

# 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 14, 2011

**Estimate Number:** RSCL-8MXRTM (2011.5)

**To:**

Fort Bend County Facilities  
1517 Eugene Heimann Circle #500  
Richmond, TX 77469

**Campus Name:**

Fort Bend County Facilities

**Attn:** Diana "Dee" Meuth

### ***EQUIPMENT DESCRIPTION***

See attached equipment list.

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 1201 West Loop North Suite 130, Houston, TX 77055-7239, and **FORT BEND COUNTY FACILITIES**, 1517 Eugene Heimann Circle #500, Richmond, TX 77469 ("you") agree as follows:

### **PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- 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 or if usage mandates, 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 unit, solid state devices, contactors, and valve rebuilds.

## TRACTION ELEVATORS

**Basic components:** Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; 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, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

**Major components:** Hoist motors, hoist ropes, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

## ESCALATORS

**Basic components:** Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

**Major components:** Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

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, pistons, casings and cylinders; automatic ejection systems; all 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; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; 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.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

## 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
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years
Escalator	Safety Switch Test	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, 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. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

### 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.

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 October 01, 2011, and continues until September 30, 2012, 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, and not more than 120 days before the termination date.

#### **PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$4,922.00 per month, payable in annual installments of \$59,064.00, 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 in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, 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                            3% Addition

Visa                       MC                       AMEX

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**

The pricing for this contract is as follows:

**PRICING BREAKDOWN:**

Base Price: \$4,920 per month. (Ignore the amount of \$4,922 on page 4 of this contract)

10/1/2011- 5/8/2012 \$1,778.07 per month. This price reflects a full credit for the Justice Center of \$3,474 which has Warranty and Service included from Construction until 5/8/2012. Inspector fees are included in this price, \$332.07 per month. (Breakdown of Inspector fees is below.)

5/9/2012 - 9/30/2012 \$4,209.87 per month \$2,431.80 per month is being added to the previous price of \$1,778.07 to cover the Preventative Maintenance and callback coverage of the Justice Center. This price reflects a credit of \$1,042.20 (30%) for the Warranty portion of the Justice Center, which is included from Construction until 5/8/2013. Inspector fees are included in this price, \$332.07 per month. (Breakdown of Inspector fees is below.)

**Future Contract Reference Note:**

(10/1/2012 - 5/9/2013 Justice Center pricing will remain the same as the previous period, material is covered under warranty until 5/8/2013, per the terms of the construction contract. On 5/10/2013 the full service pricing will begin. The details will be worked out as we prepare the 2012-2013 contract.)

**INSPECTIONS:**

Inspector Fees are included in this contract. The breakdown is per the following:

Escalators: \$200 each x 4 = \$800 annually, \$66.66 monthly.

Traction Elevators: \$155 each x 2 = \$310 annually, \$25.83 monthly.

Hydraulic Elevators: \$135 each x 15 = \$2,025 annually, \$168.75 monthly.

Wheel Chair Lifts: \$50 each x 17 = \$850 annually, \$70.83 monthly. (Inspection are done by Schindler, warranty and maintenance is performed by Home Elevators of Texas.)

The elevator mechanic will perform the Inspections with the State Inspector as part of the maintenance contract. The above costs are for the State Inspector alone.

Bills are to be paid Monthly at no additional fee.

This Service Agreement follows the Buy Board Catalog Price List, as listed below:

**SCHINDLER ELEVATOR CORP.**

**Buy Board Catalog/Price List**

Regular Hourly Price		Buy Board Price
Mechanic	\$225.40 -10%	\$202.86
Helper	\$180.31 -10%	\$162.27
Team	\$404.71 -10%	\$364.23

Any work before 8am or after 5pm M-F and Holidays  
Will be considered overtime and rates will double

Minor Repair /Major Repair	
\$2,500.00 To \$5,000.00	Discount 5%
\$5,001.00 To \$10,000.00	Discount 8%
\$10,001.00 To \$20,000.00	Discount 10%
\$20,001.00 To \$30,000.00	Discount 12%
\$30,001.00 To \$40,000.00	Discount 15%
\$40,001.00 To \$50,000.00	Discount 18%
\$50,001.00 and up	Discount 20%

MODERNIZATION	
\$30,000.00 to \$40,000.00	Discount 8%
\$40,001.00 to \$60,000.00	Discount 10%
\$60,001.00 and Up	Discount 12%

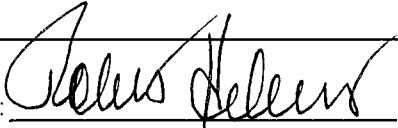
**The attached terms and conditions** are incorporated herein by reference.

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:

Accepted:

\_\_\_\_\_

\_\_\_\_\_  


By: Richard Schredl

By: Robert Hebert, County Judge

For: Schindler Elevator Corporation

For: Fort Bend County Facilities

Title: Sales Representative

Title: \_\_\_\_\_

Date: November 14, 2011

Date: 11-22-2011

Approved:

\_\_\_\_\_

By: Otto Leone

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 pre-maintenance 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. 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) Interest on past due amounts at 1½% 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 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-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, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. 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.

## Fort Bend County Facilities Equipment List

### EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length		Speed	Install#
					Openings	Capacity		
Fort Bend Justice Center - \$3,469.00								
1422 Eugene Heimann Circle Richmond, TX 77469								
4	Schindler	Escalator		Escalators	>10&lt;=20		90	F0735/07
1	Schindler	Gearless Passenger		Traction Passenger	5F/OR	4500	200	F0737
1	Schindler	Gearless Passenger		Traction Passenger	5F/OR	2500	200	F0738
2	Schindler	Hydraulic Passenger		Passenger	3F/OR	2500	150	F0739
1	Schindler	Hydraulic Passenger		Passenger	2F/OR	2500	150	F0740
1	Schindler	Hydraulic Passenger		Passenger	4F/OR	2500	150	F0741
1	Schindler	Hydraulic Passenger		Passenger	3F/OR	2500	150	F0742
1	Schindler	Hydraulic Passenger		Passenger	2F/OR	3500	150	F0743
1	Schindler	Hydraulic Passenger		Passenger	4F/OR	2500	150	G0978
Fort Bend Precinct Four - \$180.00								
12919 Dairy Ashford Rd. Sugarland, TX 77477								
1	Schindler	Hydraulic Passenger		Passenger	2F/OR	2500	100	D7254
Fort Bend Precinct One - \$180.00								
1517 Eugene Heimann Circle Richmond, TX 77469								
1	Schindler	Hydraulic Passenger		Passenger	2F/OR	2500	125	E2154
Fort Bend Tax Assessor Office - \$180.00								
1317 Eugene Heimann Circle Richmond, TX 77469								
1	Schindler	Hydraulic Passenger		Passenger	2F/OR	2500	100	E3602
Gus George Training Academy - \$359.00								
1521 Eugene Heimann Circle Richmond, TX 77469								
2	Schindler	Hydraulic Passenger		Passenger	2F/OR	2500	100	E9435
Jane Long Annex - \$183.00								
500 Liberty Richmond, TX 77469								
1	Schindler	Hydraulic Passenger		Passenger	3F/OR	2500	100	F4054
Missouri City Annex - \$180.00								
307 Texas Parkway Missouri City, TX 77489								
1	Schindler	Hydraulic Passenger		Passenger	2F/OR	3500	125	F0917
Parking Garage - \$191.00								
1418 Eugene Heimann Circle Richmond, TX 77469								
1	Schindler	Hydraulic Passenger		Passenger	4F/OR	3500	150	F1232

# **SCHINDLER ELEVATOR CORP.**

## **Buy Board Catalog /Price List**

	<b>Regular Hourly Price</b>		<b>Buy Board Price</b>
<b>Mechanic</b>	<b>\$225.40</b>	<b>-10%</b>	<b>\$202.86</b>
<b>Helper</b>	<b>\$180.31</b>	<b>-10%</b>	<b>\$162.27</b>
<b>Team</b>	<b>\$404.71</b>	<b>-10%</b>	<b>\$364.23</b>

**Any work before 8am or after 5pm M-F and Holidays  
Will be considered overtime and rates will double**

## **Minor Repair /Major Repair**

<b>\$2,500.00 To \$5,000.00</b>	<b>Discount 5%</b>
<b>\$5,001.00 To \$10,000.00</b>	<b>Discount 8%</b>
<b>\$10,001.00 To \$20,000.00</b>	<b>Discount 10%</b>
<b>\$20,001.00 To \$30,000.00</b>	<b>Discount 12%</b>
<b>\$30,001.00 To \$40,000.00</b>	<b>Discount 15%</b>
<b>\$40,001.00 To \$50,000.00</b>	<b>Discount 18%</b>
<b>\$50,000.00 and up</b>	<b>Discount 20%</b>

## **MODERNIZATION**

<b>\$30,000.00 to \$40,000.00</b>	<b>Discount 8%</b>
<b>\$40,001.00 to \$60,000.00</b>	<b>Discount 10%</b>
<b>\$60,001.00 and Up</b>	<b>Discount 12%</b>