

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

THIRD AMENDMENT TO TURNKEY FACILITY MAINTENANCE,
 REPAIR & REPLACEMENT SERVICES AGREEMENT
 FORT BEND COUNTY JAIL - RFP 09-093

THIS THIRD AMENDMENT to the Turnkey Facility Maintenance Agreement ("Agreement") is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and CGL Engineering, Inc. (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered a Turnkey Facility Maintenance Agreement for the Fort Bend County Jail dated September 1, 2009, (collectively, the "Agreement"), a First Amendment on April 27, 2010, and a Second Amendment on May 25, 2010, attached hereto as Exhibit B, C & D (collectively "First Amendment" and "Second Amendment" respectively), incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated June 16, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$1,387.00 per month shall be available for elevator maintenance for three (3) general traction elevators provided by Kone Inc. in connection with the Project as described in Exhibit A. Contractor hereby agrees to contract with Kone Inc. to provide the services as described in Exhibit A at the Fort Bend County Jail.
- B. Contractor's compensation for the Project shall not exceed \$97,038.00 per month for year one (1) of the Agreement and \$101,664 per month for year two (2) of the agreement as follows:
 - 1. \$92,535 per month under the Agreement; \$97,161 per month (year two)
 - 2. \$2,716 per month under the First Amendment
 - 3. \$400 per month under the Second Amendment
 - 4. \$1,387 per month under this Third Amendment
- C. This Amendment does not extend the original term of the Agreement, which expires on September 30, 2011, unless extended by written amendment to the Agreement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and

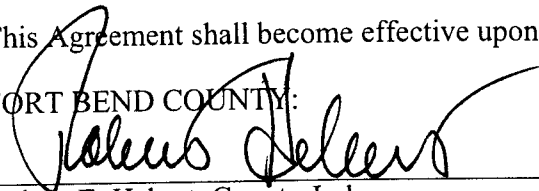
void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

- F. Except as modified herein, the Agreement and previous Amendments remain in full force and effect and have not been modified or amended.
- G. If there is a conflict between this Third Amendment and the Agreement and previous Amendments, the provisions of this Third Amendment shall prevail.
- H. If there is a conflict between any Exhibits and this Third Amendment, the provisions of this Third Amendment.

EXECUTION

This Agreement shall become effective upon execution by County.

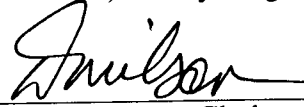
FORT BEND COUNTY:


Robert E. Hebert, County Judge

9-28-2010

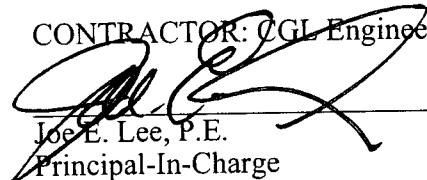
Date

Attest:


Dianne Wilson, County Clerk

Approved:

CONTRACTOR: CGL Engineering, Inc.


Joe E. Lee, P.E.
Principal-In-Charge

09-10-10

Date

MER:I/Agr/CGL.Jail Maintenance.3rd.AMEND.3885

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 16,644⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract. amendment for one year hal


Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Contractor's proposal dated June 16, 2010
- Exhibit B: Agreement dated September 1, 2009
- Exhibit C: First Amendment dated April 27, 2010
- Exhibit D: Second Agreement dated May 25, 2010

Exhibit A



Carter Goble Lee

June 16, 2010

Gilbert Jaiona
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, TX 77471

Mr. Jaiona

CGL Engineering is pleased to submit to you an annual elevator maintenance contract for the Fort Bend County Jail.

The Service would be provided by Kone Elevator for 3 General Traction Elevators and rolled up under the CGL Engineering existing building maintenance contract. The services would include administration, coordination of service, preventive maintenance and escorting of the elevator contractor.

The contract service would start on September 17, 2010 and would be a 4 year contract at a monthly cost of One Thousand Three Hundred Seventy Eight dollars (\$1,378) with 3 additional years that automatically renew annually. The Price may adjust annually on September 1 of each year of the agreement. The payment adjustment will reflect the increase or decrease in labor cost per the attached Kone agreement.

The terms of this agreement would be per our existing contract and the attached agreement of Kone Elevator.

CGL will submit a proposal for the additional elevators at the time that their existing maintenance contract runs out.

Should you have any questions feel free to call Iue Waters at 404-626-1377.

Sincerely,

Joe Lee

Attached: KONE Elevator Maintenance Agreement

Planning / Design / Program Management / Facility Maintenance
Providing Quality Work Life Solutions for over 35 Years
CGL Engineering LLC • 792 E. Lanier Avenue • Fayetteville, GA 30214
Tel: (770) 716-0081 • Fax: (770) 716-9681 • www.cartergoblelee.com



Elevators Escalators

PLUS (COMPLETE MAINTENANCE) AGREEMENT FOR VERTICAL TRANSPORTATION

PURCHASER (Equipment Owner):

Ft. Bend County
1547 Eugene Holman Circle Suite 600
Richmond, TX 77469

Responsible Managing Company:

CGL Engineering
1547 Eugene Holman Circle Suite 600
Richmond, TX 77469
795 E. Lanier Ave.
Fayetteville, GA 30214

SERVICE LOCATION:

Ft. Bend County Jail
1547 Eugene Holman Circle Suite 600
Richmond, TX 77469

EQUIPMENT DESCRIPTION

Make	Model	Passenger Traction
KONE	EccSpace	3

This Agreement, dated 6/4/2010, between CGL Engineering (Purchaser) and KONE Inc. is for Complete Maintenance for the vertical transportation equipment located at Ft. Bend County Jail.

KONE and Purchaser, in consideration of the terms set forth herein, agree as follows:

PRICE

\$1,230.00 (ONE THOUSAND TWO HUNDRED THIRTY AND 00/100 DOLLARS) per month payable by Purchaser ~~quarterly~~ in advance.
~~\$3,680.00 per quarter~~ *monthly

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In

addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

TRACTION ELEVATORS

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminal to the motor.

Ft. Bend Co. Jail U.M.U.

Rev. 5-1-2009

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This document is a confidential agreement between KONE Inc. and Purchaser and shall not be shared with any third party.

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CAR EQUIPMENT

All elevator control system components on the car

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered bilable

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular and overtime working hours of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by repairs beyond KONE's control. Service requests that require more than one technician or more than two hours of time will be scheduled as a repair during the regular hours of service.

- The following items are not covered by this Agreement:
 - Major repairs and replacement of major components, including but not limited to:

EXCLUSIONS

• Major repairs and replacement of major components, including but not limited to:

• Major repairs and replacement of major components, including but not limited to:

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This document is a confidential agreement between KONE Inc. and Buyer, and shall not be shared with any third party without KONE Inc. approval.

TESTS

KONE will perform the following tests on the equipment:

TRACTION ELEVATOR

An annual no-load test

A 1/2 (5) year full load test

QEF Fee is not included

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% air conditioning humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense.

Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

unit upgraded by KONE. Obsolete parts will be covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing or cleaning of car enclosure, telephones or communication devices, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power leaders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment; verbal notification immediately and written notification within three days; perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein; provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. To ensure safe and consistent service and operation of your equipment, Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement. KONE shall be allowed to provide a price and negotiate for all work outside this Agreement. If KONE is not satisfied to perform said work, KONE reserves the right to reschedule the work at Purchaser's cost and

exclude such work from the service Agreement. If it is not completed to KONE's satisfaction, Price may also be adjusted if the equipment is modified.

TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of ONE (1) years. This Agreement will automatically renew for successive terms of ONE (1) years thereafter. Either party may terminate this Agreement's term at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being ONE (1) years from the effective date of this agreement or ONE (1) years from the effective date of any subsequent renewal term. * Automatic one (1) year

renewals not to exceed four (4) years. Premature cancellation of this Agreement or delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser will provide KONE with thirty days written notice of this transaction and Purchaser will notify the new Purchaser of the existence of this Agreement and provide KONE with the new Purchaser's complete contact information. Additional years totaling five (5) years from the effective date.

KONE may, at its sole discretion, temporarily suspend upon written notice or terminate entirely upon thirty (30) days written notice this Agreement at any time due to the Purchaser's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or KONE's technicians (including, but not limited to, Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for a mutually agreeable independent elevator consulting firm to evaluate KONE's performance within the scope of this Agreement.

If violated KONE, is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of sixty (60)

days shall be allowed for KONE to correct the non-compliance within the scope of this Agreement.

If the two (2) KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE thirty (30) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all outstanding balances owed KONE.

PRICE ADJUSTMENTS

The price will be adjusted annually on ~~January 1~~ ^{September 1} of each year of the Agreement. The payment adjustment will reflect the increase or decrease in labor costs.

Labor

100% of the current price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (including but not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel (based on the Producer Price Index of Commodities for Gasoline), insurance or other administrative expenses increase.

PAYMENT TERMS

Payments are due within ~~ten (10)~~ ^{forty-five (45)} days of date of invoice. A delinquent payment charge of 1 1/4% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment terms, Purchaser agrees to pay the defaulted amount, all attorney fees, collection and court costs. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service, including respective part repairs.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

TAX

Purchaser shall pay any tax imposed upon Purchaser, KONE or its suppliers.

INDEMNITY CLAUSE

PURCHASER AGREES TO UNCONDITIONALLY INDEMNIFY AND HOLD HARMLESS KONE INC., ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND AFFILIATES (TOGETHER "KONE") FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LOSSES, CLAIMS AND DAMAGES OF ANY NATURE WHATSOEVER WHICH KONE MAY AT ANY TIME SUFFER OR SUSTAIN OR BE ALLEGED TO BE LIABLE FOR BY REASON OF ANY INJURIES TO ANY PERSON, (INCLUDING DEATH) OR DAMAGES TO PROPERTY OF BOTH SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, ARISING FROM OR INCIDENTAL TO THE WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE, ACT OR OMISSION OF KONE.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customary policy for the life of this contract naming KONE as an additional insured, arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable

for any work, services or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement including changes and additions to shall not be binding upon KONE until approved by authorized KONE management. Submission of this Agreement does not void or otherwise nullify any existing contract until this new Agreement is signed and approved by both parties. If the Purchaser does not sign this Agreement within ninety days after the submitted date, this Agreement is null and void. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

THIS CONTRACT CONTAINS CERTAIN EXPRESS WARRANTIES. EXCEPT FOR THESE EXPRESS WARRANTIES, KONE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY AND KONE'S SOLE LIABILITY FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF SERVICES OR DELIVERING OF CONFORMING MATERIALS.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties. Additional Terms & Conditions Attachment A is considered an integral part of this agreement.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

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Turnkey Facility Maintenance

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This document is a confidential agreement between KONE Inc. and Purchaser and shall not be shared with any third party without KONE Inc. approval.

CUSTOMER INFORMATION

Who is the building and equipment Owner?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Accepted by _____ for _____
 Accepted by _____ for _____

This agreement is a contract between the undersigned parties and shall be binding on all parties who sign it. It shall be valid for a period of 12 months from the date of signing.

ACCEPTANCE

Service Agreement Effective Date: 9/17/2010

Service Agreement Number:

The parties to this service agreement agree to the conditions contained herein.

Signed for and as agent of CGL Engineering

(Signature)

(Print Name)

(Print Title)

Date

Respectfully submitted,
KONE Inc.

Desiree Embury
(Submitted By) Desiree Embury

(Approved By) Authorized Representative

(Title)

Date

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or Speed up with M.E.

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Attachment A

If the Facility Maintenance Agreement between CGL Engineering and Pl. Band County is terminated during the term of this Elevator Service Agreement, CGL may cancel within thirty (30) days written notice.

KONE will respond to emergency entrapment calls during regular and overtime hours within ~~two~~ (1) hour.

KONE will respond to non-emergency regular service calls during regular and overtime hours within ~~eight~~ (three (3)) hours.