

**MAYOR**

Richard E. Roquemore

CITY ADMINISTRATOR

Michael E. Parks

CITY COUNCIL

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

**CITY OF AUBURN
MAYOR and CITY COUNCIL**

May 22, 2025

6:00 PM

Council Chambers

1 Auburn Way

Auburn, GA 30011

COUNCIL REPORTS AND ANNOUNCEMENTS

NEW BUSINESS

1. Proposed amendment to the Zoning Ordinance of the City of Auburn, Section 17.60.214, Single Family Owner Occupancy- Sarah McQuade
2. 2025 Local Road Assistant Administration Funding Grant (LRA)- Iris Akridge
3. Placement of stop signs in Indian Meadows subdivision- Chief Hodge
4. 6th Street Dog Park Conceptual Plan- Michael Parks
5. Elevator Maintenance Agreement- Michael Parks

CITIZEN COMMENTS ON AGENDA ITEMS

ADJOURN

Agenda subject to change prior to meeting



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AGENDA ITEM: 1

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: May 15, 2025

PURPOSE: To amend the City of Auburn Zoning Ordinance to add a new section 17.60.214 – Single family owner occupancy

BACKGROUND: The proposed text amendment will add a section to the Zoning Ordinance in relation to the occupancy of single-family homes limiting the number of rental properties to 25% in new subdivision or development consisting of more than five (5) residential lots in the AG, R-100, PUD, PSV, RM-D or CCD district.

As part of the final plat review, a declaration of restrictive covenants will need to be recorded with the Clerk of Superior Court providing for a mandatory homeowners' or property owners' association. The declaration of restrictive covenants of the mandatory owners' association shall include a statement limiting the number of leased or rented homes to no more than twenty percent (20%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the owners' association prior to renting or leasing.

RECOMMENDATION: To recommend approval of the proposed text amendment, as presented.

FUNDING:
N/A

ORDINANCE NO. 25-005
**AN ORDINANCE TO AMEND THE CITY OF AUBURN ZONING ORDINANCE
TO ADD A NEW SECTION 17.60.214 SINGLE FAMILY OWNER OCCUPANCY
TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES**

WHEREAS, the City has adopted and maintained a comprehensive Zoning Ordinance; and

WHEREAS, changes in development patterns, proposed land uses, infrastructure and other matters warrant reviewing and updating portions of the Zoning Ordinance; and

WHEREAS, the Rowen development adjacent to the City proposes to create workspace for hundreds of new jobs, workers and potential residents inside the City; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to review and evaluate the current Zoning Ordinance in view of current development trends and future land use plans in and near the City; and

WHEREAS, the City has undertaken and completed such review and evaluation; and

WHEREAS, as a part of that review process, the Planning Commission and City Council have conducted public hearings in accordance with Georgia law seeking comment on the amendments and updates to the Zoning Ordinance; and

WHEREAS, the City's Code Enforcement Officer, Police Officers and staff frequently encounter issues related to property maintenance; and

WHEREAS, the proposed amendment related to rental units is intended to promote and encourage property ownership as a civic virtue and good citizenship, a path to economic advancement, and a mechanism for ensuring property maintenance and promotion of increasing property values; and

WHEREAS, amendment provides a balancing of interests by allowing for reasonable accommodation for some rental units in a manner which is economically and racially neutral;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens and businesses within the City to amend the Zoning Ordinance as outlined herein:

**NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY
ORDAINS THAT the following Subsection 17.60.214 is adopted as follows:**

17.60.214 Single Family Owner Occupancy

The provisions of this subsection shall apply to each new subdivision or development consisting of more than five (5) residential lots in the AG, R-100, PUD, PSV, RM-D or CCD district. Prior to the issuance of any building permit, the owner or developer shall record with the Clerk of Superior Court a declaration of restrictive covenants providing for a mandatory homeowners' or property owners' association. The declaration of restrictive covenants of the mandatory owners' association shall include a statement limiting the number of leased or rented homes to no more than twenty percent (20%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the owners' association prior to renting or leasing.

This ordinance shall be adopted effective immediately upon approval by the Mayor and City Council.

All other and further ordinances and parts of ordinances not in conflict with the foregoing subsection shall continue in full force and effect.

If any portion of this ordinance is determined by a court of competent jurisdiction to be invalid or unenforceable, the rest and remainder of this ordinance shall continue in full force and effect.

SO ORDAINED this ____ day of _____, 2025.

Richard E. Roquemore, Mayor

Joshua Rowan, Council Member

Taylor J. Sisk, Council Member

Robert Vogel, Council Member

Jamie Bradley, Council Member

ATTEST:

Brooke Haney
City Clerk



MAYOR
Richard E. Roquemore

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AGENDA ITEM NO: ____2____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: May 22, 2025

PURPOSE: Local Road Assistance Administration Funding Grant (LRA)

BACKGROUND: The Georgia Department of Transportation (GDOT) is pleased to share that the Governor and Legislature have included Local Road Assistance (LRA) Administration funds in the amended Fiscal Year 2025 budget. These funds will be managed and distributed through GDOT's GRANTS (LMIG) Application System. Eligible projects for LRA funding will follow the same guidelines as the LMIG program. Best of all, LRA funds do not require a local match.

The city has been allocated \$134,002.17 in LRA funding for 2025, with no local match required. The deadline to submit project applications is June 15, 2025.

I recommend that the city submit Fourth Avenue for LRA funding. The roadway surface is structurally failing, with extensive cracking that has been sealed repeatedly over the years. Heavy vehicle traffic including tractor-trailers, construction equipment, garbage trucks, and buses, has added to the development of potholes and uneven surfaces. With ongoing downtown development, improving this road would enhance both service and the overall appearance of the area, making it more appealing to our citizens.

FUNDING: **State LRA Grant** **\$134,002.17**

RECOMMENDATION: Approve Fourth Avenue as the designated project for the GDOT 2025 Local Road Assistance (LRA) Funding in the amount of \$134,002.17, for resurfacing improvements.

Attachments:

*FY 2025 Local Road Assistance Administration (LRA) Formula Amounts

*Map of Fourth Avenue Site

FY 2025 LOCAL ROAD ASSISTANCE ADMINISTRATION (LRA) FORMULA AMOUNTS

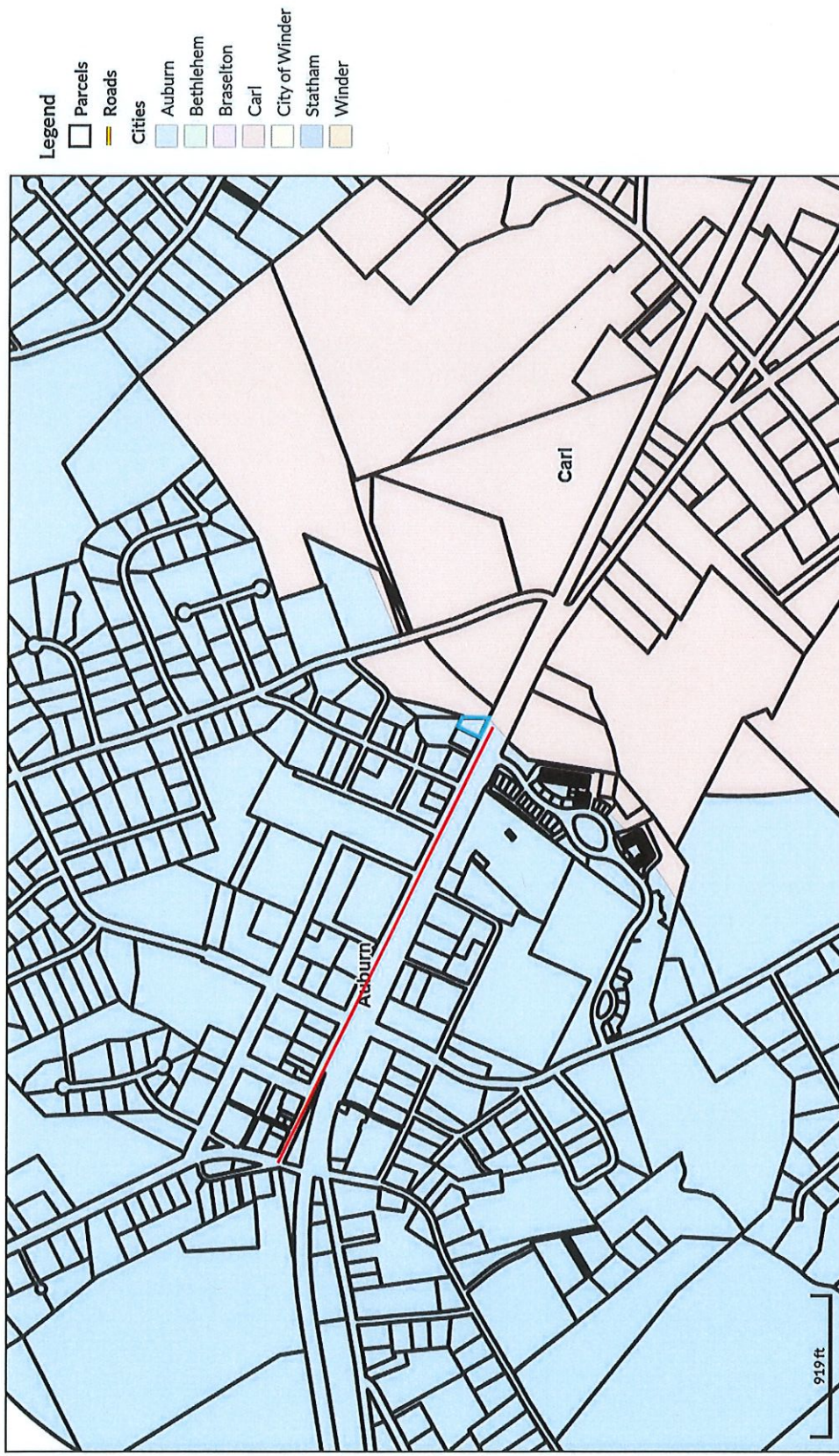
Cities are within multiple regional commissions -

Based on 2022 Census Estimates
**

Cities are within multiple Counties in the same regional commissions -

Based on 2024 GDOT Report *

GDOT District	County	City	Total Mileage*	Population**	FY 2025 LRA Formula Amount	Required FY 2025 LRA Match
5	APPLING	(UNINCORPORATED)	859.09	13,011	\$ 1,414,528.49	0%
5	APPLING	BAXLEY	85.19	4,960	\$ 168,068.19	0%
5	APPLING	GRAHAM	2.69	264	\$ 6,120.43	0%
5	APPLING	SURRENCY	6.17	193	\$ 10,913.31	0%
4	ATKINSON	(UNINCORPORATED)	376.06	5,157	\$ 615,119.95	0%
4	ATKINSON	PEARSON	17.88	1,799	\$ 41,016.57	0%
4	ATKINSON	WILLACOCHEE	14.75	1,227	\$ 31,889.00	0%
5	BACON	(UNINCORPORATED)	500.34	7,730	\$ 824,984.96	0%
5	BACON	ALMA	40.97	3,461	\$ 88,976.11	0%
4	BAKER	(UNINCORPORATED)	265.85	2,209	\$ 423,966.92	0%
4	BAKER	NEWTON	9.17	579	\$ 18,432.77	0%
2	BALDWIN	(UNINCORPORATED)	414.98	26,798	\$ 838,672.06	0%
2	BALDWIN	MILLEDGEVILLE	93.41	16,837	\$ 270,629.77	0%
1	BANKS	(UNINCORPORATED)	348.71	15,140	\$ 648,847.49	0%
1	BANKS	HOMER	17.65	1,526	\$ 38,596.24	0%
1	BANKS / JACKSON	MAYSVILLE	19.08	2,058	\$ 44,816.72	0%
1	BARROW	(UNINCORPORATED)	485.97	55,167	\$ 1,162,315.12	0%
1	BARROW	BETHLEHEM	8.45	749	\$ 18,617.64	0%
1	BARROW	CARL	3.66	220	\$ 7,272.98	0%
1	BARROW	STATHAM	22.36	2,925	\$ 56,408.73	0%
1	BARROW	WINDER	95.51	19,400	\$ 293,261.69	0%
1	BARROW / GWINNETT	AUBURN	43.64	8,865	\$ 134,002.17	0%
6	BARTOW	(UNINCORPORATED)	876.86	76,510	\$ 1,922,763.28	0%
6	BARTOW	ADAIRSVILLE	35.77	5,051	\$ 93,055.16	0%
6	BARTOW	CARTERSVILLE	140.87	23,904	\$ 396,863.36	0%





City of Auburn Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge
Chief of Police

1361 Fourth Avenue Auburn, Georgia 30011
Telephone 770-513-8657 Fax 770-682-4428

Rick Roquemore
Mayor

Agenda Item No. 3

To: Mayor and Council
From: Chief Chris Hodge
Date: May 22nd, 2025

Purpose

Consider approving the placement of additional stop signs in the Indian Meadows Sub-Division to create two separate multiple stop intersections

Background

The Police Department was recently contacted by representatives of the Indian Meadows Sub-division in reference to speeding vehicles. In summation, the main road within the sub-division, Cheyanne Way, is not on our state approved radar log. To mitigate speeding vehicles on the main roadway, the Police Department is petitioning the City Council to allow for two additional stop signs to be placed at the intersections of Cheyanne Way and Navajo Trail and at Cheyanne Way and Shoshone Court. This would create three-way stops at each intersection and potentially would limit the speed of vehicles on Cheyanne Way.

Funding

No funding necessary

Recommendation

Approve the placement of additional stop signs in the Indian Meadows Sub-Division

Attachments

1. Ariel view of the Indian Meadows Sub-division



SHOSHONE CT

NAVAJO TRAIL

CHEYENNE WAY

CHIPPEWA RUN

INDIAN MEADOWS



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AGENDA ITEM: 4

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: May 22, 2025

PURPOSE: To bring before council again the proposed Dog Park located on 6th Street that was approved by council on April 7, 2016.

BACKGROUND: The proposed Park will be constructed off 6th Street across from the rear entrance to Auburn Elementary.

The new neighborhood (pocket) park concept will include and/or address the following:

- Dog park: fenced in areas for large and small dogs.
- Park entry access from 6th Street:
 - Create a loop drive for parents pick up/drop off to adjacent Elementary School
 - Integrate entry with parking area options for park users.
 - Provide landscape design for entry, to include location for park sign.
- Recommendations for prefabricated Picnic Pavilion and/or other prefabricated park structures.
- Walking trail(s) – multi-use.
- Site furnishings: Benches, Picnic Tables, Water Fountain, Pet Waste Stations, Trash and/or Recycling Receptacles, Pedestrian Lighting, etc.
- General Landscape improvements for site.

RECOMMENDATION: To Approve CPL Design presented by staff.

FUNDING: SPLOST

ATTACHMENTS: CPL



MAYOR
Linda Blechinger

CITY CLERK
Joyce Brown

CITY COUNCIL
Peggy J. Langley
Robert L. Vogel III
Bill Ackworth
Jay L. Riemenschneider

AGENDA ITEM _____

TO: Ron Griffith
City Administrator

FM: Alex Mitchem
City Planner

DATE: March 10, 2016

PURPOSE:

Approve 6th Street Park Conceptual Plan

BACKGROUND

The proposed Park will be constructed off 6th Street across from the rear entrance to Auburn Elementary. The total acreage of the subject tract totals 3.215 acres and will include the following amenities:

- 6' Mulch walking trails
- Decorative fence
- Separate large dog and small dog fenced area totaling .50 acre in size
- Benches
- Picnic tables
- 29 Parking Spaces
- One way vehicular access loop (provides stacking/turnaround for elementary car rider line.)

FUNDING:

None.

RECOMMENDATION:

To Approve 6th Street Park Conceptual Plan.

ATTACHMENT:

6th Street Park Design Concept by EMI.



February 28, 2025

Michael Parks, City Administrator
City of Auburn
1 Auburn Way
Auburn, Georgia 30011
mparks@cityofauburn-ga.org

Re: New Park at 6th Concept Design Proposal

Dear Mr. Michael Parks,

CPL Architecture, Engineering, and Planning is pleased to submit this proposal for professional design services for the conceptual design plan for a neighborhood (“pocket”) park at 6th Street (Parcel ID AU11 059) with amenities to include a dog park, park entry (vehicular loop) with parking, signage at 6th street, and other park elements listed below to be considered for the site plan.

Program of Park Concept

The new neighborhood (pocket) park concept will include and/or address the following:

- Dog park: fenced in areas for large and small dogs.
- Park entry access from 6th Street:
 - Create a loop drive for parent pick up/drop off to adjacent Elementary School
 - Integrate entry with parking area options for park users.
 - Provide landscape design for entry, to include location for park sign.
- Recommendations for a prefabricated Picnic Pavilion and/or other prefabricated park structures.
- Walking trail(s) – Multi-use.
- Site furnishings: Benches, Picnic Tables, Water Fountain, Pet Waste Stations, Trash and/or Recycling Receptacles, Pedestrian Lighting, etc.
- General Landscape improvements for site.

Scope of Work & Deliverables

Professional Consultant Services will be provided by CPL in accordance with a developed scope of services. The following workflow process represents the Scope of Work needed to develop a neighborhood park concept plan. Detailed Project understandings, assumptions, and exclusions are considered as part of the final scope.



Phase 1 – Design Development Drawings

1. Pre-design – Data collection and Research (site visit time included).
2. Base Sheet Preparation – CPL will use an existing survey, GIS, aerial photography, and/or a field generated data of current conditions gathered during the Pre-design site visit to generate a base map to complete proposed park concept designs.
3. Project Kick-off Meeting – Review of Constraints & Program (Visioning). Meeting time is included to review the base map and program elements.
4. Preliminary Site Design – Design team to prepare one (1) hand drawn, black and white concept plan to illustrate potential layout and arrangement of program elements.
5. Review Meeting of Preliminary Concept Design – CPL design team to meet with City Officials prior to completing the final concept design and estimate of probable costs.
 - a. On-site review of concept is recommended.
6. Final Concept Plan – Based upon the direction established and any adjustments required following the review of the preliminary concept, a final rendered plan with labels shall be provided. As part of advancing the design, precedent imagery will be provided for recommended furnishings and proposed site structures. Final Concept Plan Drawing(s) will clearly indicate the following program elements:
 - a. Landscaped Areas and types of plantings.
 - b. Pavement areas and types of materials.
 - c. Types and location of seating.
 - d. Types and location of lighting.
 - e. Types and location of park structures.
 - f. Conceptual grades and drainage.
7. Estimate of Probable Costs.
8. Review of Final Concept Plan / Community Meeting Presentation (Auburn, Ga).
 - a. Final concept drawing with labels, image board(s), and estimate of probable costs will be provided to the Client for final review and comment. Time has been allocated in this task for a meeting with Client and minor adjustments to the final concept plan as directed by the Client.

Phase 2 – Construction Documents (TBD)

Based upon final approval of the Concept Design completed in Phase 1, the project's budget and any adjustments in the scope or quality of the project directed at this time, CPL will prepare Construction Documents (CDs). CDs will consist of drawings and specifications, providing information necessary for final pricing and installation of site work.

1. Site Survey – A topographic survey of the park parcel and adjacent areas along 6th Street is required prior to start of Construction Drawings, to be provided by the City of Auburn.
2. Construction Documents, Permitting, Bidding, and Construction Administration (TBD).

**Fee Proposal**

CPL will perform the Phase 1 scope of work outlined above for the lump sum amount specified below. Any additional services beyond this scope may be provided on an hourly basis, in accordance with the hourly rates listed in Appendix 'B'. Our fees for the scope are as follows:

Phase 1 Design – Development Drawings:

1. Pre-design – Data Collection (Site Visit)	\$ 1,020.00
2. Base Sheet Preparation	\$ 855.00
3. Project Kick-off Meeting	\$ 510.00
4. Preliminary Site Design Concepts (2 – 3 Concepts)	\$ 2,220.00
5. Review of Preliminary Concepts (Meeting)	\$ 675.00
6. Final Concept Plan (Rendering)	\$ 2,040.00
7. Estimate of Probable Costs	\$ 1,590.00
8. Review of Final Concept Plan / Community Meeting Presentation	\$ 765.00
<u>Budget Estimate for mileage, plots, copies, etc.</u>	<u>\$ 200.00</u>
Subtotal for Phase 1:	\$ 9,875.00

Phase 2 – Construction Documents:

1. Topographical Survey (by Others)	
2. Construction Documents, Permitting, Bidding, and Construction Administration	\$ TBD

CPL will not exceed the estimated design budget without authorization from the Client. Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier services, mileage, etc.

ASSUMPTIONS & CONCLUSIONS

- Property is owned by the City of Auburn.
- Client (City of Auburn) to provide CAD drawing files of existing survey.
- Fee does not include construction documents, permitting, bidding, or construction administration services.
- Permitting and permit related review fees are not included in the scope.
- A topographical survey of the entire site will be provided by the City prior to Phase 2 – Construction Documents.
- Preliminary site plans will be provided in freehand sketch.
- The existing pump station on site is excluded from the park design and will not be modified for the conceptual site plan.
- Geotechnical borings are not in this contract.
- There is no need for wetland delineation.
- Number of meetings are limited to those specified in the scope of work.
- Unsuitable soil or rock are not anticipated.
- No environmental or archeological studies are needed.
- Client will provide all existing data and access to data for the design team.



- No public involvement is anticipated.
- There are no state waters within 200 feet of the proposed construction zone.
- Water, power, and sewer are assumed to be available to the site.
- No irrigation design is anticipated at this time.
- Pavilions and playgrounds will be prefabricated selections if Client decides to include in park.
- No architectural drawings are anticipated in this fee.

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between the City of Auburn City, Georgia and CPL with respect to the work to be performed by CPL for the benefit of the City of Auburn City, Georgia and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Auburn City, Georgia and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca M. Keefer".

Rebecca Keefer, AICP
Principal

IN WITNESS OF THE FOREGOING, the Parties have set their hands and sealed the day and year first written above.

CITY OF AUBURN:

BY: _____ ATTEST: _____



APPENDIX 'A'

TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. The hourly rates outlined in this contract are subject to an annual increase of up to 5 percent. This adjustment will take effect at the beginning of the calendar year.
5. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
6. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
7. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
8. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
9. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
10. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
11. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.



12. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
13. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
14. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
15. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.



APPENDIX 'B'
CPL HOURLY RATES

<i>BILLING ROLE</i>	<i>BILLING RATE</i>
Principal Architect/Engineer/Planner	\$ 270.00
Principal Consultant	\$ 180.00
Project Manager	\$ 180.00
Senior Planner	\$ 165.00
Senior Architect	\$ 165.00
Senior Engineer MEP	\$ 165.00
Senior Landscape Architect	\$ 165.00
Senior Engineer Civil/Structural	\$ 150.00
Senior Interior Designer	\$ 150.00
Planner	\$ 135.00
Project Architect	\$ 135.00
Project Engineer MEP	\$ 135.00
Project Engineer Civil/Structural	\$ 120.00
Resident Observer	\$ 120.00
Interior Designer	\$ 105.00
Junior Planner	\$ 90.00
Junior Engineer	\$ 90.00
Junior Draftsperson	\$ 90.00
Clerical Administrative	\$ 75.00
<i>Municipal Services</i>	
Building Plans Examiner	\$ 150.00
Building Inspector	\$ 135.00
Building Official	\$ 135.00
Senior Code Enforcement Officer	\$ 120.00
Soil and Erosion Control Supervisor	\$ 120.00
Soil and Erosion Control Inspector	\$ 105.00
Permit Technician	\$ 75.00



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: 5

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: May 22, 2025

PURPOSE: To bring before the council the elevator maintenance agreement that we received from Otis Elevators and Vanguard Elevators.

BACKGROUND: The elevators at the Auburn Municipal Complex are currently serviced by Otis Elevator Company. Our service contract is up for renewal, and we have received two bids: one from our current provider, Otis Elevator, and another from Vanguard Elevator. Maintaining an elevator service contract will ensure the continued safe and reliable operation of the elevators.

RECOMMENDATION: To approve the Vanguard Elevator agreement at a rate of \$729.00 per month for a three-year term, after which it will continue on a year-to-year basis as presented by staff.

FUNDING: General Funds

ATTACHMENTS: Otis Elevators and Vanguard Elevator Maintenance Agreements

Signature Contract



**Signature
Service**

**ACCOUNT NAME &
ADDRESS**

NEW CITY HALL - AUBURN GA
1 AUBURN WAY
AUBURN, GA 30011

**CUSTOMER NAME &
CONTACT INFO**

Sloane Laughman
sloane@bmandkinc.com

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



**RELIABILITY &
RESPONSIVENESS**

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



COMMUNICATION

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



**SAFETY &
ENVIRONMENT**

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



**SCHEDULE &
CLARIFICATIONS**

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



**PAYMENT &
ACCEPTANCE**

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

COVERAGE TERMS

Price : \$750.00 per month, payable annually in advance
Duration : five (5) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

840 FRANKLIN COURT
MARIETTA, GA 30067
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
Confidential

Otis Service

3/21/2025

CUSTOMER NAME

NEW CITY HALL - AUBURN GA
1 AUBURN WAY
AUBURN, GA 30011

OTIS ELEVATOR COMPANY

840 FRANKLIN COURT
MARIETTA, GA 30067

PROJECT LOCATION

NEW CITY HALL - AUBURN GA
1 AUBURN WAY
AUBURN, GA 30011-3058

PROPOSAL NUMBER

QTE-002130459

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

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	Gearless Belted MRL	OTIS	ELV 2, ELV 1	U1S300, U1S299

CONTRACT PRICE

The contract gross price is seven hundred fifty dollars (\$750.00) per month, payable annually in advance. If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

TERM & RENEWAL

The Commencement Date will be 7/19/2025. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

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

PAYMENT

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

INVOICE DELIVERY

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

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

AUTOPAY

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

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, you agree that the Contract Price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

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

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

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

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

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

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

QUALITY CONTROL

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

CUSTOMER REPRESENTATIVE

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

REPORTS – CUSTOMER PORTAL

We will use the OMMST[™] program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

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

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units and conduct an annual no load test. Code may require a full load, full speed test of safety mechanisms, over-speed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis.

FIREFIGHTERS' SERVICE TEST

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

24 – HOUR DISPATCHING

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

TRAVEL TIME AND EXPENSE

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

NORMAL HOURS

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

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

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

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

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

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than twenty (20) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

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

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

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

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

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

QUALITY AUDITS

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

MAINLINE DISCONNECTS

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

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

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

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

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

INSTRUCTIONS / WARNINGS

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

LOCK OUT / TAG OUT ("LOTO")

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

WIRING DIAGRAMS

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

SERVICE TOOLS

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

RESPONSIBILITY FOR THE UNITS

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

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to

you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

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

THIRD PARTY INTERFACE

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

ELECTRICAL AND LIGHTING REQUIREMENTS

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

ACCIDENT

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

ENTRAPMENT

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

ALTERATIONS

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

TELEPHONE

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

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such

Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

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

MATERIAL BREACH BY CUSTOMER

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

TERMINATION FOR CUSTOMER'S BREACH

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

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent

(50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

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

LIMITATION ON DAMAGES

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

INDEMNITY

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

INSURANCE

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

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

CERTIFICATES

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

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed

through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

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

ENTIRE CONTRACT

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

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

OUT OF SCOPE SERVICES

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

AMENDMENT

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



SUBMITTED BY: Sara LaGuardia
TITLE: Sr Associate, Business Development
E-MAIL: Sara.LaGuardia1@otis.com

Accepted in Duplicate

NEW CITY HALL - AUBURN GA

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Jonathon Hadley

Title: _____

Title: Director & GM, Atlanta

Email: _____

Email: JonH.Hadley@otis.com

Company Name: NEW CITY HALL - AUBURN GA

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____



BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: NEW CITY HALL - AUBURN GA	Name: Sloane Laughman
Address: 1 AUBURN WAY	Phone Number: 706-654-6294
Address 2:	Email: sloane@bmandkinc.com
City: AUBURN	Email Address for Invoice Delivery:
State: Georgia	Email Address for Statement Delivery (if different from above):
Zip Code: 30011	

TAX STATUS

Are you tax exempt? (Check one)

Yes

No

<input type="checkbox"/>	<input type="checkbox"/>
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If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

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

Yes

No

<input type="checkbox"/>	<input type="checkbox"/>
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If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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NON-CONTRACTUAL SERVICES

Yes

No

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

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

PO#

Value

--	--

WORK ORDER MANAGEMENT

Yes

No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Yes

No

Do you require a certificate of insurance?

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

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

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

Yes

No

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

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If yes, please provide site name:

Otis ONE™ Solution

CUSTOMER NAME

NEW CITY HALL - AUBURN GA

CUSTOMER ADDRESS1 AUBURN WAY
AUBURN,GA30011**BUILDING NAME**NEW CITY HALL - AUBURN GA
1 AUBURN WAY
AUBURN, GA 30011-3058**Quote Number**

QTE-002130459

Otis ONE™ RIDER TO OTIS MAINTENANCE CONTRACT

Otis will provide the digital services selected below ("DIGITAL SERVICES") in accordance with the terms and conditions of this rider ("RIDER"). This RIDER, including all exhibits and appendices hereto which are incorporated as a binding part of this RIDER, supplements the existing maintenance services currently provided by Otis to NEW CITY HALL - AUBURN GA on the subject equipment ("CUSTOMER EQUIPMENT") pursuant to the maintenance contract(s) ("MAINTENANCE CONTRACT"). In the event of a conflict, the terms of this RIDER shall govern any rights or obligations relating to DIGITAL SERVICES Otis provides to CUSTOMER.

SECTION 1 – PRODUCT OVERVIEW AND SCHEDULE OF EQUIPMENT

1.1 OTIS ONE™ PACKAGES

☒ **Otis ONE™ Pro – \$70 / month /unit**

Otis ONE™ Pro includes all the features of Otis ONE™ Plus in addition to voice, video and text-based communication services. Otis ONE™ Pro includes the communication system required to comply with IBC 3001.2-2018 and ASME A17.1-2019 codes for the hearing and speech impaired. eView™ is an infotainment service exclusive to Otis ONE™ Pro that enhances the passenger experience by providing news, weather, and sports content on the screen inside the elevator.

1.2 AUTHORIZED PERSONNEL STATION

An authorized personnel station allows authorized personnel to communicate with trapped passengers in elevators equipped with Otis ONE™ Plus with Voice or Otis ONE™ Pro. Authorized personnel can speak to passengers and when the elevator is equipped with Otis ONE™ Pro, view a live video feed from inside the elevator and communicate with passengers via text messaging.

☐ **Otis-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using an Otis provided tablet PC. If selected by customer, a supplemental proposal will be provided for the material and installation of the station.

☐ **Customer-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using their own computer hardware. Requires PC with speaker, microphone and Chrome browser. There is no additional cost for a customer-provided authorized personnel station.

1.3 SCHEDULE OF EQUIPMENT

OTIS proposes to install and enable IoT Services as defined above on the EQUIPMENT specified below subject to a final survey and approval by OTIS. If, in OTIS' judgment installation and enabling of IoT Services on the EQUIPMENT is not feasible, then OTIS may at its discretion terminate this RIDER immediately.

Quote Number	Machine Number	Customer Designation	Otis ONE™ Package
QTE-002130459	U1S300	ELV 2	Pro
QTE-002130459	U1S299	ELV 1	Pro

1.4 LOCATION OF THE EQUIPMENT

Address:

NEW CITY HALL - AUBURN GA, 1 AUBURN WAY AUBURN, GA 30011-3058

SECTION 2 – TERM, RENEWAL AND RIDER PRICE

2.1 TERM & RENEWAL

The Commencement Date of this RIDER shall be 7/19/2025 and the duration of the term shall be equal to the remainder of the term under the current applicable MAINTENANCE CONTRACT for the corresponding EQUIPMENT identified in Section 1.2. This RIDER shall automatically renew for a term equal to the renewal term of the corresponding MAINTENANCE CONTRACT for the subject EQUIPMENT. Customer may cancel the Otis ONE™ subscription at any time by providing OTIS with a 90-day written notice with the intent to cancel. The termination of this RIDER shall have no effect on the MAINTENANCE CONTRACT.

2.2 RIDER PRICE

The subscription fee is \$140 per month for the Otis ONE™ packages selected in Section 1.1.

This subscription fee will increase if (i) Otis' out-of-pocket costs to provide the DIGITAL SERVICES increase or (ii) new functionality, features, and/or technologies are offered (other than as selected herein) and are selected by CUSTOMER. The contract value shall be adjusted annually on the Commencement Date in accordance with the increase in the cost of performance of the DIGITAL SERVICES.

Discounts of any type, if any, set forth in the underlying MAINTENANCE CONTRACT shall not apply to the price for the DIGITAL SERVICES set forth in this RIDER.

SECTION 3 – GENERAL TERMS AND CONDITIONS OF IOT SERVICE

3.1 DIGITAL EQUIPMENT

Otis may use and/or install any device and software necessary to provide the DIGITAL SERVICES (e.g., sensors, cameras, remote monitoring devices, communication devices) ("DIGITAL EQUIPMENT"). CUSTOMER grants Otis access to CUSTOMER's building(s) to install the DIGITAL EQUIPMENT and to use CUSTOMER's electricity for the DIGITAL EQUIPMENT.

The DIGITAL EQUIPMENT shall remain Otis's property, except for DIGITAL EQUIPMENT pre-installed on CUSTOMER EQUIPMENT or sold to CUSTOMER under a separate contract. CUSTOMER allows Otis to use all DIGITAL EQUIPMENT for providing the DIGITAL SERVICES. The DIGITAL EQUIPMENT shall only be used by authorized Otis personnel and exclusively in connection with the CUSTOMER EQUIPMENT on which it was originally installed. Conditioned upon CUSTOMER's compliance with the terms this RIDER, Otis grants to CUSTOMER a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the DIGITAL EQUIPMENT for use in relation to the provision of the DIGITAL SERVICES by Otis. CUSTOMER will keep the software resident in the DIGITAL EQUIPMENT in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.

When this RIDER ends, Otis may, at its sole discretion, disable and/or remove, either remotely or via onsite visit, any DIGITAL EQUIPMENT owned by Otis. CUSTOMER shall provide Otis with access to CUSTOMER's building(s) in order in order to facilitate the foregoing.

3.2 SCOPE OF WORK

Otis' subscription service obligations hereunder do not include the provision of any work related to the DIGITAL EQUIPMENT (and its parts), including, but not limited to, repair or replacement due to normal wear and tear or due to any cause beyond Otis' control (e.g., vandalism, abuse, misuse, neglect, force majeure events, obsolescence of parts and/or software, accidents not caused by Otis). In its sole discretion, Otis may provide software updates, patches or bug fixes, and may use new or refurbished components of comparable quality.



3.3 EVALUATE REMOTELY AND ONSITE

CUSTOMER shall grant Otis remote and onsite access to its building(s) in order to evaluate the CUSTOMER EQUIPMENT, provide solutions and updates, gather data, and make changes to system configurations and hardware. If diagnostics indicate a need for onsite service or other corrective actions, the terms of the MAINTENANCE CONTRACT are exclusively applicable to the provision of such onsite service. CUSTOMER shall provide all reasonable assistance to Otis necessary to:

- a) prevent or mitigate any cyber security threats or any unauthorized use of CUSTOMER EQUIPMENT or DIGITAL EQUIPMENT, and
- b) follow Otis' required instructions or comply with any applicable regulatory provisions.

3.4 DATA OWNERSHIP

Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under this RIDER.

"CUSTOMER DATA": personal information and/or application usage data combined with personal information that Otis receives from CUSTOMER or its end users, has access to, or otherwise processes for or on behalf of CUSTOMER in connection with this RIDER.

The following data shall remain the property of Otis: all data (i) related to and generated by the CUSTOMER EQUIPMENT and DIGITAL EQUIPMENT, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from CUSTOMER Data that cannot reasonably be manipulated to identify any individual.

SECTION 4 – LIABILITY, DATA PRIVACY & SECURITY & DATA OWNERSHIP

4.1 OTIS' LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, NEITHER PARTY, NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Otis only warrants that it has good title to the DIGITAL EQUIPMENT. OTHER THAN THE PRECEDING SENTENCE, OTIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE DIGITAL EQUIPMENT.

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, AND TO THE EXTENT PERMITTED BY LAW, OTIS' TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION

WITH THIS RIDER SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO OTIS IN THE LAST TWELVE (12) MONTHS UNDER THIS RIDER.

4.2 DATA PRIVACY & SECURITY

The DIGITAL EQUIPMENT and/or DIGITAL SERVICES provided under this RIDER may result in the collection of personal identifiable information. When a party provides to the other party such personal identifiable information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such information and will only use such personal information for providing the DIGITAL SERVICES and for no other purposes.

SECTION 5 – TERMINATION

OTIS SHALL BE ENTITLED TO TERMINATE THIS RIDER IF ANY OF THE FOLLOWING EVENTS OCCUR:

- a)** In Otis' judgment, installation, operation, and enabling of DIGITAL EQUIPMENT on CUSTOMER EQUIPMENT is not feasible;
- b)** Without Otis' consent, any work upon the DIGITAL EQUIPMENT is undertaken by anyone other than Otis;
- c)** CUSTOMER refuses or fails to carry out work or replacement falling outside the scope of this RIDER and/or the MAINTENANCE CONTRACT, within a reasonable period of time after written notice from Otis that such work or replacement is necessary for providing the DIGITAL SERVICES;
- d)** CUSTOMER fails to pay any monies due under this RIDER and/or the applicable MAINTENANCE CONTRACT within thirty (30) days of their becoming due; or
- e)** CUSTOMER breaches any material part of this RIDER, provided that such termination shall be effective ten (10) days following the date of written notice thereof to CUSTOMER, if CUSTOMER has not fully cured the cause and purged the effect of such breach within said ten (10) day period.

Neither party shall be held liable if it fails to comply with this RIDER due to a cause that is beyond its reasonable control and that could not reasonably be foreseen when this RIDER was signed. The following events are a non-exclusive list of such causes: national or local government directives, regulatory documents, new or amended laws or regulations, wars, pandemics, strikes, terrorism, cybercrime, riots, natural disasters, and unavailability of telecommunication and information systems. The affected party may terminate this RIDER by giving 30 days prior written notice to the other party.

In the event of termination under Section 3, Otis shall be entitled to collect from CUSTOMER, Otis' attorney fees, investigative fees and costs to recover the DIGITAL EQUIPMENT, where applicable.

SECTION 6 – WORK BY OTHERS

The following specifications must be met and the work shall be performed by others.

Otis ONE™ Pro –

1. Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group.
2. When provided as per A17.1/B44 2.27.1.1.4 (where elevator rise is 18m (60 ft) or more or building is in seismic zones 3 or 4), a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per building in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group.
3. When the location of the call center for the elevator emergency communication system is provided within the building/campus as per A17.1/B44 2.27.1, provide a 125 volt, 15 ampere single-phase power supply receptacle at the location where the elevator emergency communication system will be monitored. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group.
4. Provide a dedicated RJ45 internet connection to each elevator controller, at least one network drop for each Machine Room.
5. Provide a dedicated RJ45 internet connection to enable emergency personnel communications when provided as per A17.1/B44 2.27.1.1.4 (where elevator rise is 18m (60 ft) or more or building is in seismic zones 3 or 4).
6. Provide a dedicated RJ45 internet connection to enable elevator emergency communications when those communications are handled within the building or campus and Otis provides the monitoring equipment.
7. Working internet must meet the below minimum requirements:

Number of Elevator Cars	Minimum Download Bandwidth (Mbps)	Minimum Upload Bandwidth (Mbps)
1-3	5	1

4-6	10	2
7-8	15	3

Please provide the names and email addresses of those who require access to the Otis ONE™ Customer Dashboard :

Name	Email Address	Phone Number

NEW CITY HALL - AUBURN GA

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Jonathon Hadley

Title: _____

Title: Director & GM, Atlanta

Email: _____

Email: JonH.Hadley@otis.com

Company Name: NEW CITY HALL - AUBURN GA

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)



PREVENTATIVE MAINTENANCE AGREEMENT

Name:	City of Auburn – City Hall	Date:	4/23/25
Address:	1 Auburn Way Auburn, Georgia 30011	Proposal:	R25-11559

Vanguard Elevator proposes to furnish maintenance service as set forth in the paragraphs here in below, on the following elevator at the address stated above:

Two MRL Traction Passenger Elevators

Vanguard Elevator will: regularly and systematically examine; adjust, repair, clean and lubricate to meet our maintenance standards. Our maintenance agreement includes adjustment, repair, and lubrication the following equipment:

- Safety systems
- Controller components, relays, and wiring
- Fixtures; lamps, buttons, and switches
- Door operation systems and all components related
- Car positioning systems
- Clean machine room, car top, and pit to keep free of debris

This contract includes regular and systematic preventive maintenance visits and callbacks during our regular working hours. Our normal working hours are Monday through Friday, 8:00 am to 4:30 pm except all nationally recognized holidays.

Vanguard Elevator will provide annual safety testing as required by the local authority having jurisdiction. Testing will be performed as defined by the American National Safety Code for Elevators and Escalators (ANSI A17.1.) This will be done in accordance with the most current edition in effect on the anniversary date of this agreement. If during the test the safety system fails, you will be responsible for all necessary repairs. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests performed under this agreement. If during the initial firefighter's service test, related features are determined to be non-functioning, you will be responsible for repairing the related items as required by local authority having jurisdiction.

There will be no charge for minor parts and repairs, in our judgement, occurring under normal use and wear. As a courtesy for our established maintenance agreement, a 10% discount on all parts and labor from our established annual rates will be applied for all items needed for repairs not covered as described in our agreement.



For service calls placed outside of our normal working hours, you will be responsible for the overtime rate as defines by the current years established annual rates. Travel time, mileage and time spent on the job is included in the total labor cost. Should extensive work be required, the work will be done during normal business hours. Extensive work is defined by any work that cannot be completed in two hours or less, minus travel time.

Overtime service and repairs are not included in this agreement. If this overtime service or repair is requested, we will bill at our established billing rates for the requested work.

Under this contract we will maintain the entire elevator equipment as hereafter described in the terms and conditions subsequently set forth. We will use trained technicians supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevator in proper and safe operating condition.

You agree to provide us with the current wiring diagrams and any reflected changes to the original diagrams, special tools, monitoring devices, software, equipment designed to work with, repair, service or diagnose the equipment. All established maintenance control programs from the original equipment manufacturer and/or previous maintenance provider. A weatherproof and climate-controlled machine room is required for optimal performance of the equipment and will need to be provided. Safe access in and out of the working spaces of the equipment will be required.

There may be portions of this equipment that may be encoded with serialized onboard diagnostics or other diagnostic intelligence that is proprietary. If there is an issue with the elevator that cannot be remedied using all available resources and requires the OEM, the building owner agrees to obtain the assistance of the OEM and will be responsible for any fees that may be assessed from the OEM.

It is agreed that we do not assume possession or control of the elevator equipment, such remains yours solely as the owner, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, ordinance, regulation or code or changes made by the previous. We shall not be required to install new attachments, make replacements with parts of a different design, make reports of any kind to insurance companies or government bodies. By our discretion improve or modernize the equipment deemed current or obsolete, by design or operation from its existing conditions at the signing of this agreement. We assume no other responsibility for the elevator other than the specific work we perform under the agreement. This contract constitutes the entire agreement for the services described and all other representations, whether written or verbal, merged herein as stated in this contract. We will not be obligated to make any adjustments required by new or retroactive code changes.

The following items are not covered; hoist way or cab door panels, sills, door frames, main line switches and or breakers, feeders to controllers, smoke and fire sensors, fire service reports, security systems we have not installed, emergency lighting batteries and lowering batteries, machine room air conditioning or heaters, car top air conditioning or heaters, ventilation fans, communication devices, fire extinguishers, cosmetic, construction, or extra components added to the elevator system, repairing, replacing, refinishing the cab enclosure, ceiling, panels, fixtures, car flooring and covering, lighting fixtures, bulbs and covers, mechanical door protection, hydraulic jack outer casing, buried piping, alignment of guide rails, suspension cables/belts, drive motors, motor and belt monitors, drives and all other items set forth in this agreement.

Vanguard Elevator shall not be held responsible or liable for any loss, damage, injury, delay, or detention of any persons or property caused by acts of government, civil or military authorities, war, civil commotion, theft, vandalism, malicious



mischief, explosion, fire, power failure storms, lighting, water damage, natural or public catastrophe, acts of God, or by any other cause which is unavoidable or beyond reasonable control, and in any event, we shall not be responsible for consequential damages. It is agreed that in consideration for services of the services enumerated herein that nothing in this agreement or from this service shall be construed to suggest that the representatives assume any liability of any kind whatsoever on account of accidents, injuries, delays or detention to person or property. The equipment owner therefore remains directly responsible for the elevator and those passengers and property riding on or being around the associated areas. The owner will indemnify and hold harmless Vanguard Elevator, its officers, agents, and employees from all claims, demands, judgments, awards, and other liabilities including, and legal cost associated with such accidents or claims. Your duty to indemnify does not apply to the direct negligence of Vanguard Elevator or our employees.

It is mutually agreed upon the price set forth in the agreement is subject to adjustment based upon any increases or decreases in the local labor rate as set by nearest IUEC local. Any adjustments will be made on the anniversary date of the agreement. Payments are due within 15 days of invoice. Any overdue invoices are subject to a service charge of 1.5%, or the highest legal rate, whichever is less. Purchaser will reimburse Vanguard Elevator for all costs of collection, including without out limitation all reasonable attorney's fees and court costs.

You agree to notify us of any change in ownership, lessor, lessee, or management of the premises at least 30 days prior to the above-mentioned change. Failure to do so will incur the acceleration of the remaining balance due for each term, initial or subsequent.

The price for services herein shall be \$729.00 per month, payable monthly in advance. This service will commence on _____ 2025 and will continue for three years and after the initial term will continue year-to-year until terminated as provided herein. Either party may terminate the agreement at the end of each term by giving the other party ninety (90) days prior written notice.

Date: _____ 2025

Authorized signature/title

Michael Reid
Presentation
Michael Reid

Unless signed, dated and returned within 30 days, we reserve the right to withdraw our proposal. This proposal when accepted by you and approved by our representative shall constitute the contract between us, all prior representation or agreements not incorporated in writing herein are superseded. If any portion of this agreement is deemed unenforceable or invalid, the remaining provisions will remain in full effect.