

STATE OF TEXAS           §  
                                       §  
 COUNTY OF FORT BEND    §

**SECOND AMENDMENT TO  
 AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES  
 PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE  
 CONTRACT NUMBER: 201414653 FY2017**

THIS **SECOND** AMENDMENT is made and entered into is 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.

W I T N E S S E T H

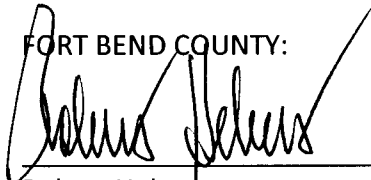
WHEREAS, County and Contractor executed the AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT NUMBER: 201414653 FY2017 on or about OCTOBER 25, 2016 (hereinafter the "Agreement") and was renewed by amendment on or about August 8, 2017. County and Contractor desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed; effective **OCTOBER 1, 2018** and shall terminate on **MARCH 31, 2019**. Terms, conditions, pricing and additional renewal periods shall remain the same.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

*Execution page follows*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

  
Robert Hebert  
County Judge

CONTRACTOR:


  
Signature

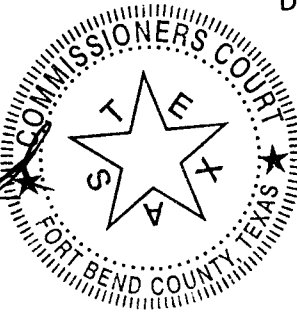
 Branch Mgr.  
Printed Name and Title

9-25-2018  
Date

9/14/18  
Date


Attest:

  
Laura Richard, County Clerk



#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 116,760 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**FIRST AMENDMENT TO  
AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES  
PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE  
CONTRACT NUMBER: 201414653 FY2017**

THIS **FIRST AMENDMENT** is made and entered into is 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.

**W I T N E S S E T H**

WHEREAS, County and Contractor executed the AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT NUMBER: 201414653 FY2017 on or about OCTOBER 25, 2016 (hereinafter the "Agreement" ) attached hereto as **EXHIBIT ONE** and incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed; effective **OCTOBER 1, 2017** and shall terminate on **SEPTEMBER 30, 2018**. Terms, conditions, pricing and additional renewal periods shall remain the same.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

*Execution page follows*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

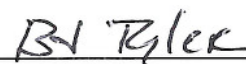
FORT BEND COUNTY:

  
Robert Hebert  
County Judge

Date

8-8-2017

CONTRACTOR:


  
Signature

B.J. Tyler, Branch Manager  
Printed Name and Title

Date

7-26-17

Attest:

  
Laura Richard, County Clerk

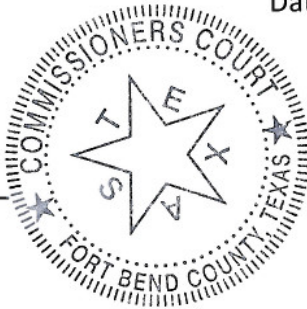
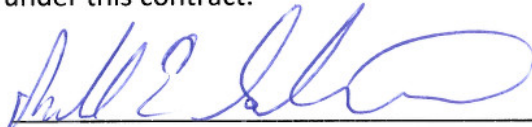


Exhibit One: AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT NUMBER: 201414653 FY2017 EXECUTED ON OR ABOUT OCTOBER 25, 2016

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 233,520<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES  
PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE  
CONTRACT NUMBER: 201414653 FY2017**

THIS AGREEMENT 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.

W I T N E S S E T H

WHEREAS, County desires that Contractor provide elevator services related to at County Facilities (hereinafter "Services") pursuant to Contract Number: 201414653, available to County by and through the US Communities Government Purchasing Alliance; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services in accordance with Exhibit A to this Agreement.

**Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

- C. Contractor shall communicate all inquiries concerning project management to County's Director of Facilities. However, only the Commissioners Court and the County Purchasing Agent (in accordance with the County Purchasing Act) are authorized to execute legal documents on behalf of the County.

### **Section 3. Compensation and Payment**

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$233,520.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$233,520.00 specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$233,520.00.

### **Section 5. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 6. Term**

The term of this Agreement shall begin on December 1, 2016 and end on September 30, 2017. The Agreement is renewable annually through March 31, 2019 under the same terms and conditions if mutually agreed upon by the parties in writing.

#### **Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.

Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. 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. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 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.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this

Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: Director of Facilities  
301 Jackson Street, Suite 301  
Richmond, TX 77469

With a copy to: Fort Bend County

Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Kone Inc.  
One Montgomery Court  
PO Box 429  
Moline, IL 61265

C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

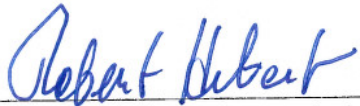
In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

*Remainder left blank*

*Execution page follows*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 25 day of October, 2016.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

KONE INC.

  
Authorized Agent- Signature

Patricia A. Pritchard  
Authorized Agent- Printed Name

Assistant Secretary  
Title

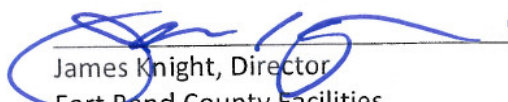
10/26/16  
Date

ATTEST:

  
Laura Richard, County Clerk



Reviewed:

  
James Knight, Director  
Fort Bend County Facilities

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 233,520.00 to accomplish and pay the obligation of Fort Bend County under this contract.


  
Robert Edward Sturdivant, County Auditor

Exhibit A: Scope of Services

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# **EXHIBIT A**

## **SCOPE OF SERVICES**

**KONE INC.**



**ATTACHMENT TO:  
AGREEMENT FOR ELEVATOR MAINTENANCE SERVICES  
PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE  
CONTRACT NUMBER: 201414653 FY2017**



## Attachment A

**KONE Inc. Proposal to Supply Elevator, Escalator, repair or modernization under the U.S. Communities Program utilizing the Terms and Conditions of the City and County of Denver Master Contract (Reference GENRL-201414653-00 dated April 1<sup>st</sup>, 2014)**

### PROPOSED UNITS & EQUIPMENT PRICING:

<u>Location Address</u>	<u>Units</u>	<u>Pricing</u>	<u>Term</u>	<u>Acceptance</u>
Fort Bend County (Base Bid)	57	\$9,635.00	1 year (4 option years)	
State Elevator Inspections (Annual)	57	\$9,825.00 / 12 month = \$818.75 add per month		

**Effective Date - November 1, 2016**

Fort Bend County  
301 Jackson Street, Suite 301  
Richmond, TX 77469  
Equipment unit list provided on the following pages

- Pricing based on complete maintenance services, as described in the attached scope of work section.
- Pricing based on US Communities reduced labor rates, provided on following pages
- Pricing based on KONE providing average of 2-hour response time for non-emergency callouts and an average of 1 ½-hour response time for emergency callouts.
- Pricing based on KONE covering all callouts dispatched before 3:00pm, with same day or no additional cost overtime charges, unless callout results from vandalism, misuse or Act of God.
- KONE to provide online access to KONE Care Online at no charge. This service provides access to performance records, invoices, preventative maintenance plans, etc.
- Owner has the right to terminate with 30-day notice, at any time after first year of this agreement.

### OPTION FOR EMERGENCY PHONE MONITORING

\*\*KRMS-Elevator Phone Monitoring      Y\_\_\_\_\_ N\_\_\_\_\_

\*\*Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.

### APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Texas.

## LOCATION AND EQUIPMENT LIST

Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors
Sheriff's Office-West Tower	1410 Williams Way Richmond TX 77469	6437	024999/Ele #3	Passenger	Traflomatic	CE2164	Electric	200	5000	2	6
Sheriff's Office-West Tower	1410 Williams Way Richmond TX 77469	6437	024998/Ele #4	Passenger	T4	CE2165	Electric	200	5000	2	6
Sheriff's Office-West Tower	1410 Williams Way Richmond TX 77469	6437	024997/Ele #5	Passenger	T4	CE2166	Electric	200	5000	2	6
Historical Courthouse	401 Jackson Richmond, TX 77469	415	81597	Passenger	KCM	20362157	Hydraulic	100	2500	1	3
Sheriff's Office-East Tower	1410 Williams Way Richmond TX 77469	34867	72521/Ele #8	Passenger	Mono Space	20269784	Electric	350	4500	1	5
Sheriff's Office-East Tower	1410 Williams Way Richmond TX 77469	34867	72522/Ele #7	Passenger	Mono Space	20269785	Electric	350	4500	1	5
Sheriff's Office-East Tower	1410 Williams Way Richmond TX 77469	34867	72523/Ele #6	Passenger	Mono Space	20269786	Electric	350	4500	1	9
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75495/Ele #1	Passenger	330A	F0739-01	Hydraulic	150	2500	1	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75496/Ele #2	Passenger	330A	F0739-02	Hydraulic	150	2500	1	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75494/Ele #3	Passenger	330A	F0740-03	Hydraulic	150	2500	1	2
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75497/Ele #7	Passenger	330A	F0742-07	Hydraulic	150	2500	1	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75499/Ele #3	Passenger	400A	F0737	Electric	200	4500	1	5
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75500/Ele #5	Passenger	400A	F0738	Electric	200	2500	1	5
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75498/Ele #6	Passenger	330A	F0741	Hydraulic	150	2500	1	4
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	080101/Ele #8	Passenger	330A	F0743	Hydraulic	150	3500	1	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	080534/Ele #9	Passenger	330A	G0978	Hydraulic	150	2500	1	4
Justice Center Parking Garage	1418 Eugene Heimann Cir Richmond 77469	33037	074415/Ele #1	Passenger	330A	F1223	Hydraulic	150	3500	1	4
Precinct 1	1517 Eugene Heimann Cir Richmond 77469	31336	062696/Ele #1	Passenger	330A	E2145-01	Hydraulic	100	2500	1	2
Gus George Academy	1521 Eugene Heimann Cir Richmond 77469	33161	069520/Ele #1	Passenger	330A	E9435-01	Hydraulic	100	2500	1	2
Gus George Academy	1521 Eugene Heimann Cir Richmond 77469	33161	069521/Ele #2	Passenger	330A	E9435-02	Hydraulic	100	2500	1	2
Tax Office	1517 Eugene Heimann Cir Richmond 77469	32194	62619/Ele #1	Passenger	330A	E6302	Hydraulic	100	2500	1	2
Missouri City Annex	307 Texas Parkway Missouri City 77489	33517	074431/Ele #1	Passenger	330A	F0917-01	Hydraulic	125	3500	1	2
Precinct 4	12919 Dairy Ashford Sugar Land 77478	30502	066067/Ele #1	Passenger	330A	D7254-01	Hydraulic	100	2500	1	2
Jane Long	500 Liberty St Richmond 77469	4447	069526/Ele #1	Passenger	330A	F4054-01	Hydraulic	100	2500	1	3
East End Annex	303 Texas Parkway Missouri City 77489	11755	25861	Passenger	Ascension 1000	288469	Hydraulic	100	2000	1	2
Travis Annex	309 S 4th St Richmond 77469	416	066564/Ele #1	Passenger	TAC 50	BX-0672	Electric	350	3000	1	7
Travis Annex	309 S 4th St Richmond 77469	416	066565/Ele #2	Passenger	TAC 50	BX-0673	Electric	350	3000	1	7
Travis Annex	309 S 4th St Richmond 77469	416	066554/Ele #3	Passenger	TAC 50	BX0674	Electric	350	3000	1	8
Cinco Ranch Library	2620 Commercial Center Blvd Katy 77494	19202	53340	Passenger	TAC 20	ER 4532	Hydraulic	125	2500	1	2
Sienna Branch Library	8411 Sienna Springs Blvd Missouri City 77459	33684	71494	Passenger	TAC 20	EY 9722	Hydraulic	125	3500	1	2
University Branch Library	14010 University Blvd Sugar Land 77479	35557	69556	Passenger	TAC 32	EAT845	Hydraulic	110	3500	1	2
GML Administration Building	1003 Golfview Dr Richmond 77469	38004	87127/Ele # 1	Passenger	TAC 50	OBY151	Electric	150	2500	1	2
Sienna Annex	5855 Sienna Springs Way Missouri City 77459	33645	66410	Passenger	TAC 20	EX5241	Hydraulic	150	3500	1	2

Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11387	Passenger	HMC 1000	11760	Hydraulic	125	2000	1	3
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11386	Passenger	HMC 1000	11758	Hydraulic	125	2500	1	3
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11385	Passenger	HMC 1000	11759	Hydraulic	125	2500	1	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75490/Ele #1 Esc	Escalator	9300AE10	F0736-01	Electric	100	7800	N/A	N/A
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75491/Ele #2 Esc	Escalator	9300AE10	F0736-02	Electric	100	7800	N/A	N/A
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75492/Ele #3 Esc	Escalator	9300AE10	F0735-03	Electric	100	7800	N/A	N/A
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75493/Ele #4 Esc	Escalator	9300AE10	F0235-04	Electric	100	7800	N/A	N/A
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79407/Ele #1	Wheelchair Lift	LW-42	43845	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79406/Ele #2	Wheelchair Lift	LW-42	43855	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79420/Ele #3	Wheelchair Lift	LW-42	43852	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79418/Ele #4	Wheelchair Lift	LW-42	43841	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79417/Ele #5	Wheelchair Lift	LW-42	43853	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79416/Ele #6	Wheelchair Lift	LW-42	43843	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79410/Ele #7	Wheelchair Lift	LW-42	43856	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79409/Ele #8	Wheelchair Lift	LW-42	43846	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79413/Ele #9	Wheelchair Lift	LW-42	43847	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79412/Ele #10	Wheelchair Lift	LW-42	43859	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79411/Ele #11	Wheelchair Lift	LW-42	43818	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79408/Ele #12	Wheelchair Lift	LW-42	43858	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79415/Ele #13	Wheelchair Lift	LW-42	43854	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79414/Ele #14	Wheelchair Lift	LW-42	43844	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79419/Ele #15	Wheelchair Lift	LW-42	43839	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79421/Ele #16	Wheelchair Lift	LW-42	43850	Electric	10	750	3	3
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79422/ Ele #17	Wheelchair Lift	LW-42	73840	Electric	10	750	3	3

SCHEDULE OF HOURLY RATES FOR SERVICES  
NOT COVERED BY THIS CONTRACT

Hourly Rates for US Communities Contracts in Houston, TX				
	<u>2016 Rates</u>			
		Regular	Overtime	Sundays & Holidays
	Mechanic	\$163.55	\$278.03	\$327.09
	Helper	\$160.74	\$273.25	\$321.47
	Team	\$324.29	\$551.28	\$648.56
	<u>2017 Rates</u>			
		Regular	Overtime	Sundays & Holidays
	Mechanic	\$170.09	\$289.15	\$340.18
	Helper	\$167.17	\$284.18	\$334.33
	Team	\$337.26	\$573.33	\$674.51
	<u>2018 Rates</u>			
		Regular	Overtime	Sundays & Holidays
	Mechanic	\$176.89	\$300.72	\$353.78
	Helper	\$173.85	\$295.55	\$347.71
	Team	\$350.74	\$596.27	\$701.49
	<u>2019 Rates</u>			
		Regular	Overtime	Sundays & Holidays
	Mechanic	\$176.89	\$300.72	\$353.78
	Helper	\$173.85	\$295.55	\$347.71
	Team	\$350.74	\$596.27	\$701.49

## **SCOPE OF WORK**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, approved by Facilities Management and Planning Representative, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

### **HYDRAULIC ELEVATORS**

#### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

#### **MICROPROCESSOR CONTROL SYSTEM**

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

#### **POWER UNIT**

Pump, motor, valves, and all related parts and accessories.

#### **HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **WIRING**

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

#### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

#### **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.

#### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

#### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

#### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, 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 maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates. Elevator emergency phones are included (customer must furnish an operable phone line).

### **TRACTION ELEVATORS**

#### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

#### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that 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 terminals to the motor.

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment, car and counterweight buffers, over-speed governors, governor tension sheave assemblies, and car and counterweight safeties.

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

## **ROPES**

Hoist ropes, governor ropes, and compensation ropes.

## **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.

## **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

## **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

## **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, 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 maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates. Elevator emergency phones are included (customer must furnish an operable phone line).

## **ESCALATORS**

KONE's price and obligations under the agreement are subject to a technical survey to be performed within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customers failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

## **CONTROL SYSTEM**

All control system components.

## **DRIVE MACHINERY AND MOTOR EQUIPMENT**

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.

## **WIRING**

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

## **HANDRAIL DRIVE SYSTEM**

Handrail and all handrail drive components.

## **SAFETY SWITCH SYSTEM**

Missing step detector, handrail speed detector, handrail inlet switches, step up-thrust inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

## **GUIDANCE AND ALIGNMENT SYSTEMS**

All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

## **HOURS OF SERVICE**

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

## **SERVICE REQUESTS (CALLBACKS)**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

KONE will make every effort to respond to service requests within the following time frames: 1 hour for entrapments and 2 hours for non-emergency calls during regular work days and times of the elevator trade; 2 hours for entrapments and 4 hours for non-emergency calls after hours, on weekends and holidays.

## **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test. KONE will coordinate and schedule third party inspectors as requested by customer.

### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code. Monthly fire service testing.

### **TRACTION ELEVATOR**

An annual no load test as required by applicable code. Monthly fire service testing.

A five (5) year full load test as required by applicable code.

### **ESCALATOR**

An annual Escalator Step/Skirt Performance Index Test as required by applicable code.

## **ANNUAL INSPECTIONS**

KONE to schedule 3<sup>rd</sup> party inspections annually, if customer approves additional cost per month on page 1 of the US Communities attachment A.

## **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

## **EXCLUSIONS**

The following are excluded from the scope of services.

### **GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

### **OBSOLESCENCE**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping.

### **ESCALATOR AND POWERWALK**

Refinishing, repairing, replacing or cleaning balustrades, pits, pans; side plate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator clean down, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

### **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

### **SAFETY**

Purchaser will 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. Purchaser will be solely responsible for proper use, 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.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents 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. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

### **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

### **THIRD PARTY SERVICES**

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

### **REPAIRS - OUTSIDE THE SCOPE OF WORK:**

*"If repair is needed outside of the scope of this contract, the contractor must expedite repair cost in writing to the Fort Bend County Authorized Representative for processing of a purchase order prior to any work being performed."*



RIDER NO. 1
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The parties hereby agree to be bound to the terms contained in the Purchase Order, between KONE Inc. ("Contractor") and Fort Bend County ("County") dated \_\_\_\_\_ (the "Agreement"), together with those terms contained in this Rider. Provided, however, that notwithstanding any terms contained in the Agreement to the contrary, in the event of conflict between terms contained in the Agreement and terms contained in this Rider No. 1, the terms in this Rider shall supersede and prevail.

1. Section 8: At the end of the section, add "Nothing contained in the Agreement or the referenced project plans and specifications, shall (i) require Contractor to disclose any trade secrets or proprietary information, or (ii) supersede the rights of Contractor to full protection of all copyrights, patents or proprietary items or information furnished in connection with Contractor's provision of materials and labor with respect to the Project. The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with Contractor. Any software supplied with County's equipment is licensed to County or its successors, but only for use with, and for the operation of, the equipment. Use of such software for any other purpose is prohibited. Contractor shall not provide any information such as Contractor's internal manuals, manufacturing drawings or source codes."
2. Section 9: At the end of the section, add "County's right to inspect shall not extend to any information which Contractor, in its sole discretion, considers confidential or proprietary, nor to any lump sum prices, unit rates, established charges or fixed percentages or multipliers agreed to by the parties."
3. Section 10: Subsection A, line 5, delete "and/or policies".
4. Section 11, line 3: Before "arising", add "to the extent".
5. Notwithstanding anything contained to the contrary within this Agreement, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Customer's sole responsibility and expense.
6. Notwithstanding anything to the contrary in this Agreement, in no event will either party be liable to the other party for any consequential, exemplary, special, liquidated, incidental, or indirect damages (including lost profits or loss of goodwill) (collectively, "Consequential Damages") arising out of or related to this Agreement, whether such damages are based in contract, tort (including negligence and strict liability) or any other form of action, even if such party has been advised of the possibility of any Consequential Damages.
7. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.



8. The requirements of the Texas Public Information Act shall supersede any requirement stated on this Rider One document.

ACCEPTED:

KONE INC.

A handwritten signature in black ink, appearing to read "Tim Joyce", is written over a horizontal line.

BY: \_\_\_\_\_

BY:

TITLE:

Tim Joyce

DATE:

TITLE: Senior Vice President

DATE:

KONE INC. CONTRACT #: \_\_\_\_\_

## **CUSTOMER INFORMATION**

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

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

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

# ACCEPTANCE

Service Agreement Effective Date: 11/1/2016

Service Agreement Number: **TBD**

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

Sign for on behalf of Participating Public Agency

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Respectfully submitted,  
**KONE Inc.**

\_\_\_\_\_  
(Submitted By)

\_\_\_\_\_  
(Approved By) Authorized Representative

\_\_\_\_\_  
(Title)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-404281

Date Filed:  
09/14/2018

Date Acknowledged:  
09/25/2018

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

KONE Inc.  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

US Communities 201414653  
Elevator and escalator repairs and maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)