NOTICE TO PROCEED made as of the 1st day of July in the year 2020.

BETWEEN THE OWNER: State of Oklahoma
OMES/CAM/DRES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:
(CAP Project Number) (Purchase Order Number)
STATEWIDE ELEVATOR MAINTENANCE CONTRACT
(CAP Project Name)
AREAS 1 THROUGH 5 PER MAP IN PROJECT MANUAL
(Address/Location)

ON BEHALF OF THE USING AGENCY:
OMES/CAM/CONSTRUCTION AND PROPERTIES
Contract Numbers: 20342, 20343, 20344, 20345, and 20346
(Using Agency Name)

AND THE VENDOR:
ORACLE ELEVATOR HOLDCO
101 PARK AVE. SUITE 1300
OKLAHOMA CITY, OK 73102
(Company Name) (City, State ZIP)
(Address) (Email) (Telephone Number)

In accordance with the Agreement dated July 1, 2020 and the Purchase Order dated ________________.

ARTICLE 1: Authorization.
1.1 Authorization is hereby given to proceed with the Project as follows:

Statewide Elevator Maintenance and Repair

1.2 Work shall begin no later than ten (10) calendar days from the date of this Notice, excluding weekend

ARTICLE 2: Contract Time.
2.1 Duration, in calendar days, is set forth as the following duration:

365 days

2.2 Substantial Completion is established to be the following date: June 30, 2021

ARTICLE 3: Contract Sum.
3.1 For the extent of this Notice to Proceed / Work Order, shall not exceed ________________
AGREEMENT made as of the 1st day of July in the year 2020.

BETWEEN THE OWNER:
State of Oklahoma
OMES/CAM/RES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

ON BEHALF OF THE USING AGENCY:
OMES/CAM/ CONSTRUCTION AND PROPERTIES
(Using Agency Name)

AND THE CONTRACTOR:
ORACLE ELEVATOR HOLDCO
(Corporate Name)
101 PARK AVE. SUITE 1300
(Address)
OKLAHOMA CITY, OK 73102
(City, State ZIP)
john.susman@oraclelelevator.com
(E-mail)
(844) 464-7887
(Telephone Number)

In consideration of the mutual covenants and obligations contained herein, Owner, Using Agency and Contractor agree as set forth herein.

ARTICLE 1: The Contract Documents.
1.1 The Contract Documents consist of this Agreement and the Solicitation, as referenced, inclusive of any stated Conditions, Requirements, Provisions, Scope of Work, Plans, Specifications, Addenda and the Contractor's Bid Form as may be contained therein, included as an attachment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2: The Work of this Contract.
2.1 The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3: Date of Commencement and Substantial Completion.
3.1 The date of commencement of the Work shall be the date of the Notice to Proceed/Work Order issued by the Owner and affixed to the State's separate Purchase Order issued to encumber the cost of the Work. The Contract Time shall be measured from the date of Notice to Proceed/Work Order.

3.2 The Contractor shall achieve Substantial and/or Final Completion of the Work not later than:
(Selection of clause must be indicated with an "X")
]

☐ within the fiscal year 2020 starting in or after July 1, 2020 and continuing until the end of the fiscal year on June 30, 2021. If this contract is a 1 + , multi-year, optional renewal contract, the duration may be renewed for 4 (four) subsequent one (1) year, fiscal periods by renewal contract.

☐ or as follows, subject to adjustments of this Contract Time as provided in the Contract Documents:

3.3 If provided for in the Solicitation, in regard to as-needed maintenance or trade services, the Contract Time may be extended for additional renewal periods by amendment to the Agreement.

ARTICLE 4: Contract Sum and Payments.
(Selection of clause must be indicated with an "X")

☐ 4.1 This Contract is for a firm fixed price in the amount of __________ Dollars (____________).
Projects with duration of one month or less shall be invoiced upon final completion. Projects with a duration exceeding one month may be incrementally invoiced on a monthly basis. Final payment will not be made until Owner's Representative has verified that all work has been completed. No payment will be made to the Contractor after the Final Completion Date until all work is complete.

☐ 4.2 This Agreement is non-binding. The Owner may or may not purchase the quantities stated in the Solicitation. Work authorized under this agreement shall be invoiced at the rates stated on the Contractor's Bid Form. Invoices will be accepted for payment monthly for the Work completed in the previous month.

ARTICLE 5: Other Terms and Conditions.
5.1 Owner's Representative and Supervisory Official. For the purposes of this Agreement, the Administrator of Construction and Properties or a designated person shall serve as the Owner's Representative, an individual of the Using Agency shall serve as the
Supervisory Official for the purposes of accepting the work and approving invoices for Payment. No work will be accepted, nor any payments made without approval by the Owner or the Owner’s Representative.

5.2 Contract Clauses. Contract Changes shall be provided only upon prior written authorization by the Owner, and are subject to the statutory limits set forth in 61 O.S. § 121. Upon request by the Owner’s Representative, Contractor shall prepare an itemized cost proposal for the requested contract change and submit to Owner’s Representative for review and approval. If accepted by Owner, a Change Order will be processed and returned to Contractor, authorizing the change in the work and serving as a Notice to Proceed/WORK ORDER.

5.3 Audits and Records Clause. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State of Oklahoma, the Contractor agrees: any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to the contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

5.4 Ownership of Documents. All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner’s Representative or as otherwise stated in the Solicitation upon final completion of the work.

5.5 Successors and Assigns. The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.

5.6 Disputes and Claims. The Owner, Using Agency’s Supervisory Official and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by participating in good faith in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute. If an agreement cannot be attained, the Contractor may appeal to the Administrator of the Capital Assets Management, by submitting written notice of a protest to the Administrator within twenty-one (21) days of the previous settlement meeting. The Administrator may hear the protest or may assign the Contractor’s appeal to an administrative law judge. If the appeal is assigned to an administrative law judge, the administrative law judge shall conduct the appeal and make a binding decision in accordance with the Administrative Procedures Act, 75 O.S. § 309 et seq., and provide findings of fact and conclusions of law to the Administrator. The Administrator shall send written notice to the Contractor of the final decision sustaining or denying the Contractor’s appeal. If the Administrator denies Contractor’s appeal, the Contractor may appeal pursuant to provisions of 75 O.S. § 309 et seq. of the Administrative Procedures Act.

5.7 Termination.

5.7.1 This Agreement may be terminated by the Owner upon mailing notice of termination to the Contractor at least seven (7) working days in advance of the date of termination if the Contractor substantially fails to perform according to the terms and conditions of this Agreement in the opinion of the Owner or for the Project are insufficient to proceed with the Project. In the event of termination, the Contractor shall be paid compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claims or set off by the Owner.

5.7.2 This Agreement may be terminated by either party upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.7.3 This Agreement may be terminated by the Owner upon not less than seven days’ written notice to the Contractor for the Owner’s convenience and without cause.

5.8 Insurance. Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order. The following are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required.

5.8.1 Workers’ Compensation and Employers’ Liability meeting statutory limits mandated by state and federal laws. (Companies exempt from the Workers’ Compensation Act may substitute CAP Form D321 in lieu of a Certificate of Coverage).

5.8.2 Commercial General Liability shall be $100,000 (Each Occurrence) and $300,000 (General Aggregate).

5.8.3 Automobile Liability (owned, non-owned and hired vehicles) shall be $100,000 (Each Occurrence) and $300,000 (General Aggregate), for bodily injury and property damage.

5.8.4 Property Damage (for projects under $50,000) shall be $50,000 (Each Occurrence) and $100,000 (General Aggregate).

5.8.5 Builder’s Risk (for projects $50,000.00 and above) shall be $50,000 (Each Occurrence) and $100,000 (General Aggregate).

5.9 Bonds.
5.9.1 Bonds are required for any contract where the firm, fixed price contract sum equals or exceeds fifty thousand dollars ($50,000), or where an individual work order under a non-binding service or maintenance contract exceeds fifty thousand dollars ($50,000).
   a. Performance Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
   b. Defect Bond for 100% of the value of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

5.9.2 All bonds shall be on the forms prescribed and issued by the Owner as attached to this Agreement.

5.9.3 Irrevocable Letters of Credit may be used as a substitute for the required bonds, on the forms prescribed and provided by the Owner and issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

5.10 Jurisdiction. This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 6: Other Conditions of the Contract.

6.1 Oklahoma Taxpayer and Citizen Protection Act of 2007. The Contractor certifies that it and all proposed subcontracts and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312.

6.2 State of Oklahoma Governor's Executive Order 2012-01. Per the State of Oklahoma Governor's Executive Order 201201, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

6.3 Other documents, if any, forming part of the Contract Documents are as follows:
   Purchase Order
   Notice to Proceed/Work Order

This agreement is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one is to be delivered to the Contractor, and the remainder to the Owner and Using Agency.

OWNER:
State of Oklahoma
Office of Management and Enterprise Services
Capital Assets Management
Department of Real Estate Services

USING AGENCY:
The Using Agency certifies that funds are available and dedicated to complete the contract sums stated in this Contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments and any reasonable project related expense.

CONTRACTOR:

Non-Collusion Statement.
The Authorized Representative for the Contractor, of lawful age, solemnly swears or affirms, under penalty of perjury, that (s)he is the duly authorized agent of the Company indicated herein under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract.

(S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract and

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Exhibits/Attachments list:
1. Copy of Solicitation for Bids
2. Contractor's Bid Form
3. Contractor's Insurance Certificate(s)
4. Contractor's Bonds (if applicable)
5.
<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 10 100</td>
<td>Monthly Preventive Maintenance &amp; Inspection Services</td>
<td>$/EA</td>
<td>12,000</td>
<td>$157.00</td>
<td>$1,884.00</td>
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<td></td>
<td>Cost</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.1 10 200</td>
<td>Annual Inspection &amp; Maintenance</td>
<td>$/EA</td>
<td>1,000</td>
<td>$625.00</td>
<td>$625.00</td>
</tr>
<tr>
<td>1.1 10 300</td>
<td>(5)Year Inspection &amp; Maintenance</td>
<td>$/EA</td>
<td>1,000</td>
<td>$2,700.00</td>
<td>$2,700.00</td>
</tr>
</tbody>
</table>

Alternates are not included in bid total.

Total: $5,208.00
<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 10 100</td>
<td>Licensed Mechanic</td>
<td>$/HR</td>
<td>50.00</td>
<td>$155.00</td>
<td>$7,750.00</td>
</tr>
<tr>
<td>2.1 10 200</td>
<td>Apprentice</td>
<td>$/HR</td>
<td>50.00</td>
<td>$105.00</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>2.1 20 100</td>
<td>Licensed Mechanic After Hours Rate</td>
<td>$/HR</td>
<td>50.00</td>
<td>$230.00</td>
<td>$11,500.00</td>
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<tr>
<td>2.1 20 200</td>
<td>Apprentice After Hours Rate</td>
<td>$/HR</td>
<td>50.00</td>
<td>$165.00</td>
<td>$8,250.00</td>
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<tr>
<td>2.1 30 100</td>
<td>Licensed Mechanic Holiday rate</td>
<td>$/HR</td>
<td>50.00</td>
<td>$330.00</td>
<td>$16,500.00</td>
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<tr>
<td>2.1 30 200</td>
<td>Apprentice Holiday Rate</td>
<td>$/HR</td>
<td>50.00</td>
<td>$220.00</td>
<td>$11,000.00</td>
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<tr>
<td>2.1 30 300</td>
<td>Travel Time</td>
<td>$/HR</td>
<td>50.00</td>
<td>$150.00</td>
<td>$7,500.00</td>
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</tbody>
</table>

Total: $67,750.00
CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Insurance Brokers, LLC
CA License #0F15767
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017
213-689-0065

INSURED:
1429777
Southwest Elevator Company
dba Oracle Elevator Co of Texas
9300 Grand Oak Cir., Ste. 550
Tampa FL 33637

INSURER(S) AFFORDING COVERAGE
NAC #
INSURER A: Everest National Insurance Company
10120
INSURER B: Transportation Insurance Company
20494
INSURER C: Continental Casualty Company
20443

COVERAGES
ICAE0L1
CERTIFICATE NUMBER:
15066492
REVISION NUMBER:
XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DEPICTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RENTAL
TYPE OF INSURANCE
CLAIMS-MADE OCCUR
POLICY NUMBER
POLICY EFF
POLICY EXP
LIMITS

A
COMMERCIAL GENERAL LIABILITY

X
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE X OCCUR

N
N
CF1GL00190191
7/1/2019
7/1/2020

1,000,000

DAMAGE TO RENTED PREMISES
300,000

MED EXP (Any one person)
10,000

PERSONAL & ADV INJURY
1,000,000

GENERAL AGGREGATE
3,000,000

PRODUCTS - COMP/PIX
3,000,000

B
AUTOMOBILE LIABILITY

X
ANY AUTO
OWNED AUTOS ONLY
SCHEDULED AUTOS
NON-OWNED AUTOS
HIRE AUTOS ONLY

N
N
6050346640
1/1/2019
1/1/2020

1,000,000

COVERED SINGLE LIMIT
1,000,000

BODILY INJURY (Per person)
XXXXXX

BODILY INJURY (Per accident)
XXXXXX

PROPERTY DAMAGE
XXXXXX

Per Statute

C
UMBRELLA LIABILITY

X
EXCESS LIABILITY
CLAIMS-MADE

N
N
 XC1EX00124191
7/1/2019
7/1/2020

10,000,000

D

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COMMISSION

AND EMPLOYER'S LIABILITY

ANY PROPRIETORS PARTNERS EXECUTIVE OFFICERS EXCLUDED

N
N
650407419
1/1/2019
1/1/2020

1,000,000

F.L. EACH ACCIDENT
1,000,000

F.L. DISEASE - EA EMPLOYEE
1,000,000

F.L. DISEASE - POLICY LIMIT
1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
15066492
Department of Capital Asset Management,
Construction and Properties Division
PO Box 53448
Oklahoma City OK 73152

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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