

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS FOURTH 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, a Second Amendment on May 25, 2010, and a Third Amendment dated September 28, 2010, attached hereto as Exhibit B, C, D & E, (collectively "First Amendment," "Second Amendment," and "Third 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 November 19, 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 \$557.00 per month shall be available for elevator maintenance at the Gus George Academy and maintenance at the Radio Tower Building in connection with the Project as described in Exhibit A. Contractor hereby agrees to contract with Schindler Elevator Corporation to provide the services as described in Exhibit A at the Gus George Academy.
- B. Contractor's compensation for the Project shall not exceed \$102,221 per month as follows:
 - 1. \$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 the Third Amendment
 - 5. \$557 per month under this Fourth 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 Fourth Amendment and the Agreement and previous Amendments, the provisions of this Fourth Amendment shall prevail.
- H. If there is a conflict between any Exhibits and this Fourth Amendment, the provisions of this Fourth Amendment shall prevail.

EXECUTION

This Amendment shall become effective upon execution by County.

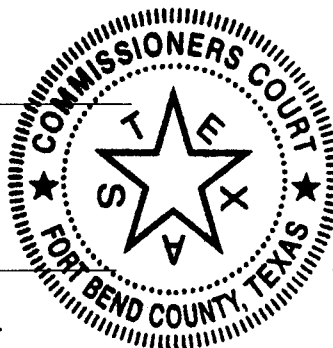
FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

2-1-2011
Date

Attest: Dianne Wilson
Dianne Wilson, County Clerk

Approved:



CONTRACTOR: CGL Engineering, Inc.

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

1-25-11
Date

MER:I/Agr/CGL.Jail Maimtenance.4th.AMEND.3885

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 9,456.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

(4th Amendment)
Ed Sturdivant
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 F: Third Amendment dated September 28, 2010

Turnkey Facility Maintenance, Repair & Replacement Services Agreement RFP 09-093

CGL Engineering, Inc.

Exhibit A



November 19, 2010

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

Mr. Jaloma

CGL Engineering is pleased to submit to you an annual contract for the Radio Tower Building at the Fort Bend County Jail.

The Service would be provided by CGL Engineering and rolled up under the CGL Engineering existing building maintenance contract. The services would include administration, coordination of service, and preventive maintenance on the Emergency Generator, three (3) HVAC units, Light Fixtures, Electrical circuit panels, Fire Alarm system.

The contract service would start on the approval of Commissioners' Court and would continue annually with the existing contract at a monthly cost of Two Hundred dollars (\$200.00). The Price may adjust annually of each year of the agreement. The payment adjustment will reflect the increase or decrease in labor cost per the existing CGL contract.

The terms of this agreement would be per our existing contract with the Fort Bend County Jail, and the additional terms described below.

CGL Engineering will not be responsible for the following: UPS battery system, Motorola Equipment, Tower Lighting, Electrical Grounding, or the physical Tower structure.

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

Sincerely,

Joe Lee

Planning / Design / Program Management / Facility Maintenance
CGL Engineering, Inc. 10000 Highway 291, Suite 100, Houston, TX 77059

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November 19, 2010

November 19, 2010

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

Mr. Jaloma

CGL Engineering is pleased to submit to you an annual elevator maintenance contract for the Fort Bend County Jail, at the Gus George Academy.

The Service would be provided by Schindler Elevator for 2 Hydraulic 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 the approval of commissioner's court and would continue annually with the existing contract at a monthly cost of Three hundred fifty seven dollars (\$357.00). The Price may adjust annually of each year of the agreement. The payment adjustment will reflect the increase or decrease in labor cost per the attached Schindler agreement.

The terms of this agreement would be per our existing contract and the attached agreement of Schindler 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 Iline Waters at 404-626-1377.

Sincerely,

Joe Lee

Attached: Schindler Elevator Maintenance Agreement

Planning — Design — Program Management — Facility Maintenance

10000 Highway 100, Suite 200, Houston, Texas 77036

Phone: 281-469-1100 Fax: 281-469-1101

Schindler Plus

SCHINDLER ELEVATOR CORPORATION

1201 West Loop North
Suite 130
Houston, TX 77055-7239
Phone: 713-576-2327
Fax: 713-692-0075

Date: November 17, 2010

Estimate Number: MSPW-82TPYS (2010.6)

To:
CGL Facility Management LLC
795 East Lanier Avenue
Fayetteville, GA 30214

Building Name:
Gus George Training Academy

Attn: Randy Kinsley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Install #
2	Schindler	Hydraulic Passenger #1 and #2	28'4" x 8'	2500	1.0	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 1201 West Loop North, Suite 130, Houston, TX 77055-7239, and **CGL FACILITY MANAGEMENT LLC**, 795 East Lanier Avenue, Fayetteville, GA 30214 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils, packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors and valve.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills, cabs and cab flooring, cab doors, gates and removable cab panels, cab mirrors and handrails, power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; oil piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices, disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades, moving walk belts; pallets, steps, skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas, and will periodically paint the machine room floor.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 / 7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on November 11, 2010, and continues until August 10, 2014, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$357.00 per month, payable in annual installments of \$4,284.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit -- 1% Discount (Attach Copy of voided check)

☐ Credit Card

☐ Visa ☐ MC ☐ AMEX ☐ Other

Number: _____

Expiration Date: _____

Signature: _____

☐ Check

☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual 1% Addition

☐ Quarterly 3% Addition

☐ Monthly 5% Addition

SPECIAL TERMS AND PRICING

Price

Customer to receive first two months at no charge.

Callback

Schindler agrees to not exceed one hour response time on entrapments

Term:

Either party may cancel the service agreement with 60 days notice prior to the anniversary date or any renewal termination date

Payment

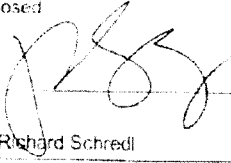
Customer may pay quarterly at no additional charge.

On page 6, Item 7 shall read, "Invoices (including invoices for extra work outside the fixed price) will be paid within 45 days of receipt."

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

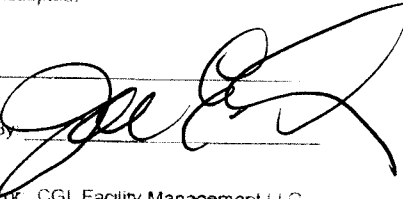

By: Richard Schredl

For: Schindler Elevator Corporation

Title: Sales Representative

Date: November 17, 2010

Accepted:


By: CGL Facility Management LLC

Title: CEO

Date: 1-25-11

Approved:

By: Otto Leong

Title:

Date:

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto; you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed preventative repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. (Unless otherwise agreed). We are not responsible for any work required due to obsolescence; accident, abuse, misuse, vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. ~~Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in a _____~~ *SEE Special Terms and Conditions. PS*

- (a) Interest on past due amounts at 1 1/2% per month or the highest legal rate available
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 10 days shall be provided specifically describing the default. If cure of the default is not commenced within the ten-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

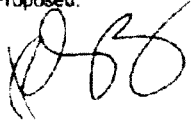
12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence. Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



By: Richard Schredl

For: Schindler Elevator Corporation

Title: Sales Representative

Date: November 08, 2010

Accepted:



By: J. WATERS

For: CGL Facility Management LLC

Title: DISTRICT MANAGER

Date: 11/15/2010

Approved:



By: Otto Leone

Title: GM

Date: 11/9/10