

**SECOND AMENDMENT TO AGREEMENT
FOR ANNUAL ELEVATOR FULL COVERAGE MAINTENANCE AND REPAIR
WITH SKYLINE ELEVATOR, INC.
NO. 14393**

THIS SECOND AMENDMENT (“Second Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Skyline Elevator, Inc., a Florida for-profit corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into a(n) Contractual Services Agreement, dated 11/14/2024, for routine maintenance tasks such as inspections, lubrication, adjustments, and minor repairs to elevators within Alachua County Buildings, identified by No. 14393 (the “Agreement”); and

WHEREAS, the County and Contractor previously entered into a First Amendment to the Agreement, dated 4/28/2025, to renew the term and increase the Not to Exceed Amount of the original agreement (the “First Amendment”); and

WHEREAS, the Parties agree to add the services, terms and conditions of the original Agreement to the Alachua County Sports and Event Center; update the rate schedule, and include an add/delete form via this Second Amendment; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the statutory language and affidavit required by Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the statutory language and affidavit required by Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited, to the original Agreement; and

WHEREAS, the Parties desires to amend the Agreement as provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

- A. Amendment. Sub-Section 6.A, of the Agreement is amended to read as follows:
 - 6.A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) per fiscal year (“NTE amount”). For the purposes of this Agreement, a fiscal year commences on October 1st and ends on September 30th. Payment will be in accordance with the Rate Schedule attached as **Exhibit 2** and incorporated herein.

- B. Amendment. **Exhibit 2** to the Agreement is amended and replaced in its entirety with **Exhibit 2** attached to this Second Amendment.

- C. Amendment. The Agreement is amended to add new Sub-Section 15.T, titled “Affidavit of No Coercion Pursuant to §787.06, Florida Statutes,” to read as follows:
 - 15.T **Affidavit of No Coercion Pursuant to §787.06, Florida Statutes**
 - 1. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity

attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

2. The Contractor will certify its compliance with this statutory requirement by completing and executing Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Second Amendment as **Exhibit "6"**.

D. Amendment. The Agreement is amended to add new Sub-Section 15.U, titled "Contracting with Entities of Foreign Countries of Concern Prohibited," to read as follows:

15.U **Contracting with Entities of Foreign Countries of Concern Prohibited**

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:

- a. The entity is owned by the government of a foreign country of concern;
- b. The government of a foreign country of concern has a controlling interest in the entity; or
- c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

3. The Contractor will certify its compliance with this statutory requirements by completing and executing the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to this Second Agreement as **Exhibit "7"**.

E. Amendment. The Agreement is amended to add new Sub-Section 15.V, titled "Addition/Deletion of County Locations," to read as follows:

15.V **Addition/Deletion of County Locations**. The Parties agree to authorize the County's Facilities Director, or designee, to add or remove services from County-owned facilities by execution of **Exhibit "8"**, Change Order – Add/Delete Facility Authorization, through which facilities may be added or deleted for the remainder of the current term of this Agreement. In such case that facilities are added or deleted, the updates will be included on the amendment for the next term-extension.

F. Amendment. New Sub-Section 12.E. is added to the Agreement to read as follows:

12.E. Termination for Violation of §287.135, Florida Statutes. **The Contractor hereby certifies to the County that the Contractor: (a) has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; and (b) is not engaged in a boycott of Israel.** The County may terminate this Agreement if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

G. Amendment. Exhibit A, titled "Unit Locations", of **Exhibit 1** to the Agreement is amended and replaced in its entirety with the updated **Exhibit A** attached to this Second Amendment.

H. Effective Date. This Second Amendment shall be effective upon execution by both Parties.

I. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect. In the event any of the prior amendments to the

Agreement conflict with this Second Amendment, the provisions of this Second Amendment shall prevail.

J. Signature Authority. Contractor represents and warrants to the County that the undersigned is authorized to execute this Second Amendment on behalf of the Contractor.

Remainder of this Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the day, and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit A to Exhibit 1: Unit Locations

Make	Controller	Serial Number	Elevator Type	Location	Address	Install Date	Mod Date
General Hydro	MCE H2000	33229	Hydro	Administration - Annex Elevator	120 South Main St, Gainesville FL	1982	2008
Sedgwick		46699	Traction	Alachua County Jail - Dumbwaiter	3333 NE 39th Ave, Gainesville FL	1992	
Miami Elevator	DMC-1	46697	Hydro	Alachua County Jail - Elevator 1	3333 NE 39th Ave, Gainesville FL	1992	
Miami Elevator	DMC-1	46698	Hydro	Alachua County Jail - Elevator 2	3333 NE 39th Ave, Gainesville FL	1992	
Dover Traction	Tricon	24338	Traction	Civil Courthouse - Elevator 1	201 East University Ave, Gainesville FL	1976	1998
Dover Traction	Tricon	24339	Traction	Civil Courthouse - Elevator 2	201 East University Ave, Gainesville FL	1976	1998
Dover Traction	Tricon	24340	Traction	Civil Courthouse - Elevator 3	201 East University Ave, Gainesville FL	1976	1998
Mowrey Hydro	Spirit 13	24343	Hydro	Civil Courthouse - Elevator 4	201 East University Ave, Gainesville FL	1976	2007
Sedgwick	Sedgwick	24341	Traction	Civil Courthouse - Elevator 5 (DW)	201 East University Ave, Gainesville FL	1976	
Otis	MCE	5719	Traction	County Administration Building - Elevator 1	12 SE 1st Street, Gainesville FL	1962	1994
Otis	MCE	5720	Traction	County Administration Building - Elevator 2	12 SE 1st Street, Gainesville FL	1962	1994
Kone	Mirprom ST	73003	Traction	Criminal Courthouse - Elevator 1	220 South Main Street, Gainesville FL	2003	
Kone	Mirprom ST	73008	Traction	Criminal Courthouse - Elevator 2	220 South Main Street, Gainesville FL	2003	
Kone	Mirprom ST	73004	Traction	Criminal Courthouse - Elevator 3	220 South Main Street, Gainesville FL	2003	
Kone	KCM831	73005	Traction	Criminal Courthouse - Elevator 5	220 South Main Street, Gainesville FL	2003	
Kone	KCM831	73006	Traction	Criminal Courthouse - Elevator 6	220 South Main Street, Gainesville FL	2003	
Kone	Mirprom 50	73009	Traction	Criminal Courthouse - Elevator 7	220 South Main Street, Gainesville FL	2003	
Kone	Mirprom 50	73007	Traction	Criminal Courthouse - Elevator 8	220 South Main Street, Gainesville FL	2003	
General Hydro	MCE H2000	22343	Hydro	Josiah T Wall Building - Elevator 1	515 North Main St, Gainesville FL	1974	2002
General Hydro	MCE H2000	62133	Hydro	Josiah T Wall Building - Elevator 2	515 North Main St, Gainesville FL	2002	
Mowrey	Omron C20	50151	Hydro	Main Street Center Building - Elevator	35 North Main Street, Gainesville FL	1995	
ThyssenKrupp	TAC32	103399	Hydro	Public Defenders Building - Elevator	151 SW 2nd Ave, Gainesville FL	2016	

Mowrey	Spirit 13	8879	Hydro	State Attorney - Elevator	120 West University Ave	1971	2015
SE Machine Hydro	MCE H2000	5249	Hydro	Wilson Building - Elevator	101 NE 1st Street, Gainesville FL	1960	2008
Montgomery	MCE H2000	43145	Hydro	Headquarters Library - Staff #4	401 East University Ave, Gainesville FL	1989	2011
Montgomery	MCE H2000	43142	Hydro	Headquarters Library - Patron #1	401 East University Ave, Gainesville FL	1989	2011
Montgomery	MCE H2000	43144	Hydro	Headquarters Library - Patron #2	401 East University Ave, Gainesville FL	1989	2011
Montgomery	Uniprom	43143	Hydro	Headquarters Library - Patron #3	401 East University Ave, Gainesville FL	1989	
Mowrey	Mowrey	112883	Hydro	Sports and Event Center - Elevator	4870 Celebration Pointe Ave, Gainesville FL	2022	

Exhibit 2: Rate Schedule

Monthly & Annual Preventative Maintenance and Inspections

Line Item	Description	Quantity	Unit of Measure	Unit Cost (Monthly)	Total (Annual)
1	Administration Annex (1 Elevator)	12	Per Month	\$ 175.00	\$ 2,100.00
2	Civil Courthouse (4 Elevators, 1 Dumbwaiter)	12	Per Month	\$ 1,140.00	\$ 13,680.00
3	County Administration Building (2 Elevators)	12	Per Month	\$ 620.00	\$ 7,440.00
4	County Jail (2 Elevators, 1 Dumbwaiter)	12	Per Month	\$ 430.00	\$ 5,160.00
5	Criminal Courthouse (7 Elevators)	12	Per Month	\$ 2,170.00	\$ 26,040.00
6	Josiah T. Walls Building (2 Elevators)	12	Per Month	\$ 350.00	\$ 4,200.00
7	Main Street Center Building (1 Elevator)	12	Per Month	\$ 170.00	\$ 2,040.00
8	Public Defender's Building (1 Elevator)	12	Per Month	\$ 175.00	\$ 2,100.00
9	State Attorney's Building (1 Elevator)	12	Per Month	\$ 175.00	\$ 2,100.00
10	Wilson Building (1 Elevator)	12	Per Month	\$ 175.00	\$ 2,100.00
11	Library Headquarters (4 Elevators)	12	Per Month	\$ 725.00	\$ 8,700.00
12	Sports and Event Center (1 Elevator)	12	Per Month	\$ 170.00	\$ 2,040.00
			Subtotal #1	\$ 6,475.00	\$ 77,700.00

Five-Year Inspections

Serial Number	Description	Elevator #	Unit of Measure	Unit Price	Price per building
24338	Civil Courthouse	1	Each	\$ 2,247.08	\$ 9,670.23
24339	Civil Courthouse	2	Each	\$ 2,247.08	
24340	Civil Courthouse	3	Each	\$ 2,928.99	
24343	Civil Courthouse	4	Each	\$ 2,247.08	
5719	County Administration Building	1	Each	\$ 2,928.99	\$ 5,781.61
5720	County Administration Building	2	Each	\$ 2,852.62	
73003	Criminal Courthouse	1	Each	\$ 2,565.48	\$ 17,958.36
73004	Criminal Courthouse	3	Each	\$ 2,565.48	
73005	Criminal Courthouse	5	Each	\$ 2,565.48	
73006	Criminal Courthouse	6	Each	\$ 2,565.48	
73007	Criminal Courthouse	8	Each	\$ 2,565.48	

73008	Criminal Courthouse	7	Each	\$	2,565.48	
73009	Criminal Courthouse	2	Each	\$	2,565.48	
			Subtotal #2	\$	33,410.20	\$ 33,410.20

Subtotal #1	\$	77,700.00
Subtotal #2	\$	33,410.20
Grand Total	\$	111,110.20

HOURLY RATES

Labor cost OVER AND ABOVE the time necessary for standard equipment and component renewal or repair procedures. Includes all administrative costs, fuel charges, truck charges, trip charges, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Technician	1	Per Hour	\$256.00	\$256.00
13	Mechanic	1	Per Hour	\$256.00	\$256.00
14	Engineer	1	Per Hour	\$256.00	\$256.00
TOTAL					\$768.00

OVERTIME RATES

Percentage above hourly rate, e.g. time and a half would be a 50% markup from the standard rate.

Line Item	Description	Unit of Measure	Percentage
15	Nights & Weekends	%	50%
16	Holidays	%	100%
17	Emergency Service	%	50%

Exhibit 6: Affidavit of No Coercion for Pursuant to §787.06

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Tan Nguyen, as Executive Vice-President of the Skyline Elevator, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the Skyline Elevator, Inc..
3. I attest and affirm that Skyline Elevator, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Tan Nguyen
Name Printed

Date Signed

Exhibit 7: Affidavit Regarding Foreign Countries of Concern

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Tan Nguyen, as Executive Vice-President of the Skyline Elevator, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Skyline Elevator, Inc..

3. I attest and affirm that the following is true and correct: _

a. Skyline Elevator, Inc. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Skyline Elevator, Inc..

c. Skyline Elevator, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Tan Nguyen

Name Printed

Date Signed

Exhibit 8: Change Order – Add/Delete Facility Authorization

The following equipment and monthly service will be added to the current term:

Facility Name: _____

Facility Address: _____

Installation Cost: \$ _____ *

Monthly Monitoring Fee \$ _____

Justification: _____

*Each new addition has a not to exceed annual expense of \$10,000.00

The following monthly service will be cancelled at the end of the current month:

Facility Name: _____

Facility Address: _____

Justification: _____

Approved by: _____

Facilities Director Effective Date: _____