

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN FORT BEND COUNTY AND KONE, INC.
FOR ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES**
(Utilizing US Communities Kone Cooperative Contract No. EV2516)

This Amendment No. 2 to Agreement Between Fort Bend County and Kone, Inc., for Elevator Modernization and Maintenance Services ("Amendment"), is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Kone, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, on or about May 20, 2020, the parties executed and accepted that certain Agreement for Elevator Modernization and Maintenance Services on behalf of the Fort Bend County Sheriff's Office, which was subsequently amended on or about February 2, 2021 (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to include additional services, which includes additional labor and materials to install new vandal resistant hall stations and car stations at the Fort Bend County Detention Center – West Tower, and increase the total Maximum Compensation payable for the completion of such services provided thereunder.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional twenty seven thousand five hundred dollars and 00/100 cents (\$27,500.00) for additional services, which includes labor and materials to install new vandal resistant hall stations and car stations at the Fort Bend County Detention Center – West Tower, as reflected in the Contractor's proposed change order dated April 15, 2021, attached hereto as Exhibit "A-2" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed five hundred eighty-two thousand dollars and 00/100 cents (\$582,000.00), authorized as follows:
 - \$540,000.00 under the Agreement; and
 - \$14,500.00 under Amendment No. 1; and
 - \$27,500.00 under this Amendment No. 2.

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. Any Services to be performed by Contractor for County must be scheduled at least two weeks in advance with the County's Facilities Maintenance Department. The County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565 concerning the scheduling of any Services.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged. If there is a conflict between this Amendment and the attached Exhibit, this Amendment shall control.

 FORT BEND COUNTY

 KONE, INC

 KP George, County Judge

B.V. Tyler
 Authorized Agent – Signature

 Date

B.J. Tyler
 Authorized Agent – Printed Name

ATTEST:

General Manager
 Title

 Laura Richard, County Clerk

7-20-2021
 Date

APPROVED:

[Signature]
 James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

[Signature]
 LaNetra S. Lary, Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A-2

CHANGE ORDER (Dated April 15, 2021)



April 15, 2021

TO:
Mr. Justin Zwahr

Fort Bend County
1410 Williams Way
Richmond, TX

PROJECT:
Sheriff's Office West Tower

CHANGE ORDER: Vandal Resistant Fixtures

We will furnish the labor and material to install new vandal resistant hall stations and vandal resistant car stations on all 3 cars.

TOTAL: \$27,500.00

Material - \$14,575.00
Labor - \$12,925.00

This pricing includes a credit of \$11,000.00 for the non-vandal resistant fixtures.

*All terms & conditions to remain per construction contract.

APPROVED BY PURCHASER

KONE, Inc.

AUTHORIZED SIGNATURE

B.J. Tyler

AUTHORIZED SIGNATURE

PRINTED NAME

B.J. Tyler

PRINTED NAME

TITLE

General Manager

TITLE

DATE

7-20-2021

DATE