



Traction Elevator Modernization

CUSTOMER:

Company Name: City of Ocala City Hall ("Purchaser" or "Customer")

Address: 110 SE Watula Avenue

City/State/Zip Code: Ocala, FL 34470

CONTRACTOR:

**Oracle Elevator Holdco, Inc. DBA Elevated Facility Services
("Elevated")**

250 National Place, Suite 152

Longwood, FL 32750

Estimate: O-101787

Agreement Date: 09/12/2025

TRACTION ELEVATOR MODERNIZATION



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PART 1: GENERAL

This Agreement covers the complete modernization of the elevator located at City of Ocala City Hall, 110 SE Watula Avenue, Ocala, FL 34470. All work will be performed in a workmanlike manner and will include all work and materials 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 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. Elevated will prepare drawings and/or cut sheets at the 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 Agreement. (Permits and fees for road closures are not included in this Agreement)
- 1.04** Maintenance Services. A 12-month parts and labor service will be provided at an additional cost to the owner.
- 1.05** Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.06** Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

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PART 2: EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	One (1)	MOTION CONTROL:	NEW
CAPACITY:	2,500lb	POWER SUPPLY:	NEW
SPEED:	200 fpm	LOGIC CONTROL:	NEW
OPENINGS:	2	CAR ENCLOSURE:	RETAIN
CAR SIZE/ PLATFORM:	RETAIN	SIGNAL FIXTURES	NEW
CLEAR INSIDE:	RETAIN	DOORS:	RETAIN
TRAVEL:	Approx 10'	ENTRANCES:	RETAIN
MACHINE:	NEW	DOOR OPERATION:	NEW

PART 3:

MODERNIZATION EQUIPMENT FEATURES

- 3.01 Car. The existing car frame assembly will be retained. The roller guides will be retained. New car top inspection station and wiring to be installed.
- 3.02 Car Enclosure. The existing cab enclosure will be retained. Retain Car Door and install new Heavy Duty Close Loop Door Operator and hangers, track, rollers, interlock and code required 3D electronic safety edge.
- 3.03 Car Signature Fixtures. The existing car operating panel will be replaced with new brushed stainless steel #4, LED buttons & Position Indicator. The panel will be constructed to meet ADA-AG requirements and ANSI A-17 A-2019 code. New code required visual 2-way communication included inside COP. An internet connection will be required inside the elevator machine room.
- 3.04 Control & Drive Systems: The existing controller will be replaced with a state-of-the-art non-proprietary microprocessor-based control system. The system will be field programmable and will meet all requirements as outlined the ANSI-A17 2007 code for elevators and escalators as well as all relevant state and local codes.
- 3.05 Door & Entrances: The existing door operator will be replaced with a new closed-loop, GAL MOVFR-II door operator. The car door will be retained. The existing door reversal device will be

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replaced with an code required 3D infrared device. The existing hoistway elevator door frames will be retained. The car & hall hangers, tracks, rollers, interlocks and spirators will be replaced with new.

- 3.06 Hall Signal Fixtures: Furnish and install new brushed stainless steel #4 surface mounted hall fixtures at all landings. The 1st floor egress landing will include phone line monitoring device, fire service phase I and code required fireman's hat.
- 3.07 Geared Basement Traction Machine and Governor: The existing obsolete Otis machine will be replaced with a new geared basement traction machine from Hollister Whitney. To include new ropes, shackles, rope gripper and drive sheave. New Governor, tail sheave and governor guard will be installed with new governor rope. All deflector sheaves in the hoistway and car will be retained and refurbished
- 3.08 Pit Equipment: The existing pit equipment will be retained, painted and refurbished.
- 3.9 Rails: Rails and counterweights will be retained
- 3.10 Wiring: All new code compliant hoistway and machine room wiring will be provided.
- 3.11 Miscellaneous Work: Please see page (11) Modernization Upgrades/Guidelines Checklist for miscellaneous work to be completed.
Elevated scope covers the fire alarm portion of the project. City of Ocala will cover the Electrical and HVAC requirements. To coordinate there will be a kickoff meeting with all parties involved to agree on progress dates and schedule.

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 (6:00am – 4:30pm).
- 4.02 Out of Service: One elevator at a time will be out of service in the performance of the work as specified unless otherwise agreed to by both parties.
- 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 Agreement was drafted, the following lead time and schedules are considered contract execution.

**PHASE****TIME PERIOD**

DRAWING & SUBMITAL	3-4 WEEKS
MATERIALS	12-14 WEEKS
CAR #1	6 WEEKS
TESTING & ADJUSTING	1 DAY
FINAL PUNCH LIST	1 DAY

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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 Cleanup: Elevated 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 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 Agreement 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.

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PART 7: WORK NOT INCLUDED

This Agreement 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, are required, as is the dewatering of pit(s) when necessary. Also required are (i)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; (ii) adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets; (iii)adequate bracing of entrance frames to prevent distortion during wall construction; and (iv)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 workplace 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 Elevated harmless from all damages, claims, suits, expenses, and payments arising out of such exposure. Removal and disposal of asbestos containing material is the responsibility of the owner.

Also, the following items and conditions are required to be provided by others and are not included in the Company's services:

- (i) 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;
- (ii) 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);
- (iii) 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;
- (iv) setting anchors and sleeves;
- (v) pockets or block outs for signal fixtures; .
- (vi) 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.



- (vii) suitable connections from the power main to each controller and signal equipment feeders, including necessary circuit breakers, and fused mainline disconnect switches per N.E.C.;
- (viii) wiring to controller for car lighting (Per N.E.C. Articles 620-22 and 620-51);
- (ix) electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply;
- (x) 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 must be furnished by the electrical contractor. This means shall not be self-resetting;
- (xi) wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.
- (xii) the electrical contractor must 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.
- (xiii) 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.
- (xiv) 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.
- (xv) emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller.
- (xvi) electrical cross connection(s) between elevator machine rooms for emergency power purposes is/are to be provided by others.
- (xvii) any relevant governmentally required safety provisions not directly involved for elevator installation.
- (xviii) all painting, except as otherwise specified.
- (xix) temporary elevator service prior to completion and acceptance of complete installation. (xx) 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.
- (xxi) flooring and/or installation of flooring by others.
- (xxii) owner is to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.
- (xxiii) remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).
- (xxiv) 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 owner, or for assisting others inspecting equipment installed by others, are not included in the Company's services.
- (xxv) composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

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

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, the workplace is unsafe. 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 arising 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 Worker'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 was a result of our own negligent acts or omissions.
8. If any drawings, illustrations, or descriptive matter are furnished with this Agreement, 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 shall immediately become due and payable. In the event an attorney is engaged to enforce and collect payment due, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. The Purchaser hereby waives trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be any county of Elevated's choice.

The rights of Elevated 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 Elevated 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.



This Agreement supersedes all prior agreements between the Parties. If there is a conflict between this Agreement and any related purchase order, statement of work, or other similar document, the terms and conditions of this Agreement shall govern.

PART 9: TERMS & CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this Agreement) 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 Agreement, 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 Agreement 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 Agreement.

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

WARRANTY: The equipment installed by Elevated pursuant to this contract is warranted by Elevated against defects in materials and workmanship for a period of one year from the date each elevator is completed and placed in operation. 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 be a substitute for normal maintenance service and does not mean that Elevated will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract. In addition, Elevated will not correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond Elevated's control. In the event of a malfunction, you must provide us with prompt written notice, and, if all payments due under the terms of this contract have been paid, we shall, at our own expense, correct any proven defect by repair or replacement. We will not reimburse you for the cost of work performed by others, nor shall

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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.

Exclusive Service Provider. Elevated shall serve as your exclusive elevator maintenance and repair service provider during the term of this Agreement, and you agree not to permit others to make alterations, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement.

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, have been made. In the event of any default by you under this Agreement, 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 or other governing law, 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.

Elevated 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. Elevated supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

In the event of a default by you, 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 of the uncompleted portion as determined by Elevated.

Purchaser 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. 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 Elevated, its officers, agents, or employees.

Other items. If any of your equipment subject to service under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, we may shutdown the equipment until such



time as the operational problem is resolved. Elevated will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement.

It is expressly agreed by Customer that no suit, cause of action, or other proceeding shall be brought against Company more than one (1) year after accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises, or whether based on tort, contract, or any other legal theory. It is agreed that Customer shall forfeit any right of recourse against Company, and Company has no liability to Customer for any damage, injury or loss, when a claim or lawsuit is not brought against Company within the time period specified.

Customer shall indemnify, defend and hold harmless Elevated, its affiliates, and its respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including reasonable attorney's fees) arising from or in connection with this Agreement, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are directly caused by Elevated's negligence or intentional misconduct. Elevated shall promptly notify the Customer of any such claim and reasonably cooperate with the Customer in defense of such claims at the Customer's expense.

No Waiver of Sovereign Immunity. The foregoing indemnification shall not constitute a waiver of the Customer's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall the same be construed agreement by Company to indemnify the Customer for the negligent acts or omissions of Customer, its officers, agents, employees, or third parties. This indemnification shall survive the termination of this Agreement.

Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.

Public Records. The Company shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Company shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Company or keep and maintain public records required by the public agency to perform the service. If the Company transfers all public records to the public agency upon completion of the contract, the Company shall destroy any duplicate public records that are

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exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the contract, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Tariff/Tax Pass-Through. In the event of an increase in existing (or the promulgation of new) tariffs, duties, import taxes, or any other mandate imposed by any governmental authority that increases the cost of source materials used by Elevated to perform under this Agreement, Elevated reserves the right to immediately (or at its convenience) adjust the pricing of its services to reflect such increased costs.

Insurance and limitation of liability. Customer understands that Elevated is not an insurer, and Customer agrees to obtain the type and amount of insurance coverage that is customary in its industry and which it deems necessary and appropriate. Customer agrees to require its insurance policies to be endorsed so as to waive all rights of subrogation against Elevated. Purchaser expressly agrees to name Elevated as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above. CUSTOMER AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE FEES PAID BY THE COMPANY TO THE CUSTOMER FOR THE WORK PERFORMED BY THE COMPANY DURING THE PRECEDING TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMAND'S, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.

The Company will be permitted, at all reasonable times, to enter the Customer's property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of "Company" by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

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If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of Elevated will constitute exclusively and entirely the agreement for the services herein described. All other prior representatives 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 of this agreement will govern in the event of a conflict.

No agent or employee shall have the authority to waive or modify any terms of this Agreement without the written approval of Elevated.

A walk through of the equipment is required before the initial contract period begins to ensure that units are in proper working condition.

PART 10: PRICE AND PAYMENT SCHEDULE

BASE PRICE: ONE HUNDRED EIGHTY-EIGHT THOUSAND, FIVE HUNDRED FORTY-FIVE AND 00/100 DOLLARS (\$188,545.00)

PAYMENT SCHEDULE

1. The first 30% of contract amount is to accompany a signed and dated copy of this Agreement. No work will be scheduled, or material ordered until the signed Agreement and first payment are received.
2. The second 20% of the contract amount is due upon material ordering and approved submittals.
2. The third 20% of the contract amount is due upon materials delivery either to an agreed upon staging/storage facility or to the job site and prior to mobilization.
3. The remaining 30% shall be paid by progress payments.
4. The full project balance will be paid prior to equipment handover.

Elevated
DocuSigned by:

By: Michael West

Signature of Authorized Representative

Print: Michael West

Title: Senior Vice Pres.

Date: 10/17/2025

Purchaser

By: _____

Signature of Authorized Representative

Print: _____

Title: _____

Date: _____

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

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William E. Sexton, Esq.

City Attorney

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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.
- Ensure 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

TRACTION ELEVATOR MODERNIZATION

Certificate Of Completion

Envelope Id: DE9AC5A3-450F-4224-9BD7-17058E8FBC8A	Status: Completed
Subject: FOR SIGNATURE - Addendum B - City Hall Elevator Modernization (FAC/230355)	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

Status: Original 10/7/2025 4:02:12 PM	Holder: Patricia Lewis plewis@ocalafl.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

Signer	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	 4A55AB8ABED04F3...	Sent: 10/8/2025 8:12:48 AM Viewed: 10/8/2025 9:20:19 AM Signed: 10/8/2025 9:23:44 AM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM
ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Michael West mike.west@efsteam.com Senior Vice Pres. Oracle Elevator Holdco, Inc. Security Level: Email, Account Authentication (None)	 EC9D2FA1AA7F4CA...	Sent: 10/17/2025 1:38:43 PM Viewed: 10/17/2025 1:39:13 PM Signed: 10/17/2025 1:44:49 PM
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Electronic Record and Signature Disclosure:

Accepted: 10/17/2025 1:39:13 PM
ID: 95e58a9a-27bb-4bac-bfb0-351b85f08a68

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Harper Smith harper.smith@oracleelevator.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/17/2025 1:38:44 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure:		
Accepted: 10/15/2025 4:32:04 PM		
ID: 4701cadf-b187-4be8-92ef-7863f3b189a3		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 8:12:49 AM
Envelope Updated	Security Checked	10/15/2025 4:27:02 PM
Envelope Updated	Security Checked	10/15/2025 4:27:02 PM
Certified Delivered	Security Checked	10/17/2025 1:39:13 PM
Signing Complete	Security Checked	10/17/2025 1:44:49 PM
Completed	Security Checked	10/17/2025 1:44:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.