



Schindler Elevator Corporation

6631 N. Belt Line Road
Suite 130
Irving, TX 75063-6001
Phone:
Fax:

UPGRADE ORDER AGREEMENT

Date: 06/09/2025

Estimate Number: RFEO-DHGNL8 (2025.1.1)

To:

Collin County Courthouse
2100 Bloomdale Rd
Mckinney, TX 75071-8318

Customer:

Collin County Courthouse
2100 Bloomdale Rd
Mckinney, TX 75071-8318

Attn: Rick Monk

Escalator 5 – OT Handrail Drive Chain

Schindler Elevator Corporation will provide the necessary material and labor to complete the following work during overtime working hours:

1. Secure the equipment in a safe fashion
2. Provide and install the following new elevator components:
 - a. Handrail Drive Chain
3. Make necessary adjustments
4. Upon completion of this work, all debris will be removed from the jobsite

**** This contract adheres to Terms and Conditions of the Sourcwell contract #080420-SCH ****

Price: \$10,500.00, plus applicable taxes. (Quotations valid for 30 days.)

Payment: Payment will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.51.021

Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.



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: Robert Feyko

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 6/9/2025

Approved:

By: Brian Burke

Title: General Manager

Date: _____

Accepted:

By: Michelle Charnoski, NIGP-CPP, CPPB

For: Collin County Courthouse

Title: Purchasing Agent

Date: _____

Contract No. 2025-276

Court Order No. _____



TERMS AND CONDITIONS (Edited Version)

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. 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, epidemics, pandemics, 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.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. **To the fullest extent allow by law, Schindler shall** ~~Purchaser agrees to~~ defend, indemnify and hold **harmless Collin County** ~~Schindler harmless from and~~ against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the ~~sole and direct~~ fault of **Collin County Schindler**.
9. For non-maintenance contract customers, **only to the extent allowed by law**, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
INSURANCE: ~~At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.~~
10. 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, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).
13. **Expenses for Enforcement – In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.**
14. **Venue – This Agreement shall be governed and construed according to the law of the State of Texas. This Agreement is performable in Collin County, TX.**
15. **Severability – If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or**



render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.