

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT 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 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 March 26, 2019, the parties executed and accepted that certain *Agreement for Elevator Modernization and Maintenance Services*, which was subsequently amended on or about March 10, 2020; again on or about September 1, 2020; again on or about March 23, 2021; and again on or about March 22, 2022 (hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to increase the total Maximum Compensation payable for the completion of such services provided thereunder.

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

1. The Agreement is hereby renewed; effective April 1, 2023 and shall terminate on March 31, 2024.
2. County shall pay Contractor an additional One Thousand Five Hundred Seventy-Nine and 76/100 dollars (\$1,579.76) for elevator services as reflected in the Pricing and Locations Elevator Maintenance and Services US Communities #EV2516 dated 1/31/23, attached hereto as Exhibit "A" and incorporated herein for all purposes.
3. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed One Hundred Sixty-Two Thousand Seven Hundred Thirty-Eight and 95/100 dollars (\$162,738.95), authorized as follows:
 \$161,159.19 under the Agreement; and
 \$1,579.76 under this Amendment.

4. 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.
5. Insurance:
 - A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
6. **Certain State Law Requirements for Contracts** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

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{Execution page to follow}

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.J. Tyler
Authorized Agent - Signature

Date

B.J. Tyler
Authorized Agent - Printed Name

ATTEST:

General Manager
Title

Laura Richard, County Clerk

2-2-2023
Date

Reviewed By:

James Knight,
Facilities Management/Planning Director

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

Term: April 1, 2023 through March 31, 2024

Elevators															
Dover															
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total		
Sheriff's Office- West Tower	1410 Richmond Parkway Richmond TX 77469	6437	024999/Ele #3	Passenger	Trafomatic	CE2164	Electric	200	5000	2	6	\$ 309.75	\$ 3,717.00		
		6437	024998/Ele #4	Passenger	T4	CE2165	Electric	200	5000	2	6	\$ 309.75	\$ 3,717.00		
		6437	024997/Ele #5	Passenger	T4	CE2166	Electric	200	5000	2	6	\$ 309.75	\$ 3,717.00		
Annual State Inspections, Traction/Electric, price per each		12940												\$ 232.31	\$ 696.93
												Dover Total Monthly Maintenance Expense:		\$ 929.25	
												Dover Total Annual Maintenance Expenses:		\$11,151.00	
												Dover Total Annual Inspection Expense:		\$ 696.93	
												Dover Total Annual Maintenance Expense Including Inspections:		\$11,847.93	

Elevators (cont'd)

Kone

[illegible]

Elevators (cont'd)

Schindler													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75495/Ele #1	Passenger	330A	F0739-01	Hydraulic	150	2500	1	3	\$ 118.74	\$ 1,424.88
		35193	75496/Ele #2	Passenger	330A	F0739-02	Hydraulic	150	2500	1	3	\$ 118.74	\$ 1,424.88
		35193	75494/Ele #3	Passenger	330A	F0740-03	Hydraulic	150	2500	1	2	\$ 118.74	\$ 1,424.88
		35193	75497/Ele #7	Passenger	330A	F0742-07	Hydraulic	150	2500	1	3	\$ 118.74	\$ 1,424.88
		35193	75499/Ele #4	Passenger	400A	F0737	Electric	200	4500	1	5	\$ 309.75	\$ 3,717.00
		35193	75500/Ele #5	Passenger	400A	F0738	Electric	200	2500	1	5	\$ 309.75	\$ 3,717.00
		35193	75498/Ele #6	Passenger	330A	F0741	Hydraulic	150	2500	1	4	\$ 118.74	\$ 1,424.88
		35193	080101/Ele #8	Passenger	330A	F0743	Hydraulic	150	3500	1	3	\$ 118.74	\$ 1,424.88
		35193	080534/Ele #9	Passenger	330A	G0978	Hydraulic	150	2500	1	4	\$ 118.74	\$ 1,424.88
Justice Center Parking Garage Precinct 1	1418 Eugene Heimann Cir Richmond 77469	33037	074415/Ele #1	Passenger	330A	F1223	Hydraulic	150	3500	1	4	\$ 118.74	\$ 1,424.88
		31336	062696/Ele #1	Passenger	330A	E2145-01	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Gus George Academy	1521 Eugene Heimann Cir Richmond 77469	33161	069520/Ele #1	Passenger	330A	E9435-01	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
		33161	069521/Ele #2	Passenger	330A	E9435-02	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Tax Office	1517 Eugene Heimann Cir Richmond 77469	32194	62619/Ele #1	Passenger	330A	E6302	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Missouri City Annex	307 Texas Parkway Missouri City 77489	33517	074431/Ele #1	Passenger	330A	F0917-01	Hydraulic	125	3500	1	2	\$ 118.74	\$ 1,424.88
Precinct 4	12919 Dairy Ashford Sugar Land 77478	30502	066067/Ele #1	Passenger	330A	D7254-01	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Jane Long	500 Liberty St Richmond 77469	4447	069526/Ele #1	Passenger	330A	F4054-01	Hydraulic	100	2500	1	3	\$ 118.74	\$ 1,424.88
Missouri City Library	1530 Texas Parkway Missouri City 77489	43259	94525	Passenger	3300	L6146	Electric		3000	1	3	\$ 325.24	\$ 3,902.88
Annual State Inspections, Traction/Electric price per each		12940											
Annual State Inspections, Hydraulic price per each		12941											
Schindler Total Monthly Maintenance Expense:												\$ 2,725.84	
Schindler Total Annual Maintenance Expense:												\$32,710.08	
Schindler Total Annual Inspection Expense:												\$ 3,020.13	
Schindler Total Annual Maintenance Expense Including Inspections Expense:												\$35,730.21	

Elevators (cont'd)													
Section 6: Motion													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11387	Passenger	HMC 1000	11760	Hydraulic	125	2000	1	3	\$ 118.74	\$ 1,424.88
		1581	11386	Passenger	HMC 1000	11758	Hydraulic	125	2500	1	3	\$ 118.74	\$ 1,424.88
		1581	11385	Passenger	HMC 1000	11759	Hydraulic	125	2500	1	3	\$ 118.74	\$ 1,424.88
Annual State Inspections, Hydraulic price per each		12941										\$ 154.88	\$ 464.64
Motion Elevators Total Monthly Maintenance Expense: \$ 356.22													
Motion Total Annual Maintenance Expense: \$ 4,274.64													
Motion Total Annual Inspections Expense: \$ 464.64													
Motion Total Annual Maintenance Including Inspections Expense: \$ 4,739.28													
*Section 6a: Otis													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
HS&EM (EOC/OEM)	307 Fort Street Richmond TX 77469	46415	111614	Passenger	Hydro-fit	NIQ310	Hydraulic	125	3500	1	2	\$ 118.74	\$ 1,424.88
Annual State Inspections, Hydraulic price per each		12941										\$ 154.88	\$ 154.88
Otis Elevator Total Monthly Maintenance Expense: \$ 118.74													
Otis Total Annual Maintenance Expense: \$ 1,424.88													
Otis Total Annual Inspections Expense: \$ 154.88													
Otis Total Annual Maintenance Including Inspections Expense: \$ 1,579.76													

Wheelchair Lifts													
Genesis													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79407/Ele #1	Wheelchair Lift	LW-42	43845	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79406/Ele #2	Wheelchair Lift	LW-42	43855	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79420/Ele #3	Wheelchair Lift	LW-42	43852	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79418/Ele #4	Wheelchair Lift	LW-42	43841	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79417/Ele #5	Wheelchair Lift	LW-42	43853	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79416/Ele #6	Wheelchair Lift	LW-42	43843	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79410/Ele #7	Wheelchair Lift	LW-42	43856	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79409/Ele #8	Wheelchair Lift	LW-42	43846	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79413/Ele #9	Wheelchair Lift	LW-42	43847	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79412/Ele #10	Wheelchair Lift	LW-42	43859	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79411/Ele #11	Wheelchair Lift	LW-42	43818	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79408/Ele #12	Wheelchair Lift	LW-42	43858	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79415/Ele #13	Wheelchair Lift	LW-42	43854	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79414/Ele #14	Wheelchair Lift	LW-42	43844	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79419/Ele #15	Wheelchair Lift	LW-42	43839	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79421/Ele #16	Wheelchair Lift	LW-42	43850	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79422/ Ele #17	Wheelchair Lift	LW-42	73840	Electric	10	750	3	3	\$ 77.44	\$ 929.28
Annual State Inspections, Wheel Chair Lift, price per each		12943										\$ 128.75	\$ 2,188.75

Wheelchair Lifts (cont'd)													
Savario Ecospace													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	41252	102624/1WL	Wheelchair Lift	Ecospace	42705540	Electric	20	750	3	3	\$ 77.44	\$ 929.28
		41252	102625/2WL	Wheelchair Lift	Ecospace	42705541	Electric	20	750	3	3	\$ 77.44	\$ 929.28
Annual State Inspections, Wheel Chair Lift, price per each		12943										\$ 128.75	\$ 257.50
Garventa													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	41252	94750	Wheelchair Lift	Gen-Is-us	78552-A	Electric	10	750	3	3	\$ 77.44	\$ 929.28
Landmark Community Center	1st Floor Crt Rm 100 Louisiana Street Missouri City	44903	94788	Wheelchair Lift	GEN-LS-US	84136	Electric	10	750	2	3	\$ 129.06	\$ 1,548.72
		44903	94790	Wheelchair Lift	GEN-LS-US	84137	Electric	10	750	2	2	\$ 113.58	\$ 1,362.96
		44903	94789	Wheelchair Lift	GEN-LS-US	84138	Electric	10	750	2	3	\$ 113.58	\$ 1,362.96
Annual State Inspections, Wheel Chair Lift, price per each		12943										\$ 129.06	\$ 516.24
Wheelchair Lift Total Monthly Maintenance Expense:												\$ 1,905.02	
Wheelchair Lift Total Annual Maintenance Expense:												\$22,860.24	
Wheelchair Lift Total Annual Inspections Expense:												\$ 2,968.38	
Wheelchair Lifts Total Annual Maintenance and Inspections Expense:												\$25,822.73	
Grant Total:												\$ 162,738.95	

updated 1/31/23