
  - (d) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the Code, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Service Provider, its subcontractors, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. **Federal Required Clauses.** To the extent this Agreement utilizes any Federal funding, the following provisions shall apply:

25.1 **Federal Equal Employment Opportunity (EEO) Provision.** During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Service Provider must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Service Provider further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

25.2 **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq).**

25.2.1 **Overtime requirements.** If any part of the Services may require or involve the employment of laborers or mechanics, Service Provider shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

25.2.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of this section, the Service Provider shall be liable for the unpaid wages. In addition, Service Provider shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of requirements this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

25.2.3 **Withholding for unpaid wages and liquidated damages.** The City may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any payments due to Service Provider such sums as the City determines necessary to satisfy any liabilities of Service Provider for unpaid wages and liquidated damages as provided in this section.

25.2.4 **Subcontracts.** Service Provider shall insert in any subcontracts the clauses set forth in the subsections immediately above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. However, Service Provider shall remain responsible for compliance by any subcontractor or lower tier subcontractor with the requirements of this section.

25.3 **Clean Air Act and Federal Water Pollution Control Act.**

25.3.1 The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 25.3.2 The Service Provider agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal funding agency and the appropriate Environmental Protection Agency (“EPA”) Regional Office.
- 25.3.3 The Service Provider agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) financed in whole or in part with Federal assistance.
- 25.4 Procurement of Recovered Materials.
- 25.4.1 In the performance of the Agreement, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- (a) competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - (b) in accordance with the Agreement performance requirements; or
  - (c) at a reasonable price.
- 25.4.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- 25.5 Service Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
- 25.6 Access to Records. The following access to records requirements applies to the Agreement:
- 25.6.1 The Service Provider agrees to provide City, the Federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 25.6.2 The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 25.6.3 The Service Provider agrees to provide the Federal funding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 25.7 Department of Homeland Security (“DHS”) Seal, Logo, and Flags. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific the Federal agency’s preapproval.
- 25.8 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

25.9 Program Fraud and False or Fraudulent Statements or Related Acts. The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

26. General.

26.1 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this section; (c) when delivered by electronic mail and by certified mail to the City's Authorized Representative and the City's Department of Procurement or (d) three (3) Business Days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this section.

26.2 Unauthorized Goods or Services. In accordance with Code §2-1291, Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract or agreement that has not received proper legislative authorization or if the Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

26.3 Traffic Control. If applicable and in accordance with Code §§2-1215 and 2-1216, where necessary to comply with or otherwise meet the requirements of the purchase descriptions, including the scope of work or services, Service Provider shall hire off-duty POST certified law enforcement officers employed by an agency having original jurisdiction over actions occurring at the location of the contract performance.

26.4 Unilateral 90-Day Extension of Term. In accordance with Code §2-1206, the City may unilaterally extend the Term of this Agreement once for ninety (90) calendar days. Service Provider acknowledges that its initial execution of this Agreement is deemed its agreement to continue to provide Services during this extension period in accordance with the terms and conditions of this Agreement.

26.5 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No

supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

- 26.6 **Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 26.7 **Publicity.** Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 26.8 **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive Business Days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.
- 26.9 **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 26.10 **Non-Exclusivity.** This Agreement is not exclusive. During the Term of this Agreement, City reserves the right to select other Service Providers, Service Providers and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.
- 26.11 **Further Assurances.** Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 26.12 **No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 26.13 **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 26.14 **Independent Service Provider.** Service Provider is an independent service provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 26.15 **Third Party Beneficiaries.** This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

- 26.16 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 26.17 Entire Agreement. This Agreement contain the entire agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate this Agreement, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 26.18 Specified Excuses for Delay or Nonperformance. Service Provider shall not be entitled to payment or compensation of any kind from City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Service Provider expressly waives and releases any Claim for Delay Damages and agrees that Service Provider's sole and exclusive remedy for any delay shall be an extension of time to perform the services agreed to in this Agreement.
- 26.19 Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.20 Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, this Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

*[Signatures on the following page.]*

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**CITY OF ATLANTA**

**TK Elevator Corporation**

  
\_\_\_\_\_  
Mayor

Signature:  \_\_\_\_\_

Name: Giavani Smith-Vickers

  
\_\_\_\_\_  
Municipal Clerk (Seal)

Title: Contract Analyst

**Approved:**

DocuSigned by:  
  
\_\_\_\_\_  
D9FE75C27567435  
**Department of Enterprise Asset Management  
Commissioner**



DocuSigned by:  
  
\_\_\_\_\_  
BE4520CABE22489  
**Chief Procurement Officer**

**Approved as to form:**

Signed by:  
  
\_\_\_\_\_  
632B0883951244E  
**Assistant City Attorney**

# **EXHIBIT A**

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## **GENERAL SCOPE OF SERVICES**

**Box**

**First\_MeetingDate**

**Second\_MeetingDate**

**Start\_Ref#**

**End\_Ref#**

**MeetingTotal\_Ref#**

**Box**

**First\_MeetingDate**

**Second\_MeetingDate**

**Start\_Ref#**

**End\_Ref#**

**MeetingTotal\_Ref#**

**Box**

**First\_MeetingDate**

**Second\_MeetingDate**

**Start\_Ref#**

**End\_Ref#**

**MeetingTotal\_Ref#**

**Box**

**First\_MeetingDate**

**Second\_MeetingDate**

**Start\_Ref#**

**End\_Ref#**

**MeetingTotal\_Ref#**



# Scope of Work (SOW)

**Project Title:** Elevator Modernization City of Atlanta

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## 1. Project Overview

The City of Atlanta is seeking qualified Contractors to perform comprehensive Elevator Modernization Services at multiple municipal facilities. The objective is to modernize all elevators indicated by the City to ensure safe and efficient transportation and to extend the operational life of each elevator by an additional 25 years.

### Project Locations

1. City Hall Historic Tower – 68 Mitchell Street
  2. City Hall Annex – 55 Trinity Ave SW
  3. Public Safety Headquarters – 226 Peachtree St SW
  4. Municipal Courthouse – 150 Garnett St SW
  5. Atlanta Detention Center – 254 Peachtree St SW
- 

## 2. General Scope of Work

### Full Level Service Modernization

The following components shall be replaced for each designated elevator unless otherwise noted:

1. Machines, wiring, and pump
2. Car governors
3. Levelers
4. Cables
5. Hoist equipment
6. Hoistway wiring
7. Car roller guides
8. Electronics
9. Controls
10. Door operator and clutch
11. Car and hall fixtures
12. Cab finishes and interiors:
  - Rear wall: Etched tempered glass
  - Side walls: Stainless steel panels
  - Ceiling: Stainless steel with LED lighting
  - Flooring: Provide suitable options based on elevator function
  - Wall rails: Stainless steel/hardwood combination

13. Cab lighting
  14. All work related to improving elevator efficiency and reliability
  15. Elevator cab doors
    - City Hall Tower exterior doors: To remain and be re-polished
    - City Hall Annex gold doors: To remain and be re-polished
  16. Door operators, restrictors, interlocks, and clutches
  17. Elevator pushbuttons and controls
  18. Car lanterns, hall lanterns, and position indicators
  19. Door safety sensors and stops
- 

## **Excluded Work**

- Existing hoist way and counterweight rails will be reused at all locations.
  - Existing hoist way doors will be reused, with an allowance for replacement of up to 4 sets if necessary.
- 

## **3. Component Recommendations & Equipment Refurbishment**

### **A. Component Recommendations**

Contractor shall provide recommendations for key components to be replaced or refurbished, including but not limited to:

- Controller
- Power unit
- Jack
- Car
- Hoist way door equipment
- Car and hall fixtures
- Cab interior upgrades
- Recommended add-ons

### **B. Refurbishment of Retained Equipment**

Where components are retained, the Contractor shall inspect, clean, lubricate, adjust, and replace worn or defective parts as necessary.

### **C. Removal & Disposal**

Contractor shall be responsible for removal, rigging, hoisting, and disposal of all replaced or abandoned equipment. Disposal shall comply with state and local environmental regulations. Removed items become Contractor property unless otherwise specified by the City.

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## 4. Additional Requirements

### A. Cab Interior Refurbishment Pricing

Contractor shall provide individual pricing per elevator for refurbishment of cab interiors, inclusive of all materials and labor.

### B. Work Hours

- **Normal hours:** Monday–Friday, 7:00 AM – 5:00 PM (excluding City holidays)
- **After-hours/weekend work:** Will depend on location and prior City Approval

### C. Recognized Holidays

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

(If a holiday falls on Sunday, the following Monday is observed; if Saturday, the preceding Friday is observed.)

### D. Identification Requirements

All workers must:

- Wear uniforms clearly displaying the Contractor's logo
  - Arrive in vehicles labeled with the Contractor's name
  - Include at least one English-speaking crew member on-site
  - Security Background will be required for all work at City Detention Center.
- 

## 5. Warranty and Maintenance

- **Warranty:** Minimum 5-year full parts and labor warranty on all modernized systems
  - **Maintenance:** 1 year of maintenance included after final City acceptance, covering all required services to support warranty compliance. The warrant period shall commence upon final acceptance for each location.
- 

## 6. Spare Parts Requirements

- Provide at least 1 complete set of spare parts per elevator type
  - Where two elevators share the same systems, provide 2 sets
  - Parts include but are not limited to:
    - Circuit/control boards
    - Door gibs and interlocks
    - Safety components
    - Any critical parts needed for minimal downtime repairs
-

## **7. Contractor Responsibilities**

### **A. Damages & Liability**

Contractor is fully responsible for:

- Damage to City or third-party property
- Restoring or replacing damaged materials
- Any equipment failure resulting from negligence

### **B. Debris & Environmental Compliance**

- Debris, lubricants, and other waste must be legally and safely disposed of offsite
- No waste materials may be left at City facilities
- Use proper containers for removal of oily rags and contaminants

### **C. Safety Data Sheets (SDS)**

Contractor must provide SDS for all materials used. SDS records will be maintained by the Department of Enterprise Asset Management.

## **8. Payment Terms**

### **A. Invoicing**

- Invoices must be submitted monthly
- Must include:
  - Purchase Order Number
  - Authorized contractor signature
  - Description of work completed
  - Schedule status
  - Lien waivers for any sub-contracted work

### **B. Tax Exemption**

The City of Atlanta is exempt from state and federal sales taxes. Bids should exclude these.

### **C. Quality Assurance**

- Payment may be withheld for any unsatisfactory work
  - All work must be approved by the designated department representative
-

## 9. Liquidated Damages for Delay

The City of Atlanta and Contractor agree that time is of the essence in completing work under this Agreement. The City and Contractor further agree that, in the event of delay in completing the Work, the City will sustain damages that are too difficult to ascertain with precision, including but not limited to financial loss. Therefore, Contractor agrees that, in addition to any other rights or remedies available to the City, the City may assess liquidated damages for delay as follows: \$500 per calendar day for each day the Work remains incomplete beyond the contract competition date (or for any approved extensions) until substantial completion is achieved.

- If final completion is delayed post-substantial completion, liquidated damages shall continue at the same daily rate until final completion is achieved.

These liquidated damages represent a reasonable pre-estimate of delay-related losses and are not intended as a penalty.

## 10. Project Milestones

Contract Execution	November 1, 2025
Pre-Production & Engineering Payment Received	Nov 3 – Nov 28, 2025
Final Engineering Surveys	Nov 3– Jan 2, 2026
Drawings & Submittals	Jan 5 – Jan 9, 2026
Client Approval Period	Jan 12 – Jan 16, 2026
Engineering, Procurement, Fabrication – Traction	Jan 19 – Jul 3, 2026
Engineering, Procurement, Fabrication – Hydraulic	Jan 19 – May 1, 2026
Project End	January 28, 2028

Final Schedule will be submitted for City Approval prior to work start.

**Exhibit A-1:**

<b>Elevator Table and Scope Level of Service</b>			
<b>Location</b>	<b>Elevator</b>	<b>Scope</b>	<b>Stops/ Stories</b>
<b>Public Safety HQ</b>			
	Car 1	Full	5
	Car 2	Full	5
	Car 3	Full	5
	Car 4	Full	5
	Service Car	Full	5
	Parking Garage car	Full	5
<b>City Hall Historic Tower</b>			
	Car 1	Full	15
	Car 2	Full	15
	Car 3	Full	15
<b>City Hall Annex</b>			
	Car 1	Full	6
	Car 2	Full	6
	Car 3	Full	6
	Car 4	Full	6
	Mayor's car 5	Full	2
	Service	Full	7
<b>Municipal Courthouse</b>			
	Car 1	Full	6
	Car 2	Full	6
	Car 3	Full	6
	Judge's Elevator	Full	6
	Prisoner Car	Full	6
<b>Atlanta Detention Center</b>			
	Car 1	Full	8
	Car 2	Full	8
	Car 3	Full	8
	Car 4	Full	8
	Service loading dock 1	Full	8
	Service loading dock 2	Full	8

## **City of Atlanta Elevator Modernization Project**

**Project Duration:** November 1, 2025 – March 30, 2028

**Total Duration:** 126 weeks

### **1. City Hall Historic Tower**

- **Elevator #1:** Jul 6, 2026 – Oct 30, 2026
- **Elevator #2:** Nov 2, 2026 – Feb 19, 2027
- **Elevator #3:** Feb 22, 2027 – Jun 4, 2027
- **Elevator #4:** Jun 7, 2027 – Sep 17, 2027
- **Final Punchlist & Inspections:** Sep 20, 2027 – Oct 1, 2027

### **2. City Hall Annex**

- **Elevator #1:** Jul 6, 2026 – Oct 30, 2026
- **Elevator #2:** Nov 2, 2026 – Feb 19, 2027
- **Elevator #3:** Feb 22, 2027 – Jun 4, 2027
- **Elevator #4:** Jun 7, 2027 – Sep 17, 2027
- **Mayor's Car:** Mar 29, 2027 – Apr 9, 2027
- **Service Car:** Sep 20, 2027 – Oct 22, 2027
- **Final Punchlist & Inspections:** Oct 25, 2027 – Nov 5, 2027

### **3. Public Safety Headquarters**

- **Elevator #1:** May 4, 2026 – Jun 26, 2026
- **Elevator #2:** Jun 29, 2026 – Aug 14, 2026
- **Elevator #3:** Aug 17, 2026 – Oct 2, 2026
- **Elevator #4:** Oct 5, 2026 – Nov 20, 2026
- **Service Car:** Nov 23, 2026 – Jan 15, 2027
- **Parking Garage Car:** Jan 18, 2027 – Mar 12, 2027
- **Final Punchlist & Inspections:** Mar 15, 2027 – Mar 26, 2027

#### 4. Municipal Courthouse

- **Elevator #1:** Jul 6, 2026 – Oct 23, 2026
  - **Elevator #2:** Oct 26, 2026 – Feb 5, 2027
  - **Elevator #3:** Feb 8, 2027 – May 21, 2027
  - **Judge's Car:** May 24, 2027 – Sep 17, 2027
  - **Prisoner Car:** Sep 20, 2027 – Jan 14, 2028
  - **Final Punchlist & Inspections:** Jan 17, 2028 – Jan 28, 2028
- 

#### 5. Atlanta Detention Center

- **Elevator #1:** May 25, 2026 – Jul 3, 2026
  - **Elevator #2:** Jul 6, 2026 – Aug 14, 2026
  - **Elevator #3:** Aug 17, 2026 – Sep 25, 2026
  - **Elevator #4:** Sep 28, 2026 – Nov 6, 2026
  - **Service Loading Dock #1:** Nov 9, 2026 – Feb 26, 2027
  - **Service Loading Dock #2:** Mar 1, 2027 – Jun 18, 2027
  - **Final Punchlist & Inspections:** Jun 21, 2027 – Jul 2, 2027
- 

#### 6. Project Milestones

- **Contract Execution:** Nov 1, 2025
- **Pre-Production & Engineering Payment Received:** Nov 3 – Nov 28, 2025
- **Final Engineering Surveys:** Nov 3, 2025 – Jan 2, 2026
- **Drawings & Submittals:** Jan 5 – Jan 9, 2026
- **Client Approval Period:** Jan 12 – Jan 16, 2026
- **Engineering, Procurement, Fabrication – Traction:** Jan 19 – Jul 3, 2026
- **Engineering, Procurement, Fabrication – Hydraulic:** Jan 19 – May 1, 2026
- **Project End:** Jan 28, 2028

# EXHIBIT A.1

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## COMPENSATION



**City of Atlanta Elevator Modernization Pricing Sheet  
Department of Enterprise Asset Management (DEAM)**

**Elevator Pricing Sheet**

Thank you for allowing TK Elevator Corporation (hereinafter "TK Elevator") the opportunity to submit pricing for the modernization services for the below locations.

Pricing below is valid until 8/31/25

1. City Hall Historic Tower, 68 Mitchell Street SW
2. City Hall Annex, 55 Trinity Avenue SW
3. Public Safety Headquarters, 226 Peachtree Street SW
4. Municipal Courthouse, 150 Garnett Street SW
5. Atlanta Detention Center, 254 Peachtree Street SW

Location	Elevator	Scope	Stops/Stories	Amount (Updated 8.1.25)
City Hall Historic Tower	Elevator #1	Full	15	\$427,150
	Elevator #2	Full	15	\$427,150
	Elevator #3	Full	15	\$348,500
	Elevator #4	N/A	N/A	N/A
	<b>Total</b>			<b>\$1,202,800</b>
City Hall Annex	Elevator #1	Partial	6	\$352,600
	Elevator #2	Partial	6	\$352,600
	Elevator #3	Partial	6	\$352,600
	Elevator #4	Partial	6	\$352,600
	Mayors Car	Partial	2	\$51,250
	Service Car	Partial	7	\$112,750
			<b>Total</b>	<b>\$1,574,400</b>
Public Safety Headquarters	Elevator #1	Partial	5	\$128,125
	Elevator #2	Partial	5	\$128,125
	Elevator #3	Partial	5	\$134,275
	Elevator #4	Partial	5	\$142,475
	Service Car	Partial	5	\$153,750
	Parking Garage Car	Partial	5	\$168,100
			<b>Total</b>	<b>\$854,850</b>
Municipal Courthouse	Elevator #1	Full	6	\$383,350
	Elevator #2	Full	6	\$383,350
	Elevator #3	Full	6	\$355,675
	Judge's Car	Full	6	\$403,850
	Prisoner Car	Full	6	\$355,675
				<b>Total</b>
Atlanta Detention Center	Elevator #1	Partial	8	\$176,300
	Elevator #2	Partial	8	\$176,300
	Elevator #3	Partial	8	\$176,300
	Elevator #4	Partial	8	\$176,300
	Service Loading Dock #1	Full	8	\$432,550
	Service Loading Dock #2	Full	8	\$344,400
				<b>Total</b>
Alternate No. 1 - Hoistway Door	ADD \$3,280 per hoistway door	DENIED		
Alternate No. 2 - (4) New Machines - City Hall Annex	ADD \$40,000 per unit	DENIED		
Alternate No. 3 - Interior Package Add - Atlanta Detention Center - Elevator #1-#4	ADD \$153,000 total	ACCEPTED	Total	\$153,000
			<b>Grand Total</b>	<b>\$7,149,100</b>

This Amendment No.1 shall be made a part of the Agreement (hereinafter referred to as "the Agreement"), and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall TK Elevator Corporation (hereinafter referred to as "Contractor") be liable for any consequential, incidental, exemplary, special damages, and/or liquidated damages. Any requirement or request that a TKE employee sign a personal guaranty shall be null and void.

#### RFP

1. Existing maintenance agreement to remain in effect during interim, and post modernization project.
2. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary, or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.
3. Schedule of Values
  - a. Engineering Surveys and Submittals – 35%
  - b. Approved Submittals – 5%
  - c. Material – 20%
  - d. Progress Payments - 30%
  - e. Final Payment – 10%

General clarification for data/cellular/phone line/internet connectivity— Hardware for cellular connectivity via TKE MAX Link is included in base bid pricing. Monthly fee for cellular connection (\$55/month as standalone) as well as two way visual communication monitoring (\$55/month as standalone) will be added to maintenance cost at \$80/unit/month if bundled together. Customer to provide hard data line to machine room if cellular connectivity not utilized. Customer to have third party company monitor two-way visual communication if not desired for TKE to handle. Above mentioned monitoring not included in submitted pricing, but will be added to ongoing service agreement charges at time of turnover.

#### General Project Clarifications

1. Parking/Access/Storage – Base bid pricing based off parking to be provided for technician teams at no additional cost. Storage to be provided by owner as close as possible to elevator hoistway.
2. No elevator layout or elevation drawing included, as equipment will be laid out as per current application. TKE shall provide all necessary documentation to satisfy AHJ.
3. TKE standard close out documents shall be provided.
4. TKE control systems to be utilized and meet all IEEE standards.
5. Pricing based on working hours of Monday - Thursday - 6:00AM to 4:30PM, any work required after or before these hours will be additional cost.
6. Schedules and completion dates, and any changes thereto, shall be agreed to in writing by both parties before becoming effective, and progress of the work shall be upon reference thereto. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay not solely caused by TK Elevator Corporation.

#### City Hall Historic Tower – 3 Passenger Cars - Site Specific Clarifications

1. There are only (3) units at this location and the bid document lists (4). Base Bid pricing is only for (3) elevators at Historic Tower.
2. Existing units are TAC50 Controls modernized in 2006/2007.
3. Existing new duct work that is running through the access gate into the machine room is to be removed by the City of Atlanta and reinstalled once completed.
4. Interior Package – Included in base bid

RBW The following work is included in our modernization pricing to achieve full certification of the elevator systems upon final inspection. Any work above and beyond the scope listed below will be responsibility of purchaser and administered via change order to the construction contract. Code changes have been adopted; however, the enforcement of such code is by the local Authority Having Jurisdiction (AHJ). Based on past & current experience; TKE cannot predict the exact enforcement of such codes. Therefore, any enforcement of codes by AHJ will be an additional expense paid for by the Purchaser.

#### Electrical

- i. **Scope of Work; 3 Passenger Old City Hall**
- ii. Refeed (3) controllers from existing main line disconnects.
- iii. F & I (3) Cab lights disconnects and associated wiring.
- iv. Assure of adequate ground wire to main line disconnects.
- v. F & I Bond bushings on all disconnects.
- vi. F & I LED 8' strip lighting.
- vii. F & I Emergency light.
- viii. F & I GFCI receptacles.
- ix. F & I Power for 2 way in-car communication.
- x. F & I Power for HVAC.
- xi. F & I Adequately sized mini-split HVAC units.
- xii. F & I Required raceways and back boxes for fire alarm devices.
- xiii. F & I Smoke detector back boxes at each lobby on wall within 12" of ceiling.
- xiv. F & I Conductors to existing ATS for required signals.
- xv. Upgrade/Program ATS with required signals.
- xvi. **Scope of Work; 3 Passenger Old City Hall Pits**
- xvii. F & I LED strip fixtures.
- xviii. F & I Pilot lighted switching.
- xix. F & I GFCI receptacles.

**Fire Alarm – \$10,000 Allowance included in base bid pricing**

- xx. Scope of Work – To provide code compliant relay devices, smoke detectors, cap all sprinklers and remove any heats. All fire alarm panels are to be retained and assumed to be programmable and addressable. If allowance is exceeded, change order for remaining to be issued via change order.

#### City Hall Annex – 4 Passenger Cars – Site Specific Clarifications

1. Existing (4) Geared passengers grouped. TAC 50 controls modernized in 2006/2007
2. Retaining existing machines and replacing with new AC motor and encoder.
3. Interior Package – Included in base bid

The following work is included in our modernization pricing to achieve full certification of the elevator systems upon final inspection. Any work above and beyond the scope listed below will be responsibility of purchaser and administered via change order to the construction contract. Code changes have been adopted; however, the enforcement of such code is by the local Authority Having Jurisdiction (AHJ). Based on past & current experience; TKE cannot predict the exact enforcement of such codes. Therefore, any enforcement of codes by AHJ will be an additional expense paid for by the Purchaser.

4. Related Building Work
  - b. Electrical

##### Scope of Work; 4 Car Annex Machine Room

1. Re-feed (4) controllers from existing main line disconnects.
2. F & I (4) Cab lights disconnects and associated wiring.
3. Assure of adequate ground wire to main line disconnects.
4. F & I Bond bushings on all disconnects.
5. F & I 8' LED strip lighting.
6. F & I Emergency light.
7. F & I GFCI receptacles.
8. F & I Power for 2 way in-car communication.
9. Existing HVAC to remain.
10. F & I Required raceways and back boxes for fire alarm devices.
11. There are multiple deep pockets in the ceiling. This scope does not include more than 2 smoke back boxes in the machine room.
12. F & I Conductors to existing ATS for required signals.
13. Upgrade/program ATS with required signals.
14. F & I Power for required equipment.

##### Scope of Work; 4 Passenger Annex Pits

1. F & I LED strip fixtures.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacles.

- c. Fire Alarm – **\$12,000 Allowance included in base bid pricing**

- i. Scope of Work – To provide code compliant relay devices, smoke detectors, cap all sprinklers and remove any heats. All fire alarm panels are to be retained and assumed to be programmable and addressable. If allowance is exceeded, change order for remaining to be issued via change order.

#### City Hall Annex – 1 Service Car – Site Specific Clarifications

1. Existing TAC32 Controls modernized in 2016. Retained existing machines in the modernization and put on a new motor.
2. Base bid – New machine – Imperial 522 Gearless, new ropes, new stock door equipment, misc. stock door control boards.
3. Related building work - None included in base bid
4. Interior Package – Included in base bid

#### City Hall Annex – 1 Mayors Car – Site Specific Clarifications

1. Existing TAC32 Controls – Hydraulic
2. Base Bid – Spare pump, motor, valve, door components, controller components, engineer clean down/adjustment
3. Related building work – Non included in base bid
4. Interior Package – Included in base bid

#### Public Safety Headquarters – (4) Passenger Cars, (1) Service Car, (1) Parking Deck Car – Site Specific Clarifications

1. Existing TAC20 Equipment – Modernized in 2008
2. Base Bid – TKE HPower SL Modernization package
3. Interior Package – Included in base bid

RBW The following work is included in our modernization pricing to achieve full certification of the elevator systems upon final inspection. Any work above and beyond the scope listed below will be responsibility of purchaser and administered via change order to the construction contract. Code changes have been adopted; however, the enforcement of such code is by the local Authority Having Jurisdiction (AHJ). Based on past & current experience; TKE cannot predict the exact enforcement of such codes. Therefore, any enforcement of codes by AHJ will be an additional expense paid for by the Purchaser.

#### Electrical

##### Scope of Work; Car 1, 2 & 3 Machine Room

1. Re-feed (3) controllers from existing main line disconnects.
2. F & I Auxiliary contacts in main line disconnects.

3. F & I Bond bushings on all disconnects.
4. Assure of adequate ground wire in main line disconnect.
5. Re-feed (3) cab lights from existing disconnects and associated wiring.
6. F & I Required GFCI receptacles.
7. F & I LED fixtures.
8. F & I Power and disconnect for 2 way in-car communication.
9. Existing HVAC is adequate.
10. F & I Required fire alarm back boxes and raceways for modernization.
11. F & I Required circuitry for misc. power.
12. Plywood must be removed from wall that disconnects are on. Doors will not open completely.

**Scope of Work; 1, 2 & 3 Pits**

1. F & I LED fixtures.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacles.

**Scope of Work; Car 4 Machine Room**

1. Re-feed (1) controller from existing main line disconnect.
2. F & I Auxiliary contacts in main line disconnect.
3. F & I Bond bushings on all disconnects.
4. F & I Adequate ground wire in main line disconnect.
5. Re-feed cab light from existing disconnect and associated wiring.
6. F & I Required GFCI receptacle.
7. F & I LED fixture.
8. F & I Power and disconnect for 2 way in-car communication.
9. F & I Power for misc. circuitry required for modernization.
10. Existing HVAC to remain.
11. F & I Required fire alarm back boxes and raceways for modernization.

**Scope of Work; Car 4 Pit**

1. F & I LED fixture.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacle.

**Scope of Work; Car 5 Machine Room**

1. Re-feed (1) controller from existing main line disconnect.
2. F & I Auxiliary contacts (square D) in main line disconnect.
3. F & I Bond bushings on all disconnects.
4. F & I Adequate ground wire in main line disconnect.
5. Re-feed cab light from existing disconnect and associated wiring.
6. F & I Required GFCI receptacle.
7. F & I LED fixture.
8. F & I Power and disconnect for 2 way in-car communication.
9. F & I Power for misc. circuitry required for modernization.
10. Existing HVAC to remain.
11. F & I Required fire alarm back boxes and raceways for modernization.

**Scope of Work; Car 5 Pit**

1. F & I LED fixture.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacle.

**Fire Alarm – \$18,000 Allowance included in base bid pricing**

- i. Scope of Work – To provide code compliant relay devices, smoke detectors, cap all sprinklers and remove any heats. All fire alarm panels are to be retained and assumed to be programmable and addressable. If allowance is exceeded, change order for remaining to be issued via change order.

**Municipal Courthouse – (3) Passenger Cars, (1) Judges Car, (1) Prisoner Car – Site Specific Clarifications**

1. Base bid is to provide full modernization package.
2. Interior Package – Included in base bid
3. RBW The following work is included in our modernization pricing to achieve full certification of the elevator systems upon final inspection. Any work above and beyond the scope listed below will be responsibility of purchaser and administered via change order to the construction contract. Code changes have been adopted; however, the enforcement of such code is by the local Authority Having Jurisdiction (AHJ). Based on past & current experience; TKE cannot predict the exact enforcement of such codes. Therefore, any enforcement of codes by AHJ will be an additional expense paid for by the Purchaser.
  - a. Electrical
 

**Scope of Work; 3 Passenger Traction Cars**

    1. Remount existing disconnects adjacent to new controllers.
    2. Re-feed (3) controllers from existing main line disconnects.
    3. F & I (3) Cab lights disconnects and associated wiring.
    4. Assure of adequate ground wire to main line disconnects.
    5. F & I Bond bushings on all disconnects.
    6. F & I LED 8' strip lighting.

7. F & I Emergency light.
8. GFCI receptacles are ok.
9. F & I Power for 2 way in-car communication.
10. Existing HVAC is adequate.
11. F & I Required raceways and back boxes for fire alarm devices.
12. F & I Conductors to existing ATS for required signals.
13. Upgrade/Program ATS with required signals.

**Scope of Work; 3 Passenger Pits**

1. F & I LED strip fixtures.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacles.

**Scope of Work; 2 Simplex Judge & Inmate Machine Room**

1. Refeed (2) controllers from existing main line disconnects.
2. F & I (2) Cab lights disconnects and associated wiring.
3. Assure of adequate ground wire to main line disconnects.
4. F & I Bond bushings on all disconnects.
5. F & I 8' LED strip lighting.
6. F & I Emergency light.
7. F & I GFCI receptacles.
8. F & I Power for 2 way in-car communication.
9. Existing HVAC to remain.
10. F & I Required raceways and back boxes for fire alarm devices.
11. F & I Conductors to existing ATS for required signals.
12. Upgrade/program ATS with required signals.
13. F & I Power for required equipment.

**Scope of Work; 2 Simplex Judge & Inmate Pits**

1. F & I LED strip fixtures.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacles.

**Update existing ATS with expansion relays, test, and retest with State.**

**Includes:**

1. Normal working hours.
2. No fire alarm wiring or vendor in quote.
3. No shunt trip in quote.
4. No HVAC upgrades in quote.
5. No fiber optic lines in quote.

**b. Fire Alarm – \$25,000 Allowance included in base bid pricing**

- i. Scope of Work – To provide code compliant relay devices, smoke detectors, cap all sprinklers and remove any heats. All fire alarm panels are to be retained and assumed to be programmable and addressable. If allowance is exceeded, change order for remaining to be issued via change order.

**Atlanta Detention Center – (4) Passenger Cars, (2) Service Loading Dock Cars – Site Specific Clarifications**

1. Base Bid - #1 and #6 – Service Cars base bid includes full modernization package.
  - a. Dover – GD1 Machines
  - b. Cars #2-#4 base bid is machines only – GD300 Machines existing
    - i. Modernized TAC32 – 12/14/2017
2. Interior Package – Included in base bid
3. RBW The following work is included in our modernization pricing to achieve full certification of the elevator systems upon final inspection. Any work above and beyond the scope listed below will be responsibility of purchaser and administered via change order to the construction contract. Code changes have been adopted; however, the enforcement of such code is by the local Authority Having Jurisdiction (AHJ). Based on past & current experience; TKE cannot predict the exact enforcement of such codes. Therefore, any enforcement of codes by AHJ will be an additional expense paid for by the Purchaser.
  - a. Electrical
 

Scope of Work; Traction Cars 1 and 6 Only

    1. Refeed (2) controllers from existing main line disconnects.
    2. F & I (2) Cab lights disconnects and associated wiring.
    3. Assure of adequate ground wire to main line disconnects.
    4. F & I Bond bushings on all disconnects.
    5. Existing lighting to remain.
    6. F & I Emergency light.
    7. F & I Additional GFCI receptacles.
    8. F & I Power for 2 way in-car communication.
    9. Existing HVAC is adequate.
    10. F & I Required raceways and back boxes for fire alarm devices.
    11. No pre-transfer or E power position signals in quote.
    12. No ATS upgrades in quote.



Scope of Work; Cars 1 and 6 Pits

1. F & I LED strip fixtures.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacles.

Includes:

1. Normal working hours.
2. No ATS upgrades.
3. No pre-transfer nor E power position signals in quote.
4. No fire alarm wiring or vendor in quote.
5. No shunt trip in quote.
6. No HVAC upgrades in quote.
7. No hoist way lighting in quote.
8. No fiber optic lines in quote.

b. Fire Alarm – **\$10,000 Allowance included in base bid pricing**

- i. Scope of Work – To provide code compliant relay devices, smoke detectors, cap all sprinklers and remove any heats. All fire alarm panels are to be retained and assumed to be programmable and addressable. If allowance is exceeded, change order for remaining to be issued via change order.

**Appendix B. Insurance Requirements**

2. & 12.I. Amend so insurance requirements are limited to what is found in the Agreement. Any changes to insurance requirements must be requested and agreed to in writing by both parties.

5. Amend so City of Atlanta will be provided a 30 days' notice for any insurance cancellations except workers compensation which is first-party coverage.

10. Amend so the additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

12.E. Amend so that Contractor's sole responsibility and liability for damage caused to elevator material and Contractor's tool and equipment (while at jobsite) shall be limited to taking advantage of available security provided by City of Atlanta, either of whom shall provide Broad Form All Risk Builder's Risk coverage. Any deductible or failure to provide coverage is at City of Atlanta's risk.

12.G. Amend to delete professional liability insurance.

Misc: All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Agreement are included in the price of the Agreement. After the execution of this Agreement and in addition to the Agreement price, City of Atlanta is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; (B) if the release of materials called for in this Agreement occurs after the milestone mentioned earlier in this Agreement; and/or (C) if the completion of the work called for in this Agreement occurs after the milestone mentioned earlier in this Agreement; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

X

Giavani Smith-Vickers (Contract Analyst)  
TK Elevator Corp./Contractor

DocuSigned by:  
Chris Davis  
09E74027607186

City of Atlanta  
City

# **EXHIBIT B**

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## **DEFINITIONS**

## DEFINITIONS

When capitalized, following terms shall be defined as follows:

**“Agreement”** includes this contract and the exhibits, appendices, Task Orders, if applicable, and all other documents attached to or referenced herein as well as any authorized changes or addenda hereto.

**“American Institute of Certified Public Accountants or “AICPA”** means the national professional organization of certified public accountants in the United States.

**“Applicable Law(s)”** means all federal, state or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider; (c) this Agreement; or (d) the performance of the Services under this Agreement.

**“Business Continuity and Disaster Recovery Plan”** means a predefined approach, procedure and process for continuing business operations during an emergency and restoring business operations to full functionality following a system failure or compromise while minimizing the impact to the business.

**“Business Day(s)”** means the days of the week excluding Saturdays, Sundays, and holidays observed by the City of Atlanta, unless otherwise specified.

**“Charges”** means the amounts payable by City to Service Provider under this Agreement as set forth on Exhibit A.1 and/or as set forth in any applicable Task Order.

**“City Security Policies”** means the policies set forth in Exhibit D and any policies the City may provide to Service Provider during the Term of the Agreement.

**“Confidential Information”** means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of

or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“**Code**” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“**Facility**” or “**Facilities**” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“**Force Majeure Events(s)**” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes, and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“**Illegal Immigration Reform and Enforcement Act**” means the legislation passed by the federal government that authorized greater resources for border enforcement and imposed identity and employment authorization obligations on employers.

“**Intellectual Property Rights**” shall mean, on a worldwide basis, any and all now known or hereafter rights associated with works of authorship or creation, including: (a) rights of copyright, moral rights and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and other patent rights; (e) other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise; and (g) all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including any continuations, continuations-in-part, divisional, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing.

“**International Organization for Standardization**” or “**ISO**” means an independent, non-governmental, international organization that develops standards to ensure the quality, safety, and efficiency of products, services, and systems.

“**Key Subcontractor**” means any individual or entity that Service Provider engages to perform any of the essential or material elements of the Services or plays a critical role in Service Provider’s performance of the Services.

“**Party**” or “**Parties**” means City and/or Service Provider.

“**Person**” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“**Personal Information**” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

“**Service Provider Personnel**” means Service Provider’s employees, agents, representatives and/or subcontractors performing Service under this Agreement.

“**SOC**” means a report created from an independent third-party examination of a service organization that demonstrates how the service organization achieves key compliance controls and objectives.

“**Task Order Commencement Date**” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“**Third Party**” means a Person other than the Parties.

“**Work Product**” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, exclusively for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

# EXHIBIT C

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## AUTHORIZATION



# CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT  
SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 546-1000

Andre Dickens  
Mayor

Chandra Houston  
Chief Procurement Officer

*Excellence in VALUE CREATION through Partnership, Collaboration, and Innovation*

## MEMORANDUM

TO: Chris Davis, Commissioner

FROM: Chandra Houston, Chief Procurement Officer

RE: Notice of Emergency Authorization for- **EP/GS/DEAM/2508-1260035**  
Name of Project: **Elevator Modernization**

DATE: September 5, 2025

Pursuant to Section 2-1192 of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances (“Code”), the Chief Procurement Officer may initiate an Emergency Procurement where it has been determined in writing that a threat exists to public health, welfare, or safety under emergency conditions for the purchase of supplies, services, construction items, or professional or consultant services.

The City of Atlanta’s Department of Enterprise Asset Management (“DEAM”) has requested an Emergency Authorization Designation to engage TL Elevator Corporation, to provide the following services (“Services”):

City of Atlanta Elevator Location	Installations for Compliance
Atlanta Detention Center	<ul style="list-style-type: none"> <li>• Two-way in-car communication power will be installed</li> <li>• Emergency lighting will be added.</li> <li>• Additional GFCI receptacles improve accessibility and safety for auxiliary devices.</li> <li>• Interior package included (though details aren’t listed, this typically covers cab finishes, control panels, and signals that must meet ADA standards).</li> <li>• Fire alarm devices and relay systems.</li> </ul>

EP/GS/DEAM/2508-1260035/Elevator Modernization  
 Emergency Procurement Designation Memo  
 Page 2

Municipal Courthouse	<ul style="list-style-type: none"> <li>• Two-way in-car communication power for all cars.</li> <li>• Emergency lighting in passenger and Judge/Prisoner cars.</li> <li>• GFCI receptacles included.</li> <li>• LED strip lighting improves visibility.</li> <li>• Fire alarm devices, smoke detectors, and relay systems.</li> </ul>
Public Safety Headquarters	<ul style="list-style-type: none"> <li>• Two-way in-car communication power provided for all cars.</li> <li>• GFCI receptacles included.</li> <li>• LED lighting in machine rooms and pits.</li> <li>• Emergency lighting included.</li> <li>• Fire alarm devices and relay systems.</li> </ul>
City Hall Annex Mayor's Car	<ul style="list-style-type: none"> <li>• Hydraulic unit with spare pump, motor, valve, and door components</li> <li>• Interior package</li> </ul>
City Hall Annex	<ul style="list-style-type: none"> <li>• Gearless machine, ropes, and door equipment</li> <li>• Interior Package</li> </ul>
City Hall Historic Tower	<ul style="list-style-type: none"> <li>• Two-way in-car communication power</li> <li>• Emergency lighting</li> <li>• Fire alarm devices and relay systems</li> </ul>

An investigation has been conducted of the available sources for the provision of the Services, and my findings are as follows:

1. The Department of Enterprise Asset Management (DEAM) oversees the lifecycle management of physical assets through a systematic approach that maximizes asset value, ensures sustainability, and delivers efficient, world-class facilities designed to optimize the experience of constituents, employees, and guests.
2. The elevators in five (5) city buildings have aging infrastructure, outdated components, and frequent service disruptions, creating significant safety hazards and resulting in noncompliance with current building codes and accessibility standards. Recent inspections and ongoing performance deficiencies confirm that the elevators are no longer operating safely or reliably, posing serious risks to residents, staff, and visitors.
3. Due to the severity of the elevator issues at the five (5) city buildings, it is recommended that full emergency modernization of the elevators at these locations be pursued. This will ensure compliance with current regulations, enhance energy efficiency, and provide a cost-effective solution by retaining critical components such as the hoist way rail and cab, while minimizing disruption.
4. DEAM issued a Request for Proposals (RFP) to identify qualified service providers for comprehensive elevator modernization. The solicitation drew interest from four industry-leading firms-Schindler, TK Elevator Corporation,

EP/GS/DEAM/2508-1260035/Elevator Modernization  
Emergency Procurement Designation Memo  
Page 2

Kone, and Fujitec. However, TK Elevator Corporation was the only proponent to submit a proposal, which was later deemed non-responsive. Given the urgency of the modernization, TK Elevator's proven track record on similar projects, and the absence of viable alternatives, DEAM recommends proceeding with an emergency procurement to engage TK Elevator Corporation as the selected vendor.



- 5. The cost of services:** This Emergency request cost of services with TK Elevator Corporation shall not exceed the amount of Seven Million One Hundred Forty-Nine Thousand One Hundred Dollars and Zero Cents (\$7,149,100.00). This Emergency Authorization will conclude when the emergency is abated.

If you have any questions, please email your Project Manager III, Melody Simmons, via email [msimmons@atlantaga.gov](mailto:msimmons@atlantaga.gov).

I, Chandra Houston, by the authority vested in me pursuant to § 2-1192 of the City of Atlanta Code of Ordinances, do hereby approve, direct, and authorize the Emergency Procurement for professional services to be provided by **TK Elevator Corporation**.

Sincerely,

Signed by:  
*Chandra Houston*  
B92C3A307EF9491  
Chandra Houston  
Chief Procurement Officer

cc: De'Shondrick Poole, Assistant Director   
Brandi Stanley, Implementation Director   
Tapika Howard, Deputy Chief Procurement Officer

# **EXHIBIT D**

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## **CITY SECURITY POLICIES**

**CITY OF ATLANTA  
DEPARTMENT OF ENTERPRISE ASSET MANAGEMENT  
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY  
CONTRACTORS' MANUAL**



**CITY OF ATLANTA**



**DEPARTMENT OF ENTERPRISE ASSET  
MANAGEMENT**

**ENVIRONMENTAL, HEALTH, SAFETY  
AND SECURITY**

**CONTRACTORS' MANUAL**

*Safety comes before all else –*

## *“ZERO ACCIDENTS”*

### **1.0 Introduction**

2.0 What is a Hazard?

3.0 What is a Risk?

3.1 What is a Risk Assessment

3.2 What is Risk Management?

3.3 Contractors' Responsibilities

3.4 Waivers

### **4.0 General**

4.1 Hand Protection

4.2 Hair Protection

4.3 Safety Shoes

4.4 Hearing Protection

4.5 Eye Protection

4.6 Respiratory Protection

4.7 Alcohol & Other Drugs

4.8 Harassment & Inappropriate Language

4.9 First Aid

4.10 Evacuations

4.11 Accident & Injury Reporting

4.12 Fire & Safety Systems

4.13 Accident Injury Investigation

4.14 Smoking Policy

4.15 Certification

4.16 Licenses

4.17 Corrective Action

4.18 Vehicle Use

4.19 Vehicle Site Requirements

4.20 Notices

4.21 Housekeeping

### **5.0 Security Requirements**

5.1 Identification

5.2 Inspection

5.3 Termination of Work Assignment

5.4 Employment Termination

5.5 Reassignment of Workers

5.6 Security Reporting

**6.0 Hazardous Material and Substances**

- 6.1 Approval of Hazardous Material Use
- 6.2 Material Safety Data Sheets (MSDS)
- 6.3 Chemical Storage
- 6.4 Container Labeling
  - 6.4.1 Spill Prevention
  - 6.4.2 Spill Response
- 6.5 Pest Control
- 6.6 Hazardous Waste Management
- 6.7 Reporting Chemical Spills
- 6.8 Hazardous Chemical Transportation
- 6.9 Hazardous Communication Plan

**7.0 Environmental Requirements**

- 7.1 Asbestos containing Materials
- 7.2 Examples of Asbestos Containing Material
- 7.3 Removing or Disturbing Asbestos Containing Material
  - 7.3.1 Signs and Labels
  - 7.3.2 Training and Certification
- 7.4 Lead
- 7.5 Mold Remediation
- 7.6 Refrigerant Gases (CFCs)
- 7.7 Paint Storage and Handling
- 7.8 Precautions with Solutions and Solvents
- 7.9 Fluorescent light bulbs
- 7.10 Indoor Air Quality
- 7.11 Water Pollution
- 7.12 Erosion & Sediment Control
- 7.13 Stormwater Systems
- 7.14 Contaminated Soil and Groundwater
- 7.15 Decontamination
- 7.16 Regulations

**8.0 Safety Requirements**

- 8.1 Safe Performance Self-Assessment
- 8.2 Know the Signs
- 8.3 Safety Signs in the Workplace
- 8.4 Fire Protection and Detection Systems
- 8.5 Fire Triangle
- 8.6 Fire Classes
- 8.7 Hot Work
- 8.8 Toxic Fumes
- 8.9 Confined Space
- 8.10 Lockout Tag Out (LOTO)
- 8.11 Danger in & Out Tags

- 8.12 Protective Barriers
- 8.13 Excavation & Trenching
- 8.14 Electrical Safety
- 8.15 Ladder Safety
- 8.16 Fall Protection
- 8.17 Forklift Operation
- 8.18 Crane Hoist and Lifts
- 8.19 Hand Truck Safety
- 8.20 Overhead Work
- 8.21 Laser and Radiation Safety
- 8.22 Power Tools
- 8.23 Powder Actuated Tools
- 8.24 Scaffold Safety
- 8.25 Window Washing Safety
- 8.26 Obstructions
- 8.27 Banned & Restricted Chemical
- 8.28 Definitions

**Acknowledgement**

**Contractor's Check List**

## 1.0 INTRODUCTION

The Department of Enterprise Asset Management manages a number of facilities that provide for work, learning, and recreation.

The Department of Enterprise Asset Management is committed to providing a safe and healthy working environment for Citizens, Employees and Contractor's. It is Department of Enterprise Asset Management's policy that all activities on the City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and Contractor's alike.

## 2.0 WHAT IS A HAZZARD

A 'Hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and lifting heavy objects.

## 3.0 WHAT IS A RISK

A 'Risk' means the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

### 3.1 WHAT IS A RISK ASSSMENT

Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

### 3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

### 3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of the Department of Enterprise Asset Management is obligated to take reasonable care to:

- \* Ensure the health and safety of the employees and public.
- \* Avoid risking the safety and health of any other person.
- \* Assist new site personnel in recognizing job hazards and following necessary procedures.
- \* Ensure their work site is safe for themselves and others.

- work.
- \* Practice good site housekeeping to minimize risk of avoidable accidents.
  - \* Identify the Department of Enterprise Asset Management before starting any
  - \* Keep fully informed of any activities which could or may potentially pose a safety threat, hazard or danger to the safety of any person.
  - \* Immediately take effective action to eliminate any safety hazard.

### 3.4 **WAIVERS**

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the Department of Enterprise Asset Management.

### 4.0 **GENERAL**

#### 4.1 **HAND PROTECTION**

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

#### 4.2 **HAIR PROTECTION**

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

#### 4.3 **SAFETY SHOES**

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

#### 4.4 **HEARING PROTECTION**

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. The Contractor's shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

#### 4.5 **EYE PROTECTION**

Eye protection with side shields must be worn in areas designated by the Department of Enterprise Asset Management. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be considered when significant hazards from sources such as particles, dust, electricity, heat, or chemicals are present.

#### **4.6 RESPIRATORY PROTECTION**

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the Contractor's must select the appropriate respirator for the work to be performed. The Contractor's must have a written respirator program that complies with OSHA requirements.

#### **4.7 ALCOHOL AND OTHER DRUGS**

The Contractor's agree to advise its employees and sub-Contractors' of the Department of Enterprise Asset Managements policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a Contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the Contractors' who will be required to take immediate action. The incident will be noted by the Facilities Management staff.

#### **4.8 BEHAVIOR ON SITE**

##### **HARASSMENT & INAPPROPRIATE LANGUAGE**

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature are specifically prohibited.

#### **4.9 FIRST AID AND MEDICAL EMERGENCIES**

It shall be the Contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at the work site.

#### **4.10 EVACUATIONS**

The Contractor's must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate individuals must evacuate immediate. Evacuees must remain in the assembly or until the all-clear signal is given. If the Contractor's has information relating to the emergency, the Contractor's shall notify Security, and the Director of the Department of Enterprise Asset Management.

#### 4.11 ACCIDENT & INJURY REPORTING

'Accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

'Incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

#### 4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

#### 4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the Contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the Contractor's staff at sites under the purview of the Department of Enterprise Asset Management.

#### 4.14 SMOKING POLICY

It is the Contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke free environment.

#### 4.15 CERTIFICATED PERSONNEL

The Contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by the Department of Enterprise Asset Management.

#### 4.16 LICENSES

Copies of *current and valid licenses and permits* are to be made available to the Department of Enterprise Asset Management before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural
- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning

- Forklift
- Elevated Work Platform
- Hot Work

#### 4.17 **CORRECTIVE ACTION**

The Contractor's must notify the Department of Enterprise Asset Management of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

#### 4.18 **VEHICLE SITE REQUIREMENTS**

It shall be the Contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the Loading Dock Security Guard on duty.

#### 4.19 **VEHICLE SITE OPERATION**

It shall be the Contractor's responsibility to ensure Employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- \* All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia.
- \* Contractors' employees must have a valid driver's license
- \* Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the Contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to the Department of Enterprise Asset Management upon request.

#### 4.20 **NOTICES AND SIGNS**

It shall be the Contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible attract attention and clearly visible.

#### 4.21 **HOUSEKEEPING**

It shall be the Contractor's responsibility to ensure amenities are in a clean and hygienic state, provide standard bins so waste does not litter the workplace. The Contractors' must also secure material in an organized and safe manner.

## 5.0 SECURITY REQUIREMENTS

The Contractor's and their employees assigned to work in sites under the purview of The Department of Enterprise Asset Management are expected to abide by all building security policies. These policies do not relieve the Contractor's of their contractual duties. The Department of Enterprise Asset Management will not be responsible for any lost, stolen or damage to the Contractors' equipment.

### 5.1 IDENTIFICATION

The Contractor's identification supplied by Facilities Management must be kept on the person at all times.

### 5.2 INSPECTION POLICY

The Department of Enterprise Asset Management reserves the right to inspect all property, including but not limited to personal property, while the on premises.

### 5.3 TERMINATION OF WORK ASSIGNMENTS

**Upon termination of the Contractor's assignment:**

\*The Contractor's will immediately notify the Department of Enterprise Asset Management of job completion.

\*All City of Atlanta issued Identification badges and keys must be immediately returned to the Department of Enterprise Asset Management.

### 5.4 EMPLOYEE TERMINATION

The Contractor's employee terminations will not be conducted on the City of Atlanta premises.

### 5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from the Department of Enterprise Asset Management.

## 5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to the Department of Enterprise Asset Management:

- \*Harassment of any kind;
- \*Theft or damage;
- \*Disorderly, violent, or threatening conduct;
- \*Misuse of Department of Enterprise Asset Management property;
- \*Criminal activities;
- \*Being under the influence of alcohol or drugs while on City property;
- \*Possession of dangerous weapons, explosives, firearms, unauthorized chemicals, while on City property;
- \*Suspicious behaviors, situations, and incidents;
- \*Unauthorized access into restricted areas;
- \*Violation of City policies, codes and sensitive information policies;
- \*Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

## 6.0 HAZARDOUS MATERIALS AND SUBSTANCES

The Contractor's must be certain of properties of every substance handled in sites under the purview of the Department of Enterprise Asset Management. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

### 6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on Department of Enterprise Asset Management sites requires written approval from the Department of Enterprise Asset Management prior to use. Contractors are limited as to the amount of hazardous materials they may store at the Department of Enterprise Asset Management sites during the work.

### 6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS's must be maintained at the work site and must be easily accessible to Contractors' employees and to the Department of Enterprise Asset Management during normal working hours.

### 6.3 CHEMICAL STORAGE

All chemicals on Department of Enterprise Asset Management properties must be used and stored according to manufacturers' recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks.

### 6.4 CONTAINER LABELING

Chemicals brought onto the site by Contractor's must bear labels identifying the chemicals and the associated hazard warnings

#### **Spill Prevention and Response**

The Department of Enterprise Asset Managements procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below.

#### 6.4.1 SPILL PREVENTION

The Contractor's shall have available equipment that is suitable and sufficient to control potential spills. The Contractor's is responsible for identifying conveyances to the environment

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

#### 6.4.2 SPILL RESPONSE

The Contractors' must immediately notify the Department of Enterprise Asset Management of any spill or releases. If a spill occurs the Contractors' must following these steps

##### **Step 1- Contain the Spill**

- \*Prevent further spillage
- \*Contain what is spill
- \*Follow MSDS (Material Safety Data Sheet) information
- \*Block stormwater drain inlet

##### **Step 2-Report the Spill**

- \*If it is a large or dangerous spill immediately notify the Office Facilities Management

### **Step 3-Clean up**

\*Clean up the spill as quickly as possible (reduce risk of pollution running off the site)

\*Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals wither they may be washed into waterway.

\*Use absorbent material to contain the spill. The Contractors' is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

## **6.5 PEST CONTROL**

The Contractors' shall not use any insecticide products in Facilities Management properties unless such activities are part of your contracted work. It shall be the Contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The Contractor's must ensue that they perform site treatments in a manner that minimizes the potential of pest infestations.

## **6.6 HAZARDOUS WASTE MANAGEMENT**

The Contractors' must provide the Department of Enterprise Asset Management with a list of actual and potential hazardous wastes) to be generated during a project. Waste generated by a Contractor as part of its work is the responsibilities of the Contractors'. The Contactor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance withal applicable local, state and federal laws. The Contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

## **6.7 REPORTING CHEMICAL SPILLS**

In case of a spill, Contractor must contact the Department of Enterprise Asset Management followed by a written incident report to the Department of Enterprise Asset Management within twenty-four (24) hours of the occurrence. The written report must include the following information:

\*Description of the spill and estimated quantity spilled

\*Date and time of the spill

\*Copy of MSDS for material spilled

\*Steps taken to reduce, eliminate, and prevent recurrence of the spill

## **6.8 HAZARDOUS CHEMICAL TRANSPORTATION**

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

## **6.9 HAZARDOUS COMMUNICATION (HAZCOM)**

The Contractors' shall develop and implement and maintain a Hazard Communication Plan, to be submitted to the Department of Enterprise Asset Management prior to any assignment that requires repairing or removal of any hazardous substance. The Contractors' shall submit an inventory of all hazardous chemicals that are used on each site. The Contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

## **7.0 ENVIRONMENTAL REQUIREMENTS**

### **7.1 ASBESTOS CONTAINING MATERIALS**

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some the Department of Enterprise Asset Management sites. The Contractors' will inform the Department of Enterprise Asset Management of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors'' must stop work immediately and notify the Department of Enterprise Asset Management

- \*The Contractors' shall have an Asbestos and Demolition License available;
- \*The Contractors' shall not break or crush asbestos sheeting;
- \*The Contractors' must use water spray to minimize asbestos dust;
- \*The Contractors'' employees must wear a respirator as necessary;
- \*The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- \*The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- \*The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

## 7.2 **EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:**

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

## 7.3 **REMOVING OR DISTURBING ASBESTOS**

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

### 7.3.1 **SIGNS AND LABELS**

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

### 7.3.2 **TRAINING AND CERTIFICATIONS**

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

## 7.4 **LEAD**

The Contractors must contact the Department of Enterprise Asset Management to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

## 7.5 **MOLD REMEDIATION**

This section provides guidance for Contractors' and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem on Facilities Management sites.

\*Perform regular building/HVAC inspections and maintenance as scheduled.

\*Clean and dry wet or damp spots within 48 hours.

\*Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation.

- \* Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the Contractors’.
- \* Repair leaky plumbing and leaks in the building as soon as possible.
- \* Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible.
- \* Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid).
- \* Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed.
- \* Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible.
- \* Don’t let foundations stay wet. Provide drainage and slope the ground away from the foundation.
- \* Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- \* Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found.
- \* Do not touch mold or moldy items with bare hands.
- \* Do not get mold or mold spores in your eyes.
- \* Do not inhale mold or mold spores.
- \* Consider using PPE when disturbing mold. The minimum PPE is an N-95 respirator, gloves, and eye protection.
- \* Consult Table 2 of the EPA’s guideline for “Mold Remediation in Schools and Commercial Buildings” for Personal Protective Equipment (PPE) and containment guidelines.

## 7.6 REFRIGERANT GASES (CFCS)

It shall be the Contractor’s responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal Contractors’. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC’s and HCFC’s must be recovered from air conditioning units during servicing or decommissioning.

## **7.7 PAINT STORAGE AND HANDLING**

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

## **7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS**

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

## **7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST**

Contractors' removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by Department of Enterprise Asset Management for recycling or disposal.

## **7.10 INDOOR AIR QUALITY**

Contractors' must contact the Department of Enterprise Asset Management before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

## **7.11 WATER POLLUTION**

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

## **7.12 EROSION AND SEDIMENT CONTROL**

Contractor's allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

## **7.13 STORM WATER SYSTEMS**

Prior to starting any project the Contactor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The Contractors' must post the EPA Permit Number or the Notice of Intent (NOI). The Contractors' must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to the Department of Enterprise Asset Management prior to any assignment.

## **7.14 CONTAMINATED SOILS**

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material, the Department of Enterprise Asset Management must be informed about any incidence of soil contamination that may occur or be discovered. The Contractors' must contact a licensed waste disposal Contractors' to collect and remove contaminated soil in an approved container; such removal must be authorized by the Department of Enterprise Asset Management.

## **7.15 DECONTAMINATION**

Some Department of Enterprise Asset Management facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

## 7.16 REGULATIONS

**Clean Air Act:** Regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits

**Clean Water Act** regulates the discharge of waste to receiving.

**Resource Conservation and Recovery Act (RCRA)** regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank

**Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)** regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup

**Superfund Amendment and Reauthorization Act (SARA Title III)** regulates emergency response plans, right to know issues, and chemical release reporting.

**Occupational Safety and Health Act (OSHA)** regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

**Toxic Substances Control Act (TSCA)** regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to the Department of Enterprise Asset Management included the following:

- \*An illness or death associated with the use of products or related to chemicals used at a work location;
- \*Pattern of illness occurring among employees or customers;
- \*Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur;
- \*Spills or widespread contamination of chemicals not covered by other reporting regulations

**Hazardous Materials Transportation Act** regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

**Safe Drinking Water Act** regulates enforces quality procedures for drinking water.

## 8.0 SAFETY REQUIREMENTS

### 8.1 SAFE PERFORMANCE SELF-ASSESSMENT

#### **ASSESS THE RISK;**

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

#### **ANALYZE HOW TO REDUCE THE RISK**

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

#### **ACT TO ENSURE SAFE OPERATIONS**

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

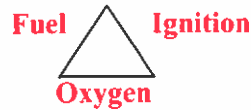
### 8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify a specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

### 8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by the Department of Enterprise Asset Management. It shall be the Department of Enterprise Asset Management to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

## 8.4 FIRE TRIANGLE



**Fuel** can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

**Ignition** may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

**Oxygen** is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

## 8.5 FIRE CLASSES

**Class A** fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

**Class B**-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

**Class C**-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

**Class D**-Fires occurs in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

**Class K**- Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

## 8.7 HOT WORK-WELDING, CUTTING AND BRAZING

The Contractors' must obtain authorization from the Department of Enterprise Asset Management prior to work activity and ensure that all safety precautions are met. The Contractors' must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process. In addition the contract must also maintain it won hot work permit system in accordance with OSHA regulations.

- \*Proof of Hot Work Permit;
- \*Remove combustibile materials from the area before beginning work;
- \*Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;
- \*Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- \*Shield adjacent area with welding partitions;
- \*Have a second person stand by with an approved fire extinguisher for welding and burning operations in accordance with OSHA regulations.

## 8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

## 8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. The Contractors' must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

## 8.10 LOCKOUT TAG OUT (LOTO)

The Contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. The Contractors' shall submit a copy of its Lockout/Tagout Program to the Department of Enterprise Asset Management before the start of any work. Unless otherwise directed, the Department of Enterprise Asset Management will shut down and start up utility systems.

### **ENERGY SOURCES**

There are several energy sources, all of them may be locked and tagged. The list includes:

- \*Electrical
- \*Hydraulic
- \*Pneumatic
- \*Chemical
- \*Thermal

## 8.11 'DANGER' & 'OUT OF SERVICE' TAGS

The Department of Enterprise Asset Managements staff will use the tagging system in accordance with procedures when necessary. Facilities Management shall provide the 'Danger' and 'Out of Service' tags and use as follows:

### **For your own protection:**

- \*Isolate **all** equipment, switches and controls required to ensure your work-site is safe.
- \*Place **your** tag(s) on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.**
- \*Leave other tags alone. Never remove someone else's danger tag.
- \***Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

### **Change 'Danger' Tags to 'Out of Service' Tags:**

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag

## 8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- \*A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- \*A minimum of 10 feet from overhead work on scaffolds or ladders.
- \*A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** The Department of Enterprise Asset Management will be responsible for placing or removing industrial safety barriers.

### 8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. The Contractor must have written authorization for the Department of Enterprise Asset Management prior to any excavation work, obtain drawings of the services located in the area.

### 8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. The Contractors' must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the Department of Enterprise Asset Management. The Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

### 8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- \*Stand with your arms out straight ahead
- \*Place your toes against the bottom of the ladder
- \*Make sure your palms touch the shoulder level rung
- \*Place a ladder one foot out from a vertical surface for every four feet of ladder height.

\*Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.

\*Keep a three-point contact when climbing or working on a ladder.

## 8.16 **FALL PROTECTION**

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

\*Lines installed specifically for fall protection purposes

\*Approved structural materials

\*Connection points on lifts or buckets

\*Scaffolds specifically designed to handle a fall protection device

\*A lanyard must be hooked according to the manufacturer's recommendations.

## 8.17 **FORKLIFT OPERATION**

All Contractors' operating forklifts shall have training and a valid license. Contractors' are not allowed to use Department of Enterprise Asset Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

\*Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

## 8.18 **SAFE MOBILE CRANE OPERATION**

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

## 8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

## 8.20 OVERHEAD WORK

At the beginning of each job, before initially going on any roof, tank or vessel roof, the Department of Enterprise Asset Management must be notified. The Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. The Contractors' must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. The Contractor must submit a detailed safety plan to the Department of Enterprise Asset Management prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under Facilities Managements purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

## 8.21 LASERS AND RADIATION SAFETY

Lasers and Radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors', and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

The Contractors' shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

## 8.23 POWDER ACTUATED TOOLS

Contractors' who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

#### **8.24 SCAFFOLD SAFETY**

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

#### **8.25 WINDOW WASHING SAFETY**

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Department of Enterprise Asset Management building shall be verified by the window washing Contractors'. All reports or inspections of anchor points shall be provided to the Department of Enterprise Asset Management.

#### **8.26 OBSTRUCTIONS**

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors' must not move or relocate emergency equipment without written approval from the Department of Enterprise Asset Management.

## 8.27 BANNED AND RESTRICTED CHEMICALS

### Banned Chemicals

The chemicals listed in the sections below will not be brought on Department of Enterprise Asset Management sites.

#### ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Department of Enterprise Asset Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl <sub>3</sub>	75-69-4
CFC-12	Dichlorodifluoromethane	CCl <sub>2</sub> F <sub>2</sub>	75-71-8
CFC-13	Chlorodifluoromethane	CF <sub>2</sub> Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C <sub>2</sub> FCl <sub>5</sub>	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	C <sub>2</sub> F <sub>2</sub> Cl <sub>4</sub>	76-12-0
CFC-113	Trichlorotrifluoroethane	CCl <sub>2</sub> F-CClF <sub>2</sub>	76-13-1
CFC-114	Dichlorotetrafluoroethane	CF <sub>2</sub> Cl-CClF <sub>2</sub>	76-14-2
CFC-115	Monochloropentafluoroethane	CClF <sub>2</sub> -CF <sub>3</sub>	76-15-3
CFC-211	Heptachlorofluoropropane	C <sub>3</sub> FCl <sub>7</sub>	422-78-6
CFC-212	Hexachlorodifluoropropane	C <sub>3</sub> F <sub>2</sub> Cl <sub>6</sub>	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C <sub>3</sub> F <sub>3</sub> Cl <sub>5</sub>	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C <sub>3</sub> F <sub>4</sub> Cl <sub>4</sub>	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C <sub>3</sub> F <sub>5</sub> Cl <sub>3</sub>	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C <sub>3</sub> F <sub>6</sub> Cl <sub>2</sub>	42560-98-5
CFC-217	Heptafluoropropyl chloride	C <sub>3</sub> F <sub>7</sub> Cl	422-86-6

Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress

### Halons

Contractors' are not to bring any of the following halons onto the Department of Enterprise Asset Management site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF <sub>2</sub>	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF <sub>3</sub>	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C <sub>2</sub> Br <sub>2</sub> F <sub>4</sub>	25497-30-7

These chemicals are currently permitted for use in fire extinguishers but will be phased out.

### Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

## Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

## RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section

- \*Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- \*Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;
- \*Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- \*Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- \*Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- \*Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH <sub>2</sub> Cl <sub>2</sub>	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl <sub>3</sub>	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl <sub>4</sub>	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C <sub>2</sub> HCl <sub>3</sub>	79-01-6	Lead Compounds	-	-
1,1,1-Trichloroethane	C <sub>2</sub> H <sub>3</sub> Cl <sub>3</sub>	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C <sub>2</sub> Cl <sub>4</sub>	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C <sub>4</sub> H <sub>8</sub> O	78-93-3			
Benzene	C <sub>6</sub> H <sub>6</sub>	71-43-2			
Methyl Isobutyl Ketone	C <sub>8</sub> H <sub>12</sub> O	108-10-1			
Toluene	C <sub>7</sub> H <sub>8</sub>	108-88-3			

**\*NOTE: The Department of Enterprise Asset Management encourages Green Build products and chemicals.**

## 8.28 **ACRONYMS**

**CFS's-** Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

**MSDS-** Material Safety Data Sheets

**OSHA-**Occupational Safety and Health Act

**ACBM-**Asbestos Containing Building Material

**PCBM-**Potential Asbestos Containing Building Material

**HCFC-** Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

**EPA-**Environmental Protection Agency

**SWPP-**Storm Water Pollution Plan

**NOI-**Notice of Intent

**PCB-**Polychlorinated biphenyl

**GFI-**Ground Fault Interrupters

**CFR-**Code of Federal Regulations

### CONTRACTORS' ACKNOWLEDGEMENT

I have received and reviewed the Department of Enterprise Asset Management Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for the Department of Enterprise Asset Management.

I will make sure all employees of our company and our sub-Contractors' understand and agree to the requirements outlined herein.

Director of Facilities Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:

## CONTRACTORS' CHECK LIST

The following checklist is provided to assist the Contractors' with complying with the requirements outlined in the Environmental, Health, Safety and Security Program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractors' Name:	
Contractor's Representative:	
24-hour phone number:	

<b>Action Required</b>	<input checked="" type="checkbox"/>
<b>Safety Orientation with EHSS Required?</b> If yes, the Contractors' is scheduled to attend on _____ (month/day) at _____ (time).	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Asbestos review required?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Lead materials review required?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Will the work require entry into a permit-required confined space?</b> <ul style="list-style-type: none"> <li>• If yes, inform the Contractors' about known hazards and history of entry operations for each space that they will enter.</li> <li>• If yes, the Project Manager/Coordinator will debrief the Contractors' after the work in these spaces is completed.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Will both the Contractors' and the Department of Enterprise Asset Management personnel be working in or near the permit-required confined space(s)?</li> <li>• If yes, determine if the Project Manager/Coordinator or the Contractors' will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.</li> </ul>	

<p><b>Hazard Communication:</b>          Provide the following to the Contractors':</p> <ul style="list-style-type: none"> <li>• Information on precautions and safety procedures that must be followed in the work area.</li> <li>• Access to MSDS's for hazardous chemicals located in the work area.</li> <li>• Information regarding the labeling system used in the work area.</li> <li>• Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials.</li> </ul> <p>Obtain a list of, and MSDS's for, all chemicals that the Contractors' will be using. Provide a copy to EHSS for review and approval.</p> <p>The Contractors' understands that MSDS's must be kept on-site for all chemicals used by the Contractors' on Facilities Management sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will work be conducted on the roof of a building where fume hood exhausts are located?</b></p> <ul style="list-style-type: none"> <li>• If yes, either coordinate access with the Department of Enterprise Asset Management to make sure that fume hoods in the work area are shut down, or inform the Contractors' of precautions that should be taken.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will work by the Contractors' involve electrical or mechanical systems?</b></p> <ul style="list-style-type: none"> <li>• If yes, inform the Contractors' of the lockout/Tagout procedures by the Department of Enterprise Asset Management personnel. Make sure that all the Contractor's' employees in the work area are aware of the lockout/Tagout procedures.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will Hot Work Permits be required during the Contractor's work?</b>          If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The Contractors' understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The Contractors' representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors'.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The Contractors' has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

# **EXHIBIT E**

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## **DISPUTE RESOLUTION PROCEDURES**

### **DISPUTE RESOLUTION PROCEDURES**

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) Business Days of being aware of its circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) Business Days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of this Agreement.
2. The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider's authorized representative and City Authorized Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) Business Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the authorized representatives, the Parties will exchange relevant information that will assist in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

# EXHIBIT F

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**TASK ORDER FORM**

*(Not Applicable)*

# **EXHIBIT G**

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## **ADDITIONAL AGREEMENT DOCUMENTS**

**Required Submittal (FORM 1)  
Illegal Immigration Reform and Enforcement Act Form (Page 1 of 1)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, stating as follows: (a) the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; (b) the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; (c) the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; (d) the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; (e) the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); (f) the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and (g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

198314

Federal Work Authorization User Identification Number

TK Elevator Corporation

Name of Contractor (Legal Name of Officer)

City of Atlanta

Name of Public Employer

7/18/2025

Date of Authorization (mm/dd/yyyy)

Elevator Modernization Service

Name of Project/Solicitation Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 17, 2025 in Atlanta, GA (City), GA (State).

[Signature]  
Signature of Authorized Officer or Agent

Modernization Senior Sales Executive  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 17 DAY OF July, 2025

[Signature]  
NOTARY PUBLIC

My Commission Expires: June 27, 2027

\*The signature date for both the authorized representative and notary public must be the same.



REV 6/5/2020

**CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Pursuant to City of Atlanta Code of Ordinances Section 2-1214 (Management of Conflicts in Source Selection), offerors shall disclose all organizational and personal relationships which may give rise to a conflict of interest if the offeror is awarded a contract. In addition, the Chief Procurement Officer ("CPO") may specify other types of relationships or interests which must be disclosed if, in the CPO's sole discretion, such disclosure is in the best interest of the City of Atlanta. Such personal, financial, or other relationship can render an offeror ineligible for award if the CPO determines that a conflict of interest cannot be mitigated or avoided. Before determining to withhold award of a contract based on conflict of interest considerations, the CPO shall provide notice to the offeror and reasonable opportunity for the offeror to respond.

Offerors must disclose the existence of personal or financial relationships involving City of Atlanta employees, officers or elected officials, as defined in the paragraphs below. To the extent that the CPO uses discretionary authority in the best interest of the city to require additional disclosures, these will be specified in the appropriately designated space below.

- (a) "Personal relationships" shall include executives, board members and partners in firms who have familial relationships with employees, officers and elected officials of the City of Atlanta. "Familial relationships" shall include the spouse, domestic partner registered under section 94-153, mother, father, sister, brother, and natural or adopted children of an official or employee.
- (b) "Financial relationships" shall include any interest held with a City of Atlanta employee, officer or elected official, or family members of a City of Atlanta employee, officer or elected official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

Name of Officer:	TK Elevator Corporation		
Name of Executive, Board Member or Partner	City of Atlanta Employee, Officer or Elected Official	State Whether "Personal" or "Financial" Relationship	Specify Nature or Circumstances of Personal or Financial Relationship (If Other, Board Member)
N/A	N/A	N/A	N/A

Indicate "Not Applicable" or "N/A" if no disclosures to report, then sign. Additional lines or pages may be added, if necessary.

Additional Disclosures Requested by Chief Procurement Officer			
N/A			

Page 1 of 2  
Conflict of Interest Disclosure Form

**CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT**

The undersigned individual certifies that the information provided herein is true and correct, that he or she holds the title entered below, and that he or she has the authority to complete this Conflict of Interest Form on behalf of the organization.

Completed this 17 day of July, 2025 in response to Solicitation  
Name/Number Justin Jarrett - 770.548.3261 EP/GS/DEAM/2508-1260035/ Elevator Modernization

Printed Name: Justin Jarrett  
Signature:   
Title: Modernization Senior Sales Executive

**FOR INTERNAL USE ONLY**

This conflict of interest disclosure Form has been reviewed in the Department of Procurement and, to the extent that the Offeror has disclosed any Personal or financial relationships that constitute a conflict of interest, the Offeror has provided an acceptable plan to avoid or mitigate the conflict; therefore, award of the above referenced contract is appropriate under Code Section 2-2-234.

\_\_\_\_\_  
Procurement Professional  
(PRINT NAME)

\_\_\_\_\_  
Title  
(PRINT)

\_\_\_\_\_  
Signature of Procurement Professional

\_\_\_\_\_  
Chief Procurement Officer  
(PRINT NAME)

\_\_\_\_\_  
Signature of Chief Procurement Officer

\_\_\_\_\_  
(Date)

# STATE OF GEORGIA

**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**Amended Annual Registration**

\*Electronically Filed\*  
 Secretary of State  
 Filing Date: 1/31/2025 5:55:55 PM

## BUSINESS INFORMATION

**BUSINESS NAME** : TK Elevator Corporation  
**CONTROL NUMBER** : J550537  
**BUSINESS TYPE** : Foreign Profit Corporation  
**FILING TYPE** : Amended Annual Registration

## CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

**PRINCIPAL OFFICE ADDRESS** : 788 Circle 75 Parkway SE, Suite 500, Atlanta, GA, 30339, USA  
**REGISTERED AGENT NAME** : CSC of Stephens County, Inc.  
**REGISTERED OFFICE ADDRESS** : 597 Big A Road, Toccoa, GA, 30577, USA  
**REGISTERED OFFICE COUNTY** : Stephens

OFFICER	TITLE	ADDRESS
Fei Tong	CFO	788 Circle 75 Parkway SE, Suite 500, Atlanta, GA, 30339, USA
Jeremy Rainwater	CEO	788 Circle 75 Parkway SE, Suite 500, Atlanta, GA, 30339, USA
Scott J. Silitsky	Secretary	2801 SW 15th Street, Pompano Beach, FL, 33069, USA

## CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

**PRINCIPAL OFFICE ADDRESS** : 788 Circle 75 Parkway SE, Suite 500, Atlanta, GA, 30339, USA  
**REGISTERED AGENT NAME** : CSC of Stephens County, Inc.  
**REGISTERED OFFICE ADDRESS** : 597 Big A Road, Toccoa, GA, 30577, USA  
**REGISTERED OFFICE COUNTY** : Stephens

OFFICER	TITLE	ADDRESS
Karen Kong	CFO	788 Circle 75 Parkway SE, Suite 500, Atlanta, GA, 30339, USA
Jeremy Rainwater	CEO	788 Circle 75 Parkway SE, Suite 500, Atlanta, GA, 30339, USA
Scott J. Silitsky	Secretary	2801 SW 15th Street, Pompano Beach, FL, 33069, USA

**registered agent will be identical.**

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** : Scott J. Silitsky

**AUTHORIZER TITLE** : Officer



# TK ELEVATOR CORP

Unique Entity ID <b>JJS9BXB5E5H6</b>	CAGE / NCAGE <b>4VC74</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Nov 20, 2025</b>	
Physical Address <b>2260 Northwest PKWY SE Marietta, Georgia 30067-9300 United States</b>	Mailing Address <b>3100 Interstate N CIR SE Suite 500 Atlanta, Georgia 30339-5042 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Georgia 11</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>(blank)</b>

<b>Registration Dates</b>		
Activation Date <b>Nov 20, 2024</b>	Submission Date <b>Nov 20, 2024</b>	Initial Registration Date <b>Sep 10, 2007</b>

<b>Entity Dates</b>	
Entity Start Date <b>Jan 1, 1958</b>	Fiscal Year End Close Date <b>Sep 30</b>

<b>Immediate Owner</b>	
CAGE <b>7AUZ1</b>	Legal Business Name <b>THYSSENKRUPP ELEVATOR AMERICAS CORP</b>

<b>Highest Level Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

**Exclusion Summary**

Active Exclusions Records?  
No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
Yes

<b>Entity Types</b>		
Business Types	Entity Type	Organization Factors
Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	<b>Business or Organization</b>	<b>(blank)</b>

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>4VC74</b>
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**Points of Contact**

**Electronic Business**

<input checked="" type="checkbox"/>	<b>SCOTT silitsky</b>	<b>210 N University Drive Suite 810 Coral Springs, Florida 33071 United States</b>
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Danielle Edgley	3100 Interstate N CIR SE Suite 500 Atlanta, Georgia 30339 United States
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**Government Business**

<input checked="" type="checkbox"/>	<b>SCOTT silitsky</b>	<b>210 N University Drive Suite 810 Coral Springs, Florida 33071 United States</b>
-------------------------------------	-----------------------	--

Danielle Edgley	3100 Interstate N CIR SE Suite 500 Atlanta, Georgia 30339 United States
-----------------	---

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>238290</b>	<b>Other Building Equipment Contractors</b>
	<b>332323</b>	<b>Ornamental And Architectural Metal Work Manufacturing</b>
	<b>333921</b>	<b>Elevator And Moving Stairway Manufacturing</b>

**Product and Service Codes**

PSC <b>3960</b>	PSC Name <b>Freight Elevators</b>
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**Disaster Response**

This entity does not appear in the disaster response registry.

# APPENDIX A

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**OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**

*(Not Applicable)*

# **APPENDIX B**

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## **INSURANCE AND BONDING REQUIREMENTS**

**APPENDIX B  
INSURANCE REQUIREMENTS  
EP/GS/DEAM/2508-1260035/Elevator Modernization**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City

certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

#### 4. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

#### 5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

**Email: [RiskCOI@AtlantaGa.Gov](mailto:RiskCOI@AtlantaGa.Gov)**  
**Enterprise Risk Management**  
**68 Mitchell St. Suite 9100**  
**Atlanta, GA 30303**

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a

certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from [notifications@origamirisk.com](mailto:notifications@origamirisk.com) which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta Office of Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: [RiskCOI@AtlantaGa.Gov](mailto:RiskCOI@AtlantaGa.Gov).

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured**

**Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$2,000,000 per occurrence subject to a \$4,000,000 aggregate**. The following indicated extensions of coverage must be provided:

**SELECT FROM THE FOLLOWING COVERAGE FORMS BASED ON SCOPE OF WORK AND EXPOSURE**

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations

- Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

F. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

G. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

**END OF DOCUMENT**





# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 292567**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Atlanta

The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile, General Liability and Umbrella policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

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

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

**Policy Number**  
**GLD5668805**

**ENDORSEMENT**  
**HDI Global Insurance Company**

**Named Insured** TK ELEVATOR USA HOLDING, INC.

**Effective Date:** 10-01-25  
12:01 A.M., Standard Time

**Agent Name** WILLIS TOWERS WATSON MIDWEST, INC.  
**Agent No.** P02115018

*This Endorsement Changes The Policy. Please Read It Carefully.*

**ADDITIONAL INSURED ENDORSEMENT**  
**BLANKET AUTOMATIC - WHERE REQUIRED BY CONTRACT**

IT IS HEREBY UNDERSTOOD AND AGREED THAT SECTION II - WHO IS AN INSURED - IS AMENDED BY ADDING THE FOLLOWING PART 4:

4. ANY PERSON, FIRM, CORPORATION OR GOVERNMENT BODY FOR WHOM YOU ARE OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO WITH RESPECT TO YOUR OPERATIONS, TO AFFORD COVERAGE SUCH AS PROVIDED BY THIS POLICY.

THE COVERAGE PROVIDED FOR ANY SUCH ADDITIONAL INSURED IS EXPRESSLY LIMITED TO APPLY ONLY TO LIABILITY ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR YOU UNDER THE WRITTEN CONTRACT OR AGREEMENT AND THEN ONLY TO THE EXTENT REQUIRED BY SUCH WRITTEN AGREEMENT. NO COVERAGE IS PROVIDED FOR ANY ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN ANY MANNER, DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS CONDUCTED BY OR FOR YOU.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IL SU 4004 (10-10)

**HDI GLOBAL INSURANCE COMPANY****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION AMENDMENT****SCHEDULE**

<b>Name, Address and E-Mail Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>WHEN REQUIRED BY PRIOR WRITTEN CONTRACT OR AGREEMENT</b>	<b>10 DAYS FOR NONPAYMENT 30 ALL OTHER</b>

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
  - II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
    1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
    2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
  - III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.
- All other terms and conditions of this policy remain unchanged.

**Policy Number**  
**GLD5668805**

**ENDORSEMENT**  
**HDI Global Insurance Company**

**Named Insured** TK ELEVATOR USA HOLDING, INC.

**Effective Date:** 10-01-25  
12:01 A.M., Standard Time

**Agent Name** WILLIS TOWERS WATSON MIDWEST, INC.  
**Agent No.** P02115018

*This Endorsement Changes The Policy. Please Read It Carefully.*

**PRIMARY AND NONCONTRIBUTING INSURANCE**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, PARAGRAPH 4.  
OTHER INSURANCE, SUBPARAGRAPH A. PRIMARY INSURANCE, IS AMENDED BY THE  
ADDITION OF THE FOLLOWING:

NOTWITHSTANDING ANY OTHER PROVISION OF THE POLICY TO THE CONTRARY,  
WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, THE  
INSURANCE AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL  
INSURED SHALL BE PRIMARY INSURANCE, AND ANY INSURANCE THAT LISTS THE  
ADDITIONAL INSURED AS THE NAMED INSURED, MAINTAINED BY  
THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING. THE COVERAGE  
PROVIDED FOR ANY SUCH ADDITIONAL INSURED IS EXPRESSLY LIMITED TO  
APPLY ONLY TO LIABILITY ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR  
YOU UNDER THE WRITTEN CONTRACT OR AGREEMENT AND THEN ONLY TO THE  
EXTENT REQUIRED BY SUCH WRITTEN CONTRACT OR AGREEMENT. NO COVERAGE IS  
PROVIDED FOR ANY ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN  
ANY MANNER, DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS  
CONDUCTED BY OR FOR YOU.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY NUMBER: GLD5668805

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION REQUIRED BY A PRIOR WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

IL SU 4004 (10-10)

**HDI GLOBAL INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION AMENDMENT**

**SCHEDULE**

**Name, Address and E-Mail Address of Other  
Person(s) / Organization(s):**

**Number of Days Notice:**

**WHEN REQUIRED BY PRIOR WRITTEN CONTRACT  
ON FILE WITH COMPANY**

**10 DAYS FOR NON PAYMENT  
30 DAYS ALL OTHER**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
  - II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
    - 1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
    - 2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
  - III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.
- All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: CUD5669105

COMMERCIAL LIABILITY UMBRELLA  
CU 24 03 12 20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION REQUIRED BY A PRIOR WRITTEN  
CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 9. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

Named Insured TK Elevator USA Holding, Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H1142823A	Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

\_\_\_\_\_  
Authorized Representative

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured TK Elevator USA Holding, Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H1142823A	Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative

**EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT**

Named Insured TK Elevator USA Holding, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H1142823A	Policy Period 10/01/2025 to 10/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- BUSINESS AUTOMOBILE COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- COMMERCIAL UMBRELLA LIABILITY POLICY**
- EXCESS GENERAL LIABILITY POLICY**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

**A. EARLIER NOTICE OF CANCELLATION**

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

**B. EARLIER NOTICE OF NON-RENEWAL**

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured TK ELEVATOR USA HOLDING, INC. 788 CIRCLE 75 PKWY SE, SUITE 500 ATLANTA GA 30339	Endorsement Number
	Policy Number Symbol: WLR Number: C72798880
Policy Period 10-01-2025 TO 10-01-2026	Effective Date of Endorsement 10-01-2025
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent