

**AMENDMENT NO. 2
TO THE
CONTRACT FOR
ELEVATOR MAINTENANCE SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
EMR ELEVATOR, INC.**

THIS AMENDMENT NO. 2 is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and EMR Elevator, Inc. (hereinafter referred to as "Contractor"), located at 2320 Michigan Court, Arlington, Texas 76016, to amend the original Contract between the parties (hereinafter referred to as the "Contract"), as amended.

WHEREAS, on or about July 11, 2017, the parties entered into that one certain *Contract for Elevator Maintenance Services Between the Texas Facilities Commission and EMR Elevator, Inc.*; and

WHEREAS, on August 21, 2018, the parties executed Amendment No. 1 for the purpose of making an administrative change to the Delivery Release process and to incorporate a statutorily-required provision; and

WHEREAS, pursuant to Contract Section 3.3, Additional Services and Adjustments, the parties have determined to provide for modernization of two (2) hydraulic elevators located in the Department of State Health Services (DSHS) Headquarters Building, also known as the Old MHRM Headquarters Building at 909 West 45th Street, Austin, Texas, and for associated fees and expenses;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE III – CONSIDERATION, Section 3.1(a), Contract Limit and Fees and Expenses, by deleting Section 3.1(a) in its entirety, and replacing it with Section 3.1(a), as follows:

"3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of this Contract shall not exceed the sum of One Million Eight Hundred Ninety-Four Thousand Two Hundred Forty and No/100 Dollars (\$1,894,240.00). This amount includes the Fiscal Year 2018–19 contract base fee of One Million Six Hundred Twenty-Nine Thousand Two Hundred Forty and No/100 Dollars (\$1,629,240.00) and Two Hundred Sixty-Five Thousand and No/100 Dollars (\$265,000.00) to cover any Additional Services, as defined in Section 3.3 below. Pricing fees will be invoiced in accordance with Exhibit A – Building List and Compensation and Fees. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit A – Building List and Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract."

2. The parties hereby agree to further modify ARTICLE III – CONSIDERATION, by adding paragraph 3.1(c), which shall read in its entirety as follows:

“(c) Additional Services under this Amendment No. 2 shall be provided in accordance with the provisions, terms and condition of the Contract, as amended, and with Contractor’s Proposal dated October 19, 2018, comprised of the six (6) pages, attached hereto as “Exhibit A-2,” and incorporated herein for all purposes.”

3. Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 2 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

By: *Naomi R. Gonzalez*
Naomi R. Gonzalez, Acting General Counsel

For: John S. Raff

Interim Executive Director

Date of execution: 10/31/18

GC. NRG

Dir. WJ

EMR ELEVATOR, INC.

By: *Hope L. Evans*

Hope L. Evans

President

Date of execution: 10/30/18

EXHIBIT A-2



DATE: 10/19/2018

LOCATION: AUSTIN TEXAS

ATTN: Andrew Poe

RE: TFC MHMR – DHB Modernization of Elevators #1 & #2

Thank you for the opportunity to bid on your TFC DHB elevator Modernization project. Our pricing includes all of the tools, labor and materials to complete a successful and safe installation. EMR has included all pricing per survey conducted in July 17, 2017. Elevator proposal based upon ASME A17.1-2016 Safety Code for Elevators and Escalators. This proposal includes 12-Month Warranty for labor and material replaced. All Warranties are subject to EMR's terms and conditions. EMR Standard Maintenance Service is provided.

Clarifications:

WARRANTY

This proposal includes 12 months of Warranty starting at the day of the owner's acceptance of the elevator. Unless otherwise indicated, Warranty shall be provided in accordance to the specifications used for pricing and clarified previously in this proposal. EMR's Warranty excludes and EMR shall not be required to correct, without a charge, any damage, defect or other trouble arising from: abuse; vandalism; loss of power; power fluctuations; power failure; power surges; lightning; storms; water; flooding; repairs or alterations by others; services not executed by Contractor; improper operation; normal wear and tear under normal use; or any other cause beyond EMR's control.

See the attached EMR Warranty Terms and Conditions.

IBC 2006 STRETCHER

IBC 2006 Chapter 30, 3002.4 requires at least one elevator in a building with 4 or more stories above or below grade plane to be able to carry a 24" x 84" ambulance stretcher. This is more stringent than previous editions, which required a maximum stretcher length of 76".

CAPACITY

The present capacity and speed shall be retained.

TRAVEL

The present travel will be retained.

STOPS AND OPENINGS

The present stops and openings will be retained.

POWER SUPPLY (NEW)

The Power Supply will be new.

SOFT STARTER (NEW)

A New Solid-State Starter will be provided.

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MODERNIZATION

POWER UNIT (NEW)

The New Power Unit consists of a Positive Displacement Pump, Motor, Integral 4-coil Control Valve, oil Tank and Muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve. Submersible pumps and motors, due to design characteristics, are less costly than comparable air-cooled components, and design of the submersible power unit allows for quick and easy assembly. Submersible pumps and motors, due to design characteristics, are less costly than comparable air-cooled components, and design of the submersible power unit allows for quick and easy assembly.

SPECIAL EMERGENCY SERVICE (FIREMAN'S SERVICE PHASE I & II)

Special Emergency Service operation shall be provided in compliance with the latest revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator (s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

If required, the smoke detector system is to be **FURNISHED BY OTHERS**. The elevator contractor shall provide input connections on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

INSPECTION OPERATION (NEW)

Car-top Inspection Station shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

HOISTWAY ACCESS SWITCH (NEW)

The movement of the car away from access landing, other than the lower terminal, by means of the access key-switch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

APPLIED CAR OPERATING PANEL (NEW)

Furnish and install (1) New Car Operating Station for per elevator at the proper code and ADA height. Car stations will include car call light up buttons, keyed stop switch, door open and door close buttons, and ADA markings that will be located to the left of the push buttons. A fire service key switch will be provided. The car stations will also include an emergency light fixture with a self-contained power pack and a trickle charger with switchover device in the event of a normal power outage. Furnish & install on (1) new digital car position indicator per elevator mounted in the Car Operating Panel. Furnish and install a new phone in each car station. Furnish and install fire service switch at the designated fire floor. All fixtures cover plates to be #4 stainless steel finishes.

EMERGENCY CAR LIGHTING (NEW)

An emergency power unit employing a 12-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

HOISTWAY OPERATING DEVICES (NEW)

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal

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landings

CAR GUIDES (RETAINED)

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

CAR FRAME (RETAINED)

The existing car frame shall be retained.

PLATFORM (RETAINED)

The current platform will be retained

FLOORING (RETAINED)

The present flooring will be retained.

DOOR OPERATOR (NEW)

Provide and Install New Closed Loop Door.

INTERLOCKS (RETAINED)

The present interlocks will be retained. A thorough examination will be made of the interlocks.

CAR ENCLOSURE (RETAINED)

The present car enclosure shall be retained.

CAR DOOR HANGER (RETAINED)

The present car door hanger will be retained and inspected for proper alignment. Any adjustment required will be accomplished. All hanger rollers shall be replaced with new.

HOISTWAY ENTRANCES (RETAINED)

The present hoist-way entrances will be retained, and new Braille plates installed.

HOISTWAY DOOR HANGER (NEW)

The present hoist-way door hanger will be retained and inspected for proper alignment. All hanger rollers and door drive rollers shall be replaced as needed.

WIRING (NEW)

Furnish and install new traveling cable.

ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with original elevator equipment being retained.

SUPERSEDED MATERIAL

All material, removed or unused, not required in the modification will become the property of the elevator contractor and we reserve the right to remove and retain it.

PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

MODERNIZATION

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WORK BY OTHERS – NOT IN CONTRACT

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine- room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.
2. **BUILDING POWER** - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoist-way, pit and machine room.
5. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. **MAIN DISCONNECT** - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. **GROUND WIRE** - Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. **CAR LIGHT POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. **LIGHTING** - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
10. **FIRE EXTINGUISHER [BY OTHERS]** - Provide fire extinguisher in elevator machine room.
11. **WORK BY OTHERS SCHEDULING** - All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.
12. **ASBESTOS** - Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. EMR will not be responsible for working with asbestos which may be disturbed or unconstrained. EMR will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
13. **STORAGE** - Provide dry, protected and secure storage space adjacent to the hoist-way(s).
14. **OPERATING ELEVATORS FOR OTHER TRADES** - If we are required to operate an elevator to facilitate the work of other trades (i.e., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

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Payment Process

The extent of the work to be performed is either described above or in the attached specification, which is incorporated into and made a part of this document.

Payment Terms:**OPTION 2: Accepted**

Schedule of Values. EMR will create a Payment Application, using AIA G702 Formatting, which will be submitted monthly for approval. Billing shall be based on work progress and materials stored/delivered

COST BREAKDOWN

Labor	
380 Team Hours @ \$107.00 (TEAM = 1 TECH/1 HELPER)	\$40,660.00
Material	
2 Pixel Hydraulic Controller	\$23,500.00
2 Tank Units	\$20,160.00
2 Car Operating Panels & Fixtures (See Fixture List of equipment Provided)	\$7,259.00
2 Travel Cables	\$3,432.00
2 Door Operators	\$3,900.00
Shipping	\$9,881.20
2 State Permits	\$900.00
2 State TDLR Acceptance Inspection	\$1,480.00
110 Gallons of Hydraulic Oil	\$3,100.00
Piping Material	\$2,225.00
Misc. Materials not limited to, Shipping, permits, inspections, hydraulic oil & \$2000 Other misc. items; bolts, nuts, supplies, etc.	\$17,400.00
Warranty 12-Month Upon Acceptance	\$2,400.00
Overhead & Profit	\$27,168.80
Grand Total	\$163,446.00

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PAYMENT TERMS - COST BREAKDOWN

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MODERNIZATION – INCLUSIONS & EXCLUSION

Included

- ✓ ASME 1.17 2016
- ✓ Machine Room Floor painting
- ✓ Lump Sum Contract
- ✓ One Team (1 Tech/1 Helper)
- ✓ Parking
- ✓ DOB Approved Wage Rates
- ✓ MEI Tank Unit
- ✓ Innovation Fixtures
- ✓ Innovation Shop Drawings
- ✓ GAL Door Operator
- ✓ Insurance COI coverage
- ✓ Permits
- ✓ Wiring Diagrams
- ✓ Hydraulic Oil
- ✓ Regular working Hours
- ✓ 1 Year EMR Warranty
- ✓ 1 Year EMR Standard Maintenance
- ✓ 1 TDLR State Acceptance Inspection per car
- ✓ Tool Box
- ✓ Safety Supervision
- ✓ OSHA Safety Requirements
- ✓ Standard, One (1) Year EMR Warranty

Not Included

- ✓ Sump Pump
- ✓ CCTV
- ✓ Intermediate Structural Supports
- ✓ Divider Beams
- ✓ Shaft/Pit Lighting
- ✓ Access Doors
- ✓ Power disconnects
- ✓ Machine Room Wall Painting
- ✓ P&P Bonds (Upon Request 2% Rate)
- ✓ Elevator Escort Services
- ✓ Temporary Use for Construction
- ✓ Interim Maintenance (Elevators not in construction, will have to be maintained under TFC's current contract)
- ✓ Underground Piping
- ✓ Shunt Trips
- ✓ Fire Alarms
- ✓ GFCI (Other than the one included in car top station)
- ✓ Pollution Insurance
- ✓ Temporary Enclosures, Barricades and other protection.
- ✓ Sill angles
- ✓ Sill supports
- ✓ Inserts
- ✓ Pit ladders
- ✓ Smoke Detectors
- ✓ Wiring to remote locations
- ✓ Horizontal car-top guarding
- ✓ Hoistway ventilation
- ✓ Rail backing
- ✓ Hoistway Painting
- ✓ Card Readers
- ✓ Card Reader Installation
- ✓ Platform access (if required)
- ✓ Waterproofed hoistway
- ✓ Jack/Piston
- ✓ Jack packing
- ✓ Jack work following inspection
- ✓ Jack work resulting Hydrostatic water condition
- ✓ Any Material not noted in this quote shall not be assumed to be included
- ✓ Dust Cover
- ✓ Elevator Fronts
- ✓ Preventative Maintenance