



ELEVATOR MODERNIZATION AGREEMENT

Hydraulic Elevator Modernization

Purchaser: City of Ocala – Electric Customer Service
201 SW 3rd Street
Ocala, Florida 34470

Location: City of Ocala – Electric Customer Service
201 SW 3rd Street
Ocala, Florida 34470

By: Oracle Elevator Company
7101 Presidents Drive, Suite 265
Orlando, FL 32809
Telephone: (352) 745-4787
Email: harper.smith@oracleelevator.com
Internet: www.oracleelevator.com

Date: June 22, 2023

Estimate: O-073388

INITIALS:

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INITIALS:

PART 1 – GENERAL

This proposal covers the complete modernization of the elevator located at City of Ocala – Electric Customer Service, 201 SW 3rd Street, Ocala, Florida, 34470. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

- 1.01 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.02 Drawings. Oracle Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.03 Permits, taxes and licenses. All applicable permit, taxes, and licensing fees are included in this proposal. (Permits and fees for road closures are not included in this proposal)
- 1.04 Maintenance service. The existing maintenance contract will stay in effect.
- 1.05 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	One (1)	MOTION CONTROL:	New Alpha
CAPACITY:	2500lb	POWER SUPPLY:	Retain Existing
SPEED:	100 fpm	LOGIC CONTROL:	New Simplex
STOPS:	2 Floors	CAR ENCLOSURE:	Retain Existing
OPENINGS:	2 openings	SIGNAL FIXTURES:	New Vandal Resist
CAR SIZE: PLATFORM:	Retain	DOORS:	Retain
CLEAR INSIDE:	Retain	ENTRANCES:	Retain Existing)
TRAVEL:	approx 15"	DOOR OPERATION:	New Heavy Duty
WIRING:	New	PUMPING UNIT:	New Submersible

PART 3 - MODERNIZATION EQUIPMENT FEATURES

3.01 CAR

Retain all Car existing features and functions and add code required that are not currently in place. The existing cab shell, platform and flooring are to be retained. No structural changes are needed for this project. Add new Car Top Inspection Station

INITIALS:

3.02 CAR ENCLOSURE

The existing cab enclosure will be retained.)

3.03 CAR SIGNAL FIXTURES

Install new Car Operating Panel with code required lockable service cabinet, fire service operation features, fan/light, on/off keyswitch, and independent service keyswitch. A new position indicator, emergency light and alarm bell will be installed with the car operating panel. A new vandal resistant car riding lantern will be installed in the jam where the existing one currently resides. All fixtures are vandal resistant and finished in Stainless Steel #4 Brushed Finish. (metal samples can be provided upon request).

3.04 CONTROL & DRIVE SYSTEMS

Remove and replace the existing obsolete Schindler Controller with a state-of-the-art microprocessor-based Non-Proprietary control system. The system will be field programmable and will meet all requirements as outlined the ANSI-A17 2016 code for elevators as well as all state and local codes. Manufacturer will be Non-Proprietary Alpha Controls.

3.05 DOORS & ENTRANCES

The existing doors and entrances will be retained. Remove and replace the existing door operator with new GAL MOVFR11 Door Operator and Restrictor Clutche. Remove and replace all hall door equipment and hardware. To include hangers, tracks, rollers, interlocks and spirators.

3.06 HALL SIGNAL FIXTURES

Remove and replace all hall push button fixtures and features with new surface mount satin SS#4 vandal resistant push button stations. Fire Service, Hoistway Access (top and bottom landings) and Phone Line Monitoring light (at first floor) are all included per code requirements. The surface mount fixtures will minimize wall penetrations and cutting and patching.

3.07 MACHINES & MOTORS

The existing pumping unit will be removed and replaced with an efficient MEI submersible power unit. The existing machine room shutoff valve will be retained..

3.08 PIT EQUIPMENT.

The existing pit equipment will be retained. All metal surfaces will be cleaned/scraped and painted black. The pit floor will be painted.

3.09 WIRING

All controller, hoistway and car/cab wiring will be removed and replaced. Spare wires will be included for future use in the traveling cable.

3.10 MISCELLANEOUS WORK

N/A

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE

4.01 WORK HOURS

All work will be performed during regular working hours of regular working days as is customary in the elevator industry (8:00am – 4:30pm)

Oracle has budgeted no remobilizations on this project. City of Ocala and Oracle will work with the Fire Alarm, HVAC and Electrical vendors that currently maintain/work with City of Ocala and can not start until all vendors commit to a firm schedule so that the project is executed at a high level with team buy in and communication. If Oracle is held up and has to pull off the project due to vendors not being ready a \$4700.00 remobilization fee change order will be provided for execution.

4.02 OUT OF SERVICE

One elevator at a time will be out of service in the performance of the work as specified.

INITIALS:

4.03 SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Per Car	Time Period
Phase 1 – Engineering & Drawings:	2-3 Weeks
Phase 2 – Material Arrival:	6-8 Weeks
Phase 3 – Installation	2 weeks
Phase 4 – Test and Final Inspection	1 Day

PART 5 – TESTS

5.01 EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

5.03 TEST REPORTS

Completed copies of test reports will be provided to the Purchaser

PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

6.01 CLEAN UP

Oracle Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 INSPECTION

All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

PART 7 – WORK NOT INCLUDED

INITIALS:

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required and dewatering of pit(s) when necessary. Legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit, Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connection(s) between elevator machine rooms for emergency power purposes is/are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

The Owner is to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

INITIALS:

- Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The Owner agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The Owner agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – SPECIAL CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses and payments resulting from such exposure.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery unless you designate such point of delivery within two weeks. We are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.
6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
7. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
8. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
9. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in (Marion County, FL) or in any other county of ORACLE ELEVATOR's choice.

The rights of ORACLE ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ORACLE ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

INITIALS:

Purchaser's acceptance of this agreement and its approval by an executive officer of ORACLE ELEVATOR will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict, this proposal and contract is hereby accepted.

PART 9 – TERMS & CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on request.

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

INITIALS:

Oracle Elevator Service Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

Purchaser expressly releases, discharges and acquits ORACLE ELEVATOR expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against ORACLE ELEVATOR. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the negligent acts or omissions of ORACLE ELEVATOR, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless ORACLE ELEVATOR from and against any and all liability, costs, expenses, judgment awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on ORACLE ELEVATOR as a result of any and all such claims or actions against ORACLE ELEVATOR, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of ORACLE ELEVATOR, its officers, agents or employees or any other cause whatsoever.

Purchaser expressly agrees to name ORACLE ELEVATOR as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

THIS SECTION INTENTIONALLY LEFT BLANK

INITIALS:

INITIALS:

PART 10 – PRICE AND PAYMENT SCHEDULE

BASE PRICE: NINETY FOUR THOUSAND NINE HUNDRED FORTY EIGHT AND 00/100 DOLLARS (\$94,948.00)

Which includes base cost of \$82,680 plus \$7568.00 for 6 day accelerated schedule and \$4700.00 for possible remobilization fee contingency

PAYMENT SCHEDULE

1. The first 33.33% of contract amount is to accompany a signed and dated copy of this proposal. No work will be scheduled or material ordered until the signed proposal and first payment are received.
2. The second 33.33% of the contract amount is due upon materials delivery either to an agreed upon staging/storage facility or to the job site.
3. The remaining 33.34% shall be paid upon the substantial completion of the elevator.

FOR ORACLE ELEVATOR CO:

FOR PURCHASER:

(Signature of Oracle Representative)

(Signature of Authorized Representative)

(Printed or Typed Name)

(Printed or Typed Name)

(Title)

(Title)

(Date)

(Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

BILLING INFORMATION

For questions about billing please contact:

Oracle Elevator Company
Accounts Payable
2860 Highway 71 North Suite E
Marianna, FL 32446-1893
P: (850) 526-8150

INITIALS: _____

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST

The following is a list of common elevator inspection deficiencies that the building owner is required to adhere to. This work must be completed by the owner prior to commencement of Modernization or installation of new elevator components, and before inspection of the elevator. This is not an official document and does not in any way change requirements defined elsewhere.

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

INITIALS: