

Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Central Texas Elevator, LLC. (“Contractor”) is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Elevator Modernizations (hereinafter called the “Project”). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”).

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Five Hundred Five Thousand Six Hundred Ninety-Four Dollars and 60/100 (\$505,694.60)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit “A”**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **four hundred (400) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

- 4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.
- 4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

- 5.2.1** Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the

Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars (\$5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
- e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment,

that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;

5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or
5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

- 5.7.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.
- 5.7.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.
- 5.7.3** Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4** When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 5.7.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

- 5.8.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

- 5.8.2** Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.8.3** Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

- 5.9.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.
- 5.9.3** Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR’S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner’s requirements and procedures.

6.2 Contractor’s duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor’s skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

Type of Coverage	Limits of Liability
.1 Worker's Compensation	Statutory

- .2 Employer's Liability
 - Bodily Injury by Accident \$500,000 Ea. Accident
 - Bodily Injury by Disease \$500,000 Ea. Employee
 - Bodily Injury by Disease \$500,000 Policy Limit
- .3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
Aggregate policy limits:	\$2,000,000

- .4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- .5 INTENTIONALLY DELETED

6.5.2 Workers' Compensation Insurance Coverage:

- 1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false

or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- 6.5.3** If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
 - 6.5.4** Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.
 - 6.5.5** **The Owner (“Williamson County, Texas”), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
 - 6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.
 - 6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
 - 6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
 - 6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor’s insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or

future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section

276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the “Prevailing Wage Schedule”). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner’s decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker’s claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner’s determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate,

and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- 11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4 Fails to perform any of its obligations under the Agreement;
- 11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished.

In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

12.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when

delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit “A” – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#25RFP77;
5. Contractor’s Proposal/Bid submitted in response to Williamson County RFP#25RFP77; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit “A” – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#25RFP77;
5. Contractor’s Proposal/Bid submitted in response to Williamson County RFP#25RFP77; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party’s execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Central Texas Elevator, LLC.

By: Breann Leighton

Printed Name: Breann Leighton

Title: Owner / General Mgr

Date: 10/31/2025

Exhibit "A"

Plans and Specifications

Location of Work:

Williamson County Jail: 304 W 4th Street, Georgetown, TX 78626, Elevators 2, 3 and 5

Williamson County Cedar Park Annex: 350 Discovery Blvd., Cedar Park, TX 78613

Jail Elevator #2, 3 and 5: Elevator Manufacturer: Dover, Duty: Elevators 2 and 3: 4000 lbs, Speed: 125, Door Type & Size: 2SSO 48" W x 84" H; Floors Served: 4 Front, Elevator 5: Duty: 4500 lbs. , Speed: 125, Door: 2SSO 42" W x 84" H, Floors Served: 2 Front. Machine Type: Hydraulic, Submersible pump, Power Characteristics: 460 VAC, 3 PHASE, 60 HERTZ; Operational Control: Selective Collective, Simplex, Door Operation: Automatic; Door Reversal: Electronic Light Ray; Buffers: Spring; Car Enclosure: Shell: Laminate (#s 2&3), Steel (#5) Panel; Lighting: Incandescent; Ceiling: Stainless Steel, Downlight; Walls: Laminate shell; Car Doors, Front Returns, Entrance Columns: Brushed Stainless Steel; Sill: Aluminum; Handrails: 2" Flat Bar on 3 walls, Flooring: Rubber Disc Tile; Base: Vented through wall panel (#s 2&3), Vented steel (#5); Car Fixtures: Car Operation Station: Swing Type; Car Position Indicator: Dot Matrix, Car Direction Indicator: Installed; Telephone Cabinet: Installed, Firefighters' Recall: Installed; Hoistway Entrances: Frames, Door Panels: Painted Steel, Access Means: Door Unlocking Devices, Top/Bottom; Sills: Aluminum; Hall Fixtures: Hall Lanters: Installed at level "LL", Hall Position Indicators: Installed at level "1," Phase I Fire Service: Installed

Cedar Park Annex: Elevator Manufacturer: Dover, Duty: 2100 lbs., Speed: 100, Door Type & Size: SSSO 36" W x 84" H; Floors Served: 2 Front, Machine Type: Hydraulic, Submersible pump, Power Characteristics: 460 VAC, 3 PHASE, 60 HERTZ, Operational Control: Selective Collective, Simplex, Door Operation: Automatic, Door Reversal: Electronic Light Ray, Buffers: Spring. Car Enclosure: Shell: Steel, Lighting: Incandescent, Ceiling: Stainless Steel, Downlight, Walls: Laminate panels, Car Doors, Front Returns, Entrance Columns: Brushed Stainless Steel, Sill: Aluminum, Handrails: 1 1/2" Round Bar on rear wall, Flooring: Rubber Tile, Base: Vented Steel; Car Operation Station: Swing Type, Car Position Indicator: Installed, Telephone Cabinet: Installed, Firefighters' Recall: Installed, Hoistway Entrances: Frames: Painted Steel, Door Panels: Brushed Stainless Steel, Access Means: Door Unlocking Devices, Top/Bottom, Sills: Aluminum; Hall Fixtures: Hall Lanters: Installed at levels "1, 2," Hall Position Indicators: N/A; Phase I Fire Service: Installed.

Scope of Work: The Contractor shall refurbish the Williamson County Jail Elevators #s 2, 3, 5, and the elevator at the Cedar Park Annex elevator. Work includes all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactorily completion of required work as indicated in Agreement documents. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment. Scope of work includes, but is not limited to, the following:

Coordination, scheduling, and management of work of component suppliers and subcontractors.

Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.

GENERAL

SUMMARY:

The Williamson County Jail will have three (3) elevators modernized, Elevators 2, 3 & 5. Car flooring retained in Cars 2 and 3. The Cedar Park Annex will have one (1) elevator modernized. The Cedar Park Annex elevator will retain or refurbished: the car platforms, cab shells, hoistway and car sills, landing door panels, landing door frames/tracks, car doors and guide rails

DEFINITIONS:

A. Technical terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1. or in this section.

B. PROVIDE means “furnish and install.”

C. MANUFACTURER means either the Original Equipment Manufacturer (OEM) or the principal manufacturer of a component or system.

D. RETAIN means, unless otherwise specified, the existing equipment is to be left in place with no alterations and no change in the original manufacturer’s designed performance or functionality. Items that are “retained” shall be thoroughly cleaned in place and adjusted to achieve originally designed function.

E. REFURBISH means, unless otherwise specified, the existing equipment is to be cleaned, repainted, repaired, and parts replaced to put the equipment into a condition to provide the same appearance, performance, and functionality as the equipment provided when it was originally installed. Unless otherwise specified, the scope of replacement of components is limited to those items currently available for purchase as replacement parts from the manufacturer or after-market suppliers approved by the manufacturer.

F. REUSE means that the Contractor shall carefully remove equipment from the existing installation, avoiding any damage or additional wear. Store in a safe location to maintain equipment in its pre-removal condition. Reinstall and incorporate into the modernized elevator installation using the same procedures and recommendations provided by the manufacturer of the equipment.

G. CALL BACK means a request from the Owner to the Contractor to provide a technician on site to evaluate an elevator that is out of service or not functioning properly, rectify the root cause of the malfunction, and place the unit back into normal service.

H. INCLUDES or INCLUDING means including the items specified but not limited solely to those items if additional work or components are required to achieve the specified outcome.

I. Words in the singular shall include the plural whenever applicable or context so indicates.

WORK INCLUDED

A. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Agreement Documents.

B. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.

C. Applicable conditions of Owner’s General, Special, and Supplemental Conditions.

D. Scope of work includes, but is not limited to, the following:

1. Coordination, scheduling, and management of work of component suppliers and subcontractors.

2. Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.

ALTERNATES:

A. Provide material and labor required for complete execution of accepted alternates.

B. Alternates:

POD storage cost for a single elevator modernization. Location in parking lot to be determined.

RELATED BUILDING WORK INCLUDED IN ELEVATOR CONTRACTOR SCOPE OF WORK:

A. Architectural and Structural, Hoistway and Hallway:

1. Patch any cracks or penetrations in the hoistway to provide smoke and fire rating required by the AHJ. Provide product and installation process documentation as requested.

2. Remove abandoned conduit and wiring in the elevator hoistways.

3. Patch penetrations and gaps in finished elevator lobbies after installation of new signal fixtures. Match existing wall finishes.

4. Seal fireproofing in machine room to prevent flaking.

B. Architectural and Structural, Machine Room:

1. Patch any cracks or penetrations in the machine room walls or ceiling to provide smoke and fire rating required by the AHJ. Provide product and installation process documentation as requested.
 2. Self-closing and locking rated access door. Include Signage: "ELEVATOR MACHINE ROOM" and "AUTHORIZED PERSONNEL ONLY."
 3. Pass-Through Machine Room: Where pass-through condition exists provide "NOT AN EXIT" signage on door adjacent space.
 4. Provide Class "ABC" fire extinguisher in each elevator machine room.
 5. Seal fireproofing in machine room to prevent flaking.
- C. Plumbing and Fire Protection:
1. Fire sprinklers in machine room. Manual shut-off means shall be located outside bounds of machine room.
 2. Install and program smoke sensors in elevator lobbies and machine room as required for Phase I firefighters recall operation.
 3. Provide heat detector in machine room to active shunt trip contacts in elevator disconnects.
 4. Fire sprinklers in hoistway overhead.
 5. Fire sprinklers in pit.
- D. Mechanical:
1. Machine Room or Control Space Lighting: Guarded LED fixtures to provide minimum 19-foot candles average illumination. Provide toggle switch adjacent to strike side of machine room door.
 2. Pit Lighting: Guarded LED fixtures to provide minimum 10-foot candles average illumination.
 3. GFCI convenience outlets in pit.
 4. Retain existing if operable: Heavy-duty three-phase mainline copper power feeder with code compliant grounding to terminals of each elevator controller in the machine room with protected lockable "open" disconnecting means.
 5. Auxiliary contacts to disable emergency battery lowering.
 6. Retain existing if operable: single-phase copper power feeder to each elevator with individual protected lockable "open" disconnecting means located in machine room for utilization equipment:
 - a. car lighting and blower
 - b. card reader system
 7. Emergency telephone line to each individual elevator control panel in elevator machine room.
 8. Automatic Fire Recall System:
 - a. Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator.
 - b. Fire alarm initiating devices in each elevator machine room.
 - c. Fire alarm initiating devices at top of hoistway if sprinklered.
 - d. Three Relay Activation Modules for each group of elevators or single elevator. Locate modules within three feet of controller designated by the Elevator Contractor to minimize un-supervised wiring. Program Modules as follows:
 1. PRIMARY: Activate when any hallway device, except primary floor, activates.
 2. ALTERNATE: Activation when hallway device at primary floor activates.
 3. FIRE HAT: Activate when machine room device activates.
 - e. Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.
 - f. Provide technician from fire alarm contractor for pre-test of system during normal working hours.
 - g. Provide technician from fire alarm contractor for acceptance test of system with AHJ during normal and overtime working hours.
 - h. Remove fire alarm devices from pit where not required.
 9. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler systems and/or hoistway fire sprinkler system. Provide heat detectors, shunt trip breaker and all necessary equipment.

10. When sprinklers are provided in the hoistway all electrical equipment, located less than 4'-0" above the pit floor shall be identified for use in wet locations. Exception: Seismic protection devices.
11. Wiring from building security system to elevator controllers and all security system equipment.
12. Wiring from "Elevator Security Recall Panel" in security room to elevator controllers for Cars 6, 7, 8, and 10.
13. Card or Proximity Readers, elevator contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
14. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
15. Conduit from fire alarm panel to each fire alarm device location at each floor, hoistway, pit and machine room including three relay activation modules in machine room. Provide junction box at each location.
16. Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.

E. Electrical Service, Conductors, and Devices:

1. Machine Room or Control Space Lighting: Guarded LED fixtures to provide minimum 19 footcandles average illumination. Provide toggle switch adjacent to strike side of machine room door. Occupancy sensor is not allowed.
2. Pit Lighting: Guarded LED fixtures to provide minimum 10 footcandles average illumination.
3. GFCI convenience outlets in pit.
4. Retain existing if operable: Heavy-duty three-phase mainline copper power feeder with code compliant grounding to terminals of each elevator controller in the machine room with protected lockable "open" disconnecting means.
5. Auxiliary contacts to disable emergency battery lowering.
6. Retain existing if operable: Single-phase copper power feeder to each elevator with individual protected lockable "open" disconnecting means located in machine room for utilization equipment:
 - a. Car lighting and blower.
 - b. Card reader system.
7. Emergency telephone line to each individual elevator control panel in elevator machine room.
8. Automatic Fire Recall System:
 - a. Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator.
 - b. Fire alarm initiating devices in each elevator machine room.
 - c. Fire alarm initiating devices at top of hoistway if sprinklered.
 - d. Three Relay Activation Modules for each group of elevators or single elevator. Locate modules within three feet of controller designated by the Elevator Contractor to minimize un-supervised wiring. Program Modules as follows:
 1. PRIMARY: Activate when any hallway device, except primary floor, activates.
 2. ALTERNATE: Activate when hallway device at primary floor activates.
 3. FIRE HAT: Activate when machine room device activates.
 - e. Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.
 - f. Provide technician from fire alarm contractor for pre-test of system during normal working hours.
 - g. Provide technician from fire alarm contractor for acceptance test of system with AHJ during normal and overtime working hours.
 - h. Remove fire alarm devices from pit where not required.
 - i. Remove fire alarm devices from hoistway overhead where not required.
9. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler system and/or hoistway fire sprinkler system. Provide heat detectors, shunt trip breaker and all necessary equipment.

10. When sprinklers are provided in the hoistway all electrical equipment, located less than 4'-0" above the pit floor shall be identified for use in wet locations. Exception: Seismic protection devices.
11. Wiring from building security system to elevator controllers and all security system equipment.
12. Card or Proximity Readers, elevator contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
13. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
14. Conduit from fire alarm panel to each fire alarm device location at each floor, hoistway, pit and machine room including three relay activation modules in machine room. Provide junction box at each location.
15. Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.

F. Elevator Contractor Related Work:

1. Pit access stationary ladder for each elevator.

SOURCE QUALITY CONTROL:

- A. Country of Origin: Submit list of all major original equipment manufacturer components identifying origin of each component.

ACTION AND INFORMATIONAL SUBMITTALS:

- A. Within thirty calendar days after award of contract and before beginning equipment fabrication submit field verified existing installation information for review.
 1. Hydraulic Car Information:
 - a. Existing Total Car Weight:
 1. Documented on crosshead data tag, all cars.
 2. Field Verified: weigh single cars and one car per group of each identical duty type.
 - b. Estimated Gross Load on Jack
 2. Power Confirmation Information: Field verified existing conditions at each elevator main disconnect.
 - a. Actual maximum available voltage and current.
 - b. Verify true earth ground value.
- B. Within sixty calendar days after award of contract and before beginning equipment fabrication, submit planned modernization design information, shop drawings, and required material samples for review. Allow fifteen calendar days for response to initial submittal.
- C. Indicate equipment lists, reactions, and design information including:
 - a. Car:
 1. Total car weight to be included on new crosshead data tag.
 2. Written confirmation that designed modernization total combined weight of car and rated load:
 - a. Does not vary by more than 5% from that of the original installation.
 3. Verify buffer capacity via data tags or known manufacturing data.
 - b. Power Confirmation Information: Design for existing conditions.
 1. Motor horsepower and code letter designation.
 2. Motor starter in-rush current, full load running current, and demand factor.
 3. Engineered power consumption based on hydraulic elevator with 120 upstarts per hour full load.
 4. Written confirmation that existing electrical provisions are adequate for post modernization installation equipment requirements.
- D. Written confirmation that total planned modernization reactions on building structure do not exceed originally designed reactions by more than 5%. If installation has been altered previously and original car top data tag is missing, confirm that new reactions will not exceed existing reactions. Reaction calculations shall include:
 1. Gross load on jack

- 2. Traveling cables
- 3. Total car Weight
- 4. Car Capacity
- E. Product Data, Including:
 - 1. Capacities, sizes, performances, operation, control, signal systems operations, safety features, finishes, and similar information.
 - 2. Product data for car enclosures and hoistway entrances.
 - 3. Product data for signal fixtures, lights, graphics, tactile marking plates, and details of mounting.
 - 4. Full details of ascending car protection means and installation.
 - 5. Two-way conversation devices.
 - 6. Post-modernization machine room heat emissions in BTU.
- F. Shop Drawings:
 - 1. Fully Dimensioned Fixture Drawings:
 - a. Car operating panels
 - b. Car floor indicators
 - c. Hall stations
 - d. Position indicators
 - e. Hall lanterns
 - f. Access key switch
 - g. Remote panels
 - h. Elevator Security Recall Panel
 - i. Emergency power selector switches
- G. Samples for Initial Selection: For finishes involving surface treatment or paint.
- H. Samples for Verification:
 - 1. For exposed car, hoistway door and frame, and signal equipment finishes.
 - 2. Samples of Sheet Materials: 3" (75 mm) square.
 - 3. Running Trim Members: 4" (100 mm) lengths.
 - 4. Include material finish samples, if requested:
 - a. Signal fixtures
 - b. Lighting
 - c. Graphics
 - d. Braille plates.
- I. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract.
 - 1. Include any unique or product specific procedures or methods required to inspect or test the equipment.
 - 2. Identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
- J. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Agreement Documents. Compliance with Agreement Documents, Code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.
- K. Acknowledge and/or respond to review comments within ten calendar days of return.
 - 1. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected.
 - 2. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal.
- L. Contractor's revision response time is not justification for equipment delivery or installation delay.

CLOSEOUT SUBMITTALS:

- A. Manufacturer's Warranty:
 - 1. Provide documentation of Manufacturer's Warranty in compliance with Contract Documents.
- B. Owner's information:

1. Provide electronic copies (sent via email) of written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received and reviewed by Owner. Include the following as minimums:
 - a. Straight-line wiring diagrams of “as-installed” elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Owner’s property.
 - b. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product-specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 - c. Lubrication instructions, including recommended grade of lubricants.
 - d. Parts catalogs for all replaceable parts, including ordering forms and instructions (electronic and hard copy)
 - e. Instructions explaining all operating features, including all apparatus in the car and lobby control panels.
 - f. Maintenance Control Program (MCP) documentation for all equipment.
- C. Provide Owner with the following:
 1. Any interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
 2. Four sets of keys for all switches and control features properly tagged and marked.
 3. Diagnostic equipment complete with access codes, adjusters’ manuals, and set-up manuals for adjustment, diagnosis, and troubleshooting of elevator system, and performance of routine safety tests.

PERMITS, TESTS, AND CERTIFICATES

- A. Permits (can be reimbursed):
 1. Secure and pay for all permits required for Work to be performed, including but not limited to:
 2. Municipal and State permits
 3. Device or equipment removal permits.
 4. Hot works permits.
 5. Post, maintain, and renew all permits in compliance with local governmental requirements.
 6. Obtain final close-out of all required permits.
 7. Tests and Inspections: Schedule with the AHJ and perform tests required by Governing Authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative of the AHJ.
- B. Certificates: Obtain, pay for, and deliver to Owner with all temporary and final inspection certificates provided by proper governing authorities.
- C. Violations: Resolve any outstanding violations on record with the AHJ on devices being removed prior to final acceptance by the Owner.

QUALITY ASSURANCE

- A. Compliance with Regulatory Agencies: Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of currently enforced codes, laws, and/or authorities, including revisions and changes in effect including, but not limited to:
 1. American Society of Mechanical Engineers:
 - a. ASME A17.1, Safety Code for Elevators, Escalators, and Moving Walks
 - b. ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks
 - c. ASME A17.5, Elevator and Escalator Electrical Equipment
 - d. ASME A17.6, Standard for Elevator Suspension, Compensation, and Governor Systems
 - e. ASME A17.7, Performance Based Safety Code for Elevators, Escalators, and Moving Walks
 2. National Fire Protection Association (NFPA):
 - a. NFPA 70, National Electric Code
 - b. NFPA 80, Fire Doors and Windows
 - c. NFPA 101, Life Safety Code

- d. NFPA 13, Installation of Sprinkler Systems.
- 3. International Building Code (IBC)
 - a. American National Standard Institute (ANSI): A117.1, Accessible and Usable Buildings and Facilities
 - b. Uniform Federal Accessibility Standards (UFAS)
 - c. ADAAG, American with Disability Act Accessibility Guidelines
- B. Inspections: Provide access to areas where work is being performed for the Owner at any time throughout the project.

MAINTENANCE:

A. Interim Maintenance

- 1. Furnish preventative maintenance service on elevators described herein for a period from mobilization, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventative maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined below, is commenced. Perform interim maintenance based upon terms and conditions of Owner's existing maintenance agreement.
- 2. Prior to the removal of any car from service, the consolidated call back service for all cars in the specific group shall be no more than three calls per month. Contractor will be responsible for providing preventative maintenance to achieve this requirement.
- 3. If callback activity exceeds three callbacks per unit per month at any time when cars are off-line, all maintenance must be completed on overtime (OT) until callback rate is less than three/unit/month.
- 4. Use competent personnel, acceptable to Owner, employed and supervised by the Elevator Contractor.

B. Warranty Maintenance

- 1. Provide preventative maintenance and 24-hour emergency callback service for one year commencing on date of final acceptable of all modernized elevators by Owner. Warranty maintenance should expire concurrently for all elevators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
- 2. Use competent personnel, acceptable to the Owner, supervised and employed by Contractor.
- 3. Warranty maintenance to be performed per the terms of Owner's existing maintenance agreement.

DELIVERY AND STORAGE

- A. The protection of all equipment and exposed finishes shall be the responsibility of the Elevator Contractor during delivery, handling, and installation until completion of project.
- B. The Elevator Contractor shall replace damaged materials with new at no additional cost for material and labor to Owner.
- C. Manufacturers' original packaging must adequately protect materials during delivery.
- D. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name, and manufacturer's name. Delivered materials shall be identical to accepted samples.
- E. Store materials in original protective packaging under cover in a dry and clean location off the ground. Remove delivered materials that are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
- F. It is the responsibility of the Contractor to properly store and protect all materials in space provided or designated by the Owner against damage, stains, scratches, corrosion, weather, construction debris, and environmental conditions.

PARTS:

MANUFACTURERS AND PRODUCTS

A. Approved elevator components: The following manufacturers are approved for the specific components listed below, subject to the requirements of the Contract:

- 1. Controllers:

- a) MCE.
 - b) Smart Rise.
 - c) Elevator Controls.
2. Hydraulic Machines (Power Units):
- a) EECO
 - b) Maxton
 - c) IMO
 - d) MEI
 - e) Canton
 - f) Bore-Max
 - g) DEM
3. Passenger Elevator Door Equipment (Operators, Tracks, Hangers, and Closers):
- a) GAL (linear)
 - b) Wittur (linear)
4. Elevator Car Enclosures (Cab Shell):
- a) EDI/ECI.
 - b) Elite Cabs.
 - c) National.
 - d) MAD Elevator
 - e) Columbia
 - f) AMST
5. Car and Hall Signal Fixtures:
- a) Innovation.
 - b) MAD Fixtures.
6. Two-Way Audio Communication Device:
- a) Janus/Rath
 - b) Wurtec
7. Door Edge Detector with Approaching Object Detection:
- a) CEDES
 - b) Janus

MATERIALS:

A. Steel:

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel: Type 302 and 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.

1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in vertical dimension.

C. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.

D. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" ±.005" thick, color and texture as follows:

1. Exposed Surfaces: Color and texture selected by Architect.
2. Concealed Surfaces: Contractor's standard color and finish.

E. Fire-Retardant Treated Particle Board Panels: Minimum 3/4" thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with Local Authorities for elevator finish materials.

F. Natural Finish Wood Veneer: Standard thickness, 1/40" thoroughly dried conforming to ASME/HPMA HP-1983, Premium Grade. Place veneer, tapeless spliced with grain running in direction shown, belt and polish sanded, book-matched. Species and finish designated and approved by Architect.

G. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.

H. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

I. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.

J. Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Regrain or finish as specified and protect as indicated for particular metal type.

K. Entrance Support Equipment within Hoistway: Include strut angles, headers, sill support angles, fascia, hanger covers, etc.

1. Clean, remove, and check for corrosive activity. Replace components which exhibit severe deterioration.

2. Tighten all fastenings.

ELEVATOR ALTERATIONS:

1. Hydraulic passenger Elevators:

ALTERATION SUMMARY

CARS 2-3	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Capacity:	4000 lbs.	4000 lbs.
Class of Loading:	Class A	Class A
Duty Type:	Passenger	Passenger
Contract Speed:	125 fpm	125 fpm
Hydraulic Jack Type:	In Ground	In Ground
Machine Type:	Submersible Power Unit	Submersible Power Unit
Machine Location:	Adjacent	Adjacent
Floors Served:	4 Front	4 Front
Total Entrances:	4 Front	4 Front
Car Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Hoistway Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Entrance Size:	48" Wide x 84" (7'-0") High	48" Wide x 84" (7'-0") High
Minimum Clear to Underside of Canopy	96" High (field verify)	96" High (field verify)
CARS 5	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Capacity:	4500 lbs.	4500 lbs.
Class of Loading:	Class A	Class A
Duty Type:	Passenger	Passenger
Contract Speed:	125 fpm	125 fpm
Hydraulic Jack Type:	In Ground	In Ground
Machine Type:	Submersible Power Unit	Submersible Power Unit

Machine Location:	Adjacent	Adjacent
Operation Control:	Two-Button Selective Collective	Two-Button Selective Collective
Floors Served:	2 Front	2 Front
Total Entrances:	2 Front	2 Front
Car Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Hoistway Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Entrance Size:	48" Wide x 84" (7'-0") High	48" Wide x 84" (7'-0") High
Minimum Clear to Underside of Canopy	96" High (field verify)	96" High (field verify)

2. MACHINE ROOM EQUIPMENT

A. Provide and arrange equipment in existing machine room spaces.

B. Identification: Permanently identify (painted on or securely attached) machine room equipment with minimum 3" characters corresponding to elevator identification.

1. Driving machine (Power Unit)
2. Transformer, choke/filter
3. Controller
4. Main line disconnect switch
5. Elevator hoistway pit equipment

C. Hydraulic Machine (Power Unit):

1. New:

a. Assembled unit mounted on isolating pads consisting of:

- Dry or submersible type positive displacement pump and induction motor
- Dry type only with motors exceeding 40 hp
- Master-type control valves combining:
- Safety feature
- Holding, direction, bypass, stopping, manual lowering functions
- Shut off valve
- Oil reservoir with protected vent opening
- Oil level gauge
- Outlet strainer
- Drip pan
- Muffler

b. Tank Heater

- Oil tank heater with adjustable thermostat to keep the oil tank temperature within the hydraulic control valve manufacturer's recommended operating range.
- Enclose dry type units below oil reservoir with removable sheet steel panels lined with sound-absorbing material for applications with motors exceeding 40 hp.

D. Motor Starter:

1. Soft start type unit including:
 - a. Integral electronic overload protection
 - b. Integral bypass

E. Muffler:

1. In discharge oil line near pump unit
2. Design shall dampen and absorb pulsation and noise in the flow of hydraulic fluid.

F. Piping and Oil:

1. All piping, connections and oil required for the elevator system
2. A minimum of two sound isolation couplings shall be provided between the pump unit and oil line and the oil line and jack unit.
3. Provide 2-90° joints to reduce vibration and create wave diffraction.
4. Provide isolated pipe stands or hangers.

G. Shut-Off Valve:

1. Oil line shut off valve in the machine room or accessible from outside the hoistway.

2. Second valve in pit adjacent to jack unit.
- H. Battery Rescue System:
1. Auxiliary power source shall be provided via 12-volt D.C. battery units installed in machine room or controller space.
 2. Include solid-state charger and testing means mounted in a common metal container
 3. Battery to be rechargeable lead acid or nickel cadmium with a ten-year life expectancy
- I. Controller: UL/CSA labeled:
1. Compartment:
 - a. Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame.
 - b. Completely enclose equipment with covers. Provide means to prevent overheating.
 2. Relay Design:
 - a. Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear.
 - b. Provide wiping action and means to prevent sticking due to fusion.
 - c. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
 3. Microprocessor-Related Hardware:
 - a. Provide built-in noise suppression devices providing a high level of noise immunity on all solid-state hardware and devices.
 - b. Provide power supplies with noise suppression devices
 - c. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules
 - d. Design control circuits with one leg of power supply grounded
 - e. Safety circuits are not to be affected by accidental grounding of any part of the system
 - f. System automatically restarts when power is restored
 - g. System memory is retained in the event of power failure or disturbance
 - h. Equipment is provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines
 4. Wiring:
 - a. CSA labeled copper for factory wiring.
 - b. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
 5. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.
- J. Auxiliary disconnect: Provide controller or power unit mounted auxiliary, lockable “open,” disconnect if mainline disconnect is not in sight of controller and/or machine.

HOISTWAY AND PIT EQUIPMENT

- A. Provide and arrange equipment in existing hoistway spaces.
- B. Hydraulic Jack Assembly:
 1. Retain
 - a. Replace packings.
- C. Jack Support and Shut-Off Valves:
 1. New:
 - a. Manual shut off vales in oil lines adjacent to jack units in pit.
- D. Guide Rails:
 1. Retain:
 - a. Clean rails and brackets
 - b. Remove rust
 - c. Repaint non-machined surfaces
 - d. Check and tighten all rain and bracket fastenings
- E. Buffers, Car:
 1. Retain:
 - a. Remove rust and repaint non-machined surfaces.
- F. Access Ladders and Platforms: Provide permanent buffer and car safety access ladders and platforms if required to comply with Code requirements.

G. Terminal Stopping Devices:

1. New:

- a. Normal and final devices.

H. Electrical Wiring and Wiring Connections:

1. Conductors and Connections:

- a. Copper throughout with individual wires coded and connections on identified studs or terminal blocks.
b. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes.

2. Conduit:

- a. Galvanized steel conduit, EMT, or duct.
b. Flexible conduit length not to exceed 3'-0".

3. Traveling Cables:

- a. Provide 12 twisted shielded pairs in addition to wires needed to connect specified items and code required spares.
b. Tag spares in controller space.
c. Provide cables from controller to car top.
d. Provide spare, secondary traveling cable for security devices to include minimum 12 twisted shielded pairs and one coax.

4. Auxiliary Wiring:

- a. Provide conduit, wiring, connections, and machine room demarcation junction boxes for:
1. Fire alarm initiating devices.
 2. Emergency two-way communication system.
 3. Security video camera.
 4. Security system and card reader interface terminals and relays.

HOISTWAY DOOR OPERATING EQUIPMENT

A. Horizontal Sliding Passenger Entrances:

1. Door Hangers, Hoistway:

a. Retain:

1. Modify hangers as required to include door retainer mechanism to address failure of primary upper door panel guidance.
2. Replace hanger rollers.

2. Door Tracks, Hoistway:

a. Retain:

1. Clean and sand for quiet operation.
2. Replace track liners.

3. Hoistway Door Interlocks and Pick-up Roller Assemblies:

a. New.

4. Hoistway Door Closers:

a. New:

1. Spring activated spirator type.

5. Hoistway Door Unlocking Devices:

a. Retain.

1. Replace any missing or damaged parts.

6. Hoistway Access Switches:

a. New:

1. Top and bottom floors.
2. Mount in hall station if within 12" from entrance frame.
3. If mounting in entrance jamb, provide switch with faceplate.

B. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

HOISTWAY ENTRANCE FRAMES AND DOOR PANELS

A. Provide and arrange equipment in same location as existing entrances.

B. Passenger Elevator Entrance Frames:

1. Retain Frames:

a. New Arabic floor designation/tactile marking plates:

1. Centered at 60" above finished floor.
2. Located on both side jambs of all entrances.
3. Minimum 4" high.
4. Tactile marking indications shall be below Arabic floor designation.
5. Permanently fastened.
6. Provide plates at main egress landing with "Star" designation.

b. New Car identification plate with Braille:

1. Mounted directly below floor designation/tactile marking plates.
2. Located on both side jambs at Designated and Alternate levels.
3. Finish and design to match floor designation/tactile marking plates.

C. Horizontal Sliding Hoistway Door Panels:

1. Retain Door Panels:

a. Provide new door gibs with fire tabs at all floors.

1. Minimum two gibs per panel, one at leading edge, and one at trailing edge of each panel.
2. Provide code required door panel retainer mechanism on lower edge of door panel.

D. Sight Guards:

1. Retain.

a. Replace any missing or damaged sight guards to match existing.

E. Frame and Door Panel Finishes:

1. Entrance Frames:

- a. Stainless steel satin finish.
- b. Powder Coat painted finish.

2. Hoistway Door Panels:

- a. Stainless steel satin finish.
- b. Powder Coat painted finish.

HOISTWAY ENTRANCE SILLS AND SUPPORT

A. Sill Supports, Hoistway Entrance:

1. Retain:

a. Check and tighten all fastenings.

B. Fascia, Toe Guards, and Hanger Covers:

1. Retain:

- a. Replace damaged or missing sections.
- b. Check and tighten all fastenings.
- c. Paint/Stencil floor number on fascia or hoistway wall all floors visible where car doors are initially opened.

C. Struts and Headers:

1. Retain:

a. Check and tighten all fasteners.

CAR EQUIPMENT

A. Frame

1. Retain:

- a. Check and tighten all fastenings.
- b. Adjust as required for plumb and square alignment

B. Platform

1. Retain:

- a. Adjust as necessary for plumb and level alignment.
- b. Reinforce if required.
- c. Check and tighten all fastenings.
- d. Immediately notify Owner if any damage or deterioration requiring repairs is observed.

- e. Replace isolation pads.
- C. Platform Guard:
 - 1. New if existing not meeting code requirement:
 - a. Extended platform guard with black enamel finish to meet Code requirements.
 - b. Minimum 0.059" (1.5 mm) thick steel, or material of equivalent strength and stiffness.
 - c. Reinforced and braced to front and rear (Rear on Cars 7 and 10) of car platform.
- D. Car Rail Guide Roller or Shoe Assemblies:
 - 1. Retain:
 - a. Check and tighten all fastenings.
 - b. Replace all rollers or inserts.
- E. Top of Car Guardrail:
 - 1. New:
 - a. Provide car top railings where fall hazard exceeds 12".
 - b. Install guardrails, necessary hardware, and toe board to meet code requirements.
- F. Car Top Control Station:
 - 1. Mount to provide safe access and utilization while standing on car top.
 - 2. Operating device with Up and Down direction buttons, a Run button, an Inspection/Automatic switch and Emergency Stop switch.
 - 3. Operating device provides an audible and visible indicator that fire recall has been initiated.
 - 4. Fix station to the car crosshead or provide portable station provided the extension cord and housing is permanently attached to the car crosshead.
 - 5. The car will be operated by constant pressure on the appropriate directional button and the Run button simultaneously.
 - 6. Normal operating devices will be inoperative while this device is in use.
- G. Car Top Emergency Audible Signal:
 - 1. Provide on top of each elevator.
 - 2. Activation of Alarm Button or Emergency Stop switch will cause Emergency Audible Signal.
 - 3. Provide auxiliary power supply to provide 1-hr. power in the event of loss of normal power.
- H. Work Light and Duplex Plug Receptacle:
 - 1. Work light on top and bottom of car.
 - 2. Car top light mounted to provide illumination of all car top equipment.
 - 3. GFCI protected duplex outlet. One (1) at top of car.
 - 4. Include on/off switch and lamp guard.
- I. Car Sills – Passenger or Service Duty:
 - 1. Car 5 New:
- J. Car Door Panels – Passenger or Service Duty:
 - 1. Retain:
 - a. Retrofit new dual gibs:
 - 1. One at trailing edge and one at leading edge of each panel
 - 2. Removable without panel displacement.
 - b. Adjust vertical and horizontal clearances to meet Code requirements.
 - 2. Car 5 New:
- K. Car Door Hangers – Passenger or Service Duty:
 - 1. Retain:
 - a. Modify to include door retainer mechanism to address failure of primary upper door panel guidance.
 - b. Replace all rollers.
 - c. Check and tighten all fastenings.
 - 2. Car 5 New:
- L. Car Door Track – Passenger or Service Duty:
 - 1. Retain:
 - a. Clean and sand for smooth, quiet operation.
 - b. Check and tighten all fastenings.
 - 2. Car 5 New:
- M. Car Door Header – Passenger or Service Duty:

1. Retain:
 - a. Check and tighten all fastenings.
 2. Car 5 New:
- N. Car Door/Gate Electrical Contact:
1. New:
 - a. Prohibit car operation unless car door or gate is closed.
- O. Door Clutch – Passenger or Service Duty:
1. Retain:
 - a. Check and tighten all fastenings.
 2. Car 5 New:
- P. Restricted Opening Device:
1. Retain:
 - a. Check all fastenings.
 - b. Adjust and test for proper operation.
 2. Car 5 New:
- Q. Passenger Door Operator:
1. New:
 - a. High-speed, heavy-duty door linear type operator capable of opening doors at no less than 2.5 fps.
 - b. Accomplish reversal in no more than 2½" of door movement.
 - c. Solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current.
 - d. Maintain consistent, smooth, and quiet car door operation at all floors, regardless of door weight or varying air pressure.
- R. Passenger Door Reopening Device:
1. New:
 - a. Black fully enclosed infrared device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor.

CAR OPERATING PANEL:

A. New:

1. Cars 1, 2, 3, 4, 5, 6, 7, 8, 10:
 - a. One (1) car operating panel(s) per car.
 - b. Integral with swing-type return panel(s) to match existing swing configurations.
 - c. Metal box containing operating fixtures mounted behind the car return panel.
 - d. Vandal resistant.
 - e. Provide Exposed Pushbuttons to Initiate:
 1. Car call registration.
 2. Alarm.
 3. Door open.
 4. Door close.
 5. Emergency push-to-call communication.
 6. Pushbuttons:
 - a. Provide minimum 3/4" diameter raised floor pushbuttons which illuminate to indicate call registration.
 - b. Brushed stainless buttons with illuminated LED halo.
 - c. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
 - d. Identify buttons with cast tactile symbols surface mounted.
 - f. Locked Firefighters' Emergency Operation Panel:
 1. Openable by the same key which operates the Fire Operation switch.
 2. Including the following features:
 - a. Phase II fire access switch.
 - b. Firefighters' visual indication.

- c. Call cancel button.
- d. Stop switch, manually operated.
- e. Door open button.
- f. Door close button.
- g. Floors served signage.
- g. Service Compartment:
 - 1. Provide lockable service compartment with recessed flush door.
 - 2. Door material and finish to match car return panel or car operating panel faceplate.
 - 3. Include Integral flush window for displaying the elevator operating permit on inside surface of door.
 - 4. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - a. Access switch.
 - b. Light switch.
 - c. Exhaust blower switch.
 - 1. 2 SPEED FOR CAPACITIES 4000 LBS AND UNDER.
 - 2. 3 SPEED FOR CAPACITIES OVER 4000 LBS.
 - d. Independent service switch.
 - e. Constant pressure test button for battery pack emergency lighting.
 - f. 120-volt, AC, GFCI protected electrical convenience duplex outlet.
 - g. Card reader override switch.
 - h. Switch to select either floor voice annunciation, floor passing tone, or chime.
 - i. Keyed stop switch.
- 2. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
 - a. Phase II firefighters' operating instructions on inside face of firefighters' compartment door.
 - b. Engrave filled red firefighters' operation on outside face of compartment door.
 - c. Building identification car number on main car operating panel(s).
 - d. Car capacity in pounds on service compartment door.

COMMUNICATION

A. Car Communication System:

- 1. Hands free two-way communication instrument in car:
 - a. Mounted behind car operating panel.
 - b. Button on car operating panel to initiate two-way communication from Car.
 - c. Match car operating panel pushbutton design.
 - d. System includes:
 - 1. Auto dialer
 - 2. Speaker
 - 3. Microphone
 - 4. Adjacent light jewel that illuminates and flashes when call is acknowledged
 - 5. Call button tactile symbol, engraved signage, and Tactile marking adjacent to button mounted integral with car front return panel
- 6. Rechargeable back-up battery and charging system
- 7. Wiring and connections between all devices inside the car and the elevator controller.

CAR ENCLOSURE AND INTERIOR FINISHES

A. Unless specifically identified as "Retain," "Reuse," or "Refurbish," provide new equipment. Contractor may, with Owner approval, provide new equipment in lieu of refurbishing existing. See Section 00 80 00, Supplemental Conditions.

B. See Section 01 03 00, Alternates and Allowances, to include provisions for custom design options not included below.

C. Car Enclosure (Cab Shell):

- 1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain.
- 2. Car 5 New:

Passenger or Service Duty:

- 1. Enclosure Walls:

Reinforced 14-gauge steel formed panels with baked enamel interior finish as selected by Purchaser.
Width of individual panels shall not exceed 18".
Panels reinforced and braced to provide rigid structure and securely fastened to car platform.
Apply sound-deadening mastic to exterior.

2. Enclosure Canopy:

Reinforced 12-gauge steel formed panels with lockable, hinged emergency exit.
Interior finish white reflective baked enamel.

D. Passenger and Service Car Fronts:

1. Car Front and Rear Returns:

a. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain:

1. Check and tighten all fastenings.
2. Modify for installation of new signal and pushbutton fixtures.

b. Car 5 New:

1. 14-gauge reinforced stainless steel construction satin stainless steel finish.
2. Stationary Type:

- a. Include cutouts for car operating panels and other equipment.

3. Front and Rear Transoms:

a. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain:

1. Check and tighten all fastenings.
2. Modify for installation of new signal and pushbutton fixtures.

b. Car 5 New:

1. 14-gauge reinforced stainless steel construction satin stainless steel finish.
2. Full width of car enclosure.

E. Passenger Car Interior Side and Rear Wall Finishes:

1. Retain

F. Cab Wall Base:

1. Retain

G. Handrails:

1. Retain

- a. Check and tighten all fastenings.

H. Lighting:

1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain

2. Car 5 New:

- a. Coordinate with emergency lighting requirements.
- b. Provide emergency lighting integral with portion of normal car lighting system.
- c. Recessed LED down lights with on/off switch in car operating panel. Recess mount fixture flush with inside surface of car top. Provide steel guard on car top over fixture.

I. Suspended Ceiling:

1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain.

2. Car 5 New:

- a. Four (4) or six (6) section translucent plastic panels mounted in an extruded aluminum angle and T-frame.

J. Ventilation:

1. New:

- a. Two-speed type OE exhaust blower. 2 SPEED FOR CAPACITIES 4000 LBS AND UNDER
- b. Three-speed type AA exhaust blower. 3 SPEED FOR CAPACITIES OVER 4000 LBS
- c. Mount to car canopy on isolated rubber grommets.
- d. Meet noise requirements specified herein.

K. Car Finish Floor Covering:

1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain.

2. Car 5 New:

- a. Provided and furnished by Elevator Contractor.
- b. Passenger Cars 5: Rubber tile 1/8" thick with 1" diameter by 0.025 high, raised circular pattern. Color selected by Owner.

HALL CONTROLS

A. Hall Pushbutton Station Fixtures:

1. Flush or surface mounted pushbutton station fixtures with enlarged faceplate to cover existing wall block out.
2. Provide any cutting and patching required.
3. Pushbuttons for each direction of travel which illuminate to indicate call registration. Provide LED illumination.
4. Approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency as part of faceplate.
5. Pushbutton design to match car operating panel pushbuttons.
6. One (1) stations per group of elevators at all floors
Hall Card/Proximity Reader Security Provisions, All Cars:
 - A. Retain
 1. Provide access to other trades for interfacing.
 2. Provide necessary controller software for card reader security.

CAR ARRIVAL AND TRAVEL DIRECTION SIGNALS

A. Hall Direction Lantern:

1. New (where existing)
 - a. Provide at each entrance to indicate travel direction of arriving car.
 - b. Illuminate up or down LED lights and sound tone once for up and twice for down direction prior to car arrival at floor.
 - c. Illuminate light until the car doors start to close.
 - d. Sound level shall be adjustable from 20-80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor.
 - e. Provide advanced predictive hall lantern notification to comply with ADA hall call notification time.
 - f. Provide adjustable car door dwell time to comply with ADA requirements relative to hall call notification time.
 - g. Hall direction lenses shall be arrow shaped with flush or surface mounted faceplates.
 - h. Lenses shall be minimum 2½" in their smallest dimension.
 - i. Coordinate installation locations with Owner.

B. Hall Position Indicator:

1. New (where existing):
 - a. Alpha-numeric digital indicator containing floor designations and
 - b. Mount integral with hall lanterns at floors where existing hall position indicators are installed.

C. Car Position Indicator:

1. New:
 - a. Alpha-numeric digital indicator type.
 - b. Floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.
 - c. Vandal resistant fixture and faceplate.
 - d. Locate in car station.
 - e. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.
 - f. Illuminate proper direction arrow to indicate direction of travel.

D. Voice Synthesizer:

1. Provide electronic device with easily reprogrammable message and voice to announce car direction, floor, emergency exiting instructions, etc.

SIGNAL FIXTURE FACEPLATE FINISHES

A. All Fixtures:

1. Stainless steel satin finish.

PERFORMANCE AND OPERATION

1. PERFORMANCE REQUIREMENTS:

- a. Car Speed: Allowable variance from contract speed of no more than +/- 10% in the up direction and +10%/-20% in the down direction.
- b. Car Capacity: Safely lower, stop, and hold rated load.
- c. Car Stopping Zone: +3/8" under any loading condition.

- d. Door Times: Seconds from start to fully open or fully closed:
 - 1. Cars 2, 3 and 5: Door Open: 3.5 seconds. Door Close: 4.6 seconds.
- e. Car Floor-to-Floor Performance Time: Seconds from start of doors closing until doors are $\frac{3}{4}$ open for center-opening doors or $\frac{1}{2}$ open for side-opening doors, and car is level and stopped at next successive floor under any loading condition or travel direction:
 - 1. Cars 2, 3 and 5: 16.5 seconds. Floor Height: 12' between floors.
- f. Noise and Vibration Control:
 - 1. Airborne Noise:
 - a. Measured noise level of elevator equipment and its operation shall not exceed 55dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed.
 - b. Limit noise level in the machine room and control space relating to elevator equipment and its operation to no more than 80 dBA.
 - c. All dBA readings to be taken 3'-0" off the floor and 3"-0" from the equipment using the "A" weighted scale.
 - 2. Vibration Control: Mechanically isolate all new elevator equipment from the building structure and other components. Minimize objectionable noise and transmission of vibrations to occupied areas of the building.

ELEVATOR OPERATION REQUIREMENTS:

- A. General:
 - 1. Cars automatically show down and stop level at floors in response to car and landing calls with stops made in sequence in the established direction of travel, regardless of order in which buttons are pressed.
 - 2. Landing calls are canceled when the assigned car arrives at the landing.
 - 3. Automatic Dispatch Failure: Provide auxiliary dispatch system to automatically dispatch elevators in the event of failure of the primary control system.
 - 4. Hall Call Button Failure: Should failure of hall call button system occur, initiate operation providing predetermined service to all landings; elevators respond normally to car calls.
 - 5. Automatic Leveling:
 - a. When arriving at a floor cars level to within 1/8" above or below the landing sill prior to opening doors, without travelling past the landing during leveling.
 - b. Maintain leveling accuracy regardless of carload, direction of travel, rope slippage or stretch.
 - 6. Power Conservation:
 - a. Shut off car interior lighting and ventilation fan after adjustable period (60-180 seconds) of no elevator demand.
 - b. Turn on prior to opening car doors when elevator demand returns.
- B. Door Operation:
 - 1. Passenger Elevators:
 - a. Automatically open doors when car arrives at a floor.
 - b. Stop and reopen doors or hold doors in open position upon activation of "door open" button.
 - c. At expiration of normal dwell time, or upon activation of "door close" button, close doors:
 - 1. Prevent doors from closing and reverse doors at normal opening speed if door reopening device beams are obstructed while doors are closing, except during nudging operations.
 - 2. In event of door reopening device failure, provide for automatic shutdown of car at floor level with doors open.
 - 3. Close cycle does not begin upon activation of "door close" button until normal door dwell time for a car or hall call has expired, except firefighters' operation.
 - d. Nudging Operation:
 - 1. After beams of door reopening device are obstructed for a predetermined time interval (minimum 20.0-25.0 seconds), sound warning signal, and attempt to close doors with maximum of 2.5 foot-pounds kinetic energy.
 - 2. Activation of the door open button overrides nudging operation and reopens doors.
 - e. Interrupted Beam Time:
 - 1. When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds.
 - 2. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0-1.5 seconds after beams are reestablished.

f. Differential Door Time:

1. Field adjustable time that doors remain open after stopping in response to calls.
2. Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.
3. Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds.
 - g. Use hall call time when car responds to coincidental calls.
 - h. Reopen doors when car is designated for loading.

C. Independent Service:

1. When feature is activated from within the car allow control of car only from buttons and controls inside the car.
2. Close doors by constant pressure on desired destination floor button or door close button.

D. Selective Collective Operation, Two-Car Group, Jail Cars 2-3:

1. Elevators operate via momentary pressure buttons to:
 - a. Place hall call by selecting direction of travel at each hall landing (up and down buttons at each floor served).
 - b. Place car call by selecting destination floor from inside the car (individual buttons for each floor served).
2. Hall calls, other than calls placed at the landing at which car is standing, start car and cause the car to stop at first landing for which a call is registered in the direction of travel.
3. Car calls cause the car to stop at the floors registered in the order the car arrives at each selected floor in its current direction of travel.
4. Free Car:
 - a. When there are no calls in the system, one car is automatically dispatched to the elevator discharge level (home car), park other car (free car) at its last stop above elevator discharge level.
 - b. An idle free car answers call above or below it, except calls at main or Basement landings (where applicable).
 - c. When free car travels to main landing in response to a car call, it becomes home car and former home car travels to a middle floor above main landing and becomes the free car.
 - d. When free car is responding to calls, home car shall respond to the following:
 1. Up calls below UP traveling free car.
 2. All Up and Down calls behind DOWN traveling free car.
 3. Any hall calls registered when free car is delayed in its normal operation for a predetermined period.
 - e. When both cars are responding to registered car and hall calls, the first car to complete its calls becomes the assigned home car, and is dispatched automatically to the Main Landing.
 - f. Only one car responds to each hall call.
5. If either car is removed from service, the other car responds to all registered hall calls and its own car calls.
6. Car and Hall Lanterns:
 - a. Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
 - b. Visual signal remains active from commencement of door opening until doors are completely closed.

E. Selective Collective Operation, Single Car, Jail Car 5:

1. Elevators operate via momentary pressure buttons to:
 - a. Place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
 - b. Place car call by selecting destination floor from inside the car (individual buttons for each floor served).

F. Standby or Emergency Power Operation, Cars 2, and 3

2. Hall calls, other than calls placed at the landing at which car is standing, start car, and cause the car to stop at first landing for which a call is registered in the direction of travel.
3. Stops are made in order in which landings are reached, irrespective of sequence in which calls are registered.
4. Parked Car (No Demand):
 - a. When feature is enabled elevator remains at landing of last assignment (if no further demand) with doors closed, for a predetermined amount of time (programmable for any amount of time). Upon expiration of time, the elevator returns to the main egress landing with the doors closed.
 - b. If feature is disabled, if no further demand, the elevator remains at landing of last assignment with the doors closed until a hall call is registered.

D. Selective Collective Operation, Single Car, Car 1 (Cedar Park Annex):

1. Elevators operate via momentary pressure buttons to:
 - a) Place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
 - b) Place car call by selecting destination floor from inside the car (individual buttons for each floor served).
 2. Hall calls, other than calls placed at the landing at which car is standing, start car, and cause the car to stop at first landing for which a call is registered in the direction of travel.
 3. Stops are made in order in which landings are reached, irrespective of sequence in which calls are registered.
 4. Parked Car (No Demand):
 - a) When feature is enabled elevator remains at landing of last assignment (if no further demand) with doors closed, for a predetermined amount of time (programmable for any amount of time). Upon expiration of time, the elevator returns to the main egress landing with the doors closed.
 - b) If feature is disabled, if no further demand, the elevator remains at landing of last assignment with the doors closed until a hall call is registered.
 5. Car and Hall Lanterns:
 - a) Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
 - b) Visual signal remains active from commencement of door opening until doors are completely closed.
- E. Standby or Emergency Power Operation, Car 1 (Cedar Park Annex):
1. The terms Standby Power and Emergency Power are both referred to as Emergency Power in this Section. Elevator operation is the same when either is provided.
 2. Where emergency power is provided to the elevator main disconnects and required by the Building Code the elevator installation shall comply with the Emergency Power Operation requirements of ASME A17.1 as modified by any superseding Building Code requirements.
 3. Where emergency power is not provided, all elevator controller software and sequencing capabilities to allow future emergency power operation shall be included in the elevator control systems based on the applicable code requirements for new buildings in effect at the time of project permit application.
 4. Operation is activated by a signal from an Automatic Transfer Switch (ATS) to elevator controls indicating the Emergency power source is operational.
 5. Start and run ELEVATOR #1 and any single car simultaneously at contract car speed and capacity.
 6. Illuminate “ELEVATOR EMERGENCY POWER” signals.
5. Car and Hall Lanterns:
- a. Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
 - b. Visual signal remains active from commencement of door opening until doors are completely closed.
- F. Standby or Emergency Power Operation, Cars 2, 3, 5 and Cedar Park Annex, Car 1:
1. The terms Standby Power and Emergency Power are both referred to as Emergency Power in this Section. Elevator operation is the same when either is provided.
 2. Where emergency power is provided to the elevator main disconnects and required by the Building Code the elevator installation shall comply with the Emergency Power Operation requirements of ASME A17.1 as modified by any superseding Building Code requirements.
 3. Where emergency power is not provided, all elevator controller software and sequencing capabilities to allow future emergency power operation shall be included in the elevator control systems based on the applicable code requirements for new buildings in effect at the time of project permit application.
 4. Operation is activated by a signal from an Automatic Transfer Switch (ATS) to elevator controls indicating the Emergency power source is operational.
 5. Start and run ELEVATORS 2, 3, 5 and Cedar Park Annex #1 and any single car simultaneously at contract car speed and capacity.
 6. Illuminate “ELEVATOR EMERGENCY POWER” signals.
 7. Automatic Selection and Return to Designated Landing: Provide automatic selection and return to designated landing for all elevator banks and single elevators in the building. <INCLUDE WHEN STANDBY OR EM POWER IS PROVIDED BUT IS NOT CAPABLE OF RUNNING ALL ELEVATORS IN THE BUILDING SIMULTANEOUSLY>
 8. Restoration of Normal Power:
 - a) At least 20 seconds prior to transfer from emergency power to normal power at the ATS, a pre-transfer signal is supplied to the elevator control system from the ATS.

b) Elevators operating on emergency power stop at the next available landing and remain there until normal power is restored.

G. Battery Rescue Operation:

1. Upon loss of normal power automatically lower or raise the car to the nearest landing depending on the load in the car.
2. Upon arrival at the landing, the elevator doors shall open automatically and remain open until regular door time has expired; the elevator shall then be removed from service.
3. Upon restoration of normal power, the elevator shall automatically resume normal operation.

H. Firefighters' Emergency Operation: Provide equipment and operation in accordance with applicable code requirements. Replace all Firefighters Emergency Operation key switches that control non-modernized elevators in this building to match modernized elevators when first car in group is returned to service.

I. Battery Backup Operation for Emergency Lighting, Communication, and Alarm:

1. Car mounted battery unit with solid-state charger to operate alarm bell, car emergency lighting, and voice communication system.
2. Car lighting and communication shall be provided with a minimum of 4 hours of operation on back-up power during a loss of normal power, and a minimum of 1 hour of operation for car-mounted alarm, and any remote alarm mounted at the designated floor level.
3. Battery to be rechargeable with minimum five-year life expectancy.
4. Provide constant pressure test button in service compartment of car operating panel.
5. Provide lighting integral with portion of normal car lighting system.

J. Emergency Car Communication System Operation:

1. Comply with all requirements of ASME A17.1 2016 , or later editions if adopted by the AHJ.
2. Hands-Free Phone System:
 - a. In Car System:
 1. Hands-free two-way audio communication system in each elevator car.
 2. Automatic dialer to include automatic rollover capability if call is not answered with minimum two numbers.
 3. Intercom type systems shall be capable of auto dialing out of the building to any active telephone number selected by Owner if intercom call is not answered.
 4. Means to identify building and car for Authorized Personnel and Emergency Personnel on demand.
 5. Activated by button in car identified with "PHONE" symbol or by external telephone call.
 6. Adjacent light jewel illuminates and flashes when call is acknowledged.
3. Authorized Personnel Communication:
 - a. Communication system allows authorized personnel, via phone or intercom system, inside the building or at an outside location, to establish verbal communications with each elevator individually.

EXECUTION

SITE CONDITION INSPECTION:

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Inform Owner of any irregularities in writing prior to commencing work.
- C. Do not proceed with installation until work in place conforms to project requirements.

INSTALLATION

- A. Install all equipment as follows:
 1. in accordance with Contractor's instructions, referenced codes, specifications, and approved submittals.
 2. with clearances in accordance with referenced codes, and specifications.
 3. to be easily maintained and/or removed.
 4. to afford maximum accessibility, safety, and continuity of operation.
- B. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 2. Machine room equipment, and pit equipment.

3. Neatly touch up damaged factory-painted surfaces with original paint color.
 4. Protect machine-finish surfaces against corrosion.
- C. Paint machine room floors and pit floors.

FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Perform complete "Acceptance" level pre-testing as specified in the latest edition of ASME A17.2 "Guide for Inspection of Elevators, Escalators, and Moving Walks" prior to AHJ witnessed acceptance testing. Complete any adjustments, repairs, or replacements necessary to achieve code compliant operation including but not limited to:
1. Car emergency communications. Inform Owner of any noted failures of Owner provided and maintained equipment or systems.
 2. Phase I and II Firefighters' Emergency Operation. Phase I initiated by smoke sensing devices.
 3. Power car door operation including door closing force, reopening device, and restricted opening.
- C. Have Code Authority acceptance inspection performed and complete corrective work.
- D. Provide access to installed equipment and elevator personnel assistance for Owner's final observation and review requirements.

ADJUSTMENTS

- A. Static balance car to equalize pressure of guide shoes on guide rails.
- B. Verify that weights of existing or altered cars, counterweights, and compensation comply with traction machine manufacturers' requirements and do not exceed total weights indicated on approved submittals. See Section 01 30 00, Submittals.
- C. Lubricate all equipment in accordance with Contractor's instructions.
- D. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials daily.
- B. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust, including walls, building beams, sill ledges, and hoistway divider beams.
- C. Care shall be to not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
- D. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust, and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.
- E. Paint machine room floors and pit floors.
- F. Remove all loose materials and filings resulting from work.
- G. Clean machine room equipment and floor.
- H. Clean car, car enclosure, entrances, operating and signal fixtures.

FINAL COMPLIANCE REVIEW

- A. Review procedure shall apply for individual elevators, portions of groups of elevators, and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Owner's final review. Work shall be considered ready for Owner's final contract compliance review when all Contractor's tests are complete, all deficiencies noted by the AHJ have been rectified, and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
- C. Provide 80 hours of accrued run-in time prior to inspection and field reviews.
- D. Run-in time must include door open and close cycles, without interfering with usual business activity.
- E. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Owner's review.
- F. Furnish labor, materials, and equipment necessary for Owner's review. Notify Owner five working days in advance when ready for final review of elevator or group of elevators.

G. Owner's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. Owner's review shall include as a minimum:

1. Workmanship and equipment compliance with Contract Documents.
2. Contract speed, capacity, floor-to-floor times, and door performance compliance with Contract Documents.
3. Performance of following is satisfactory:
 - a. Starting, accelerating, running.
 - b. Decelerating, stopping accuracy.
 - c. Door operation and closing force.
 - d. Equipment noise levels.
 - e. Signal fixture utility.
 - f. Overall ride quality.
 - g. Performance of door control devices.
 - h. Operations of emergency two-way communication device.
 - i. Operations of firefighters' service.
 - j. Operations of special security features and floor lock-off provisions.
 - k. Operations of remote monitoring devices.
 - l. Operations of emergency brake device.

H. Test Results:

1. In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Owner. Tests will be conducted under both no load and full load condition.

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Williamson County - AGREEMENT BETWEEN OWNER AND DESIGN/BUILD CONTRACTOR

Final Audit Report

2025-10-31

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