



To: William Lassiter

Brazoria County

111 E Locust
Angleton, TX 77515
Phone: 979.864.1568
Email: WilliamL@brazoriacountytx.gov

From: **FUJITEC AMERICA, INC.**

FUJITEC AMERICA, INC.

9009 Pinehill Lane
Suite 212
Houston, TX 77041
Phone: (713)690-1990
Email:

Repair / Modification Proposal



REPAIR / MODIFICATION PROPOSAL

FUJITEC AMERICA, INC. ("FUJITEC") proposesto provide all material, labor, tools and supervision necessary to perform the following work:

Building Address: 111 E Locust
Angleton, TX 77515

Unit(s): PE 5

Fujitec will perform the following on regular time.

Regular time is defined as Monday – Friday 7:00 a.m. – 3:30p.m. excluding weekends and holidays.

At the request of the customer Fujitec will provide labor and material in order to perform the following:

- At the request of the customer Fujitec will replace the following:

12pc car push button contacts
1pc. 6300VL1 board
1pc. 6300VV1 board
3pc. 6300Vc1 board
1pc. 6300PA7 door board
1pc. 6300VH8 I/O board
1pc. 6300VT2 CWIK board
1pc. 9825431 Door Operator Encoder
1pc. Door Motor
1pc. PANA40 PLUS (Door edge)

- If for any reason additional work is needed a separate proposal will be provided.

100% of payment required once the job is complete.
Payment will be made NET 30.

PLEASE NOTE:

The work quoted in this proposal is due to water damage. Unfortunately, water damage is a



problem that may not be uncovered during an initial survey. While making the aforementioned repairs and troubleshooting the equipment prior to turnover, we may uncover other water related issues. Should other items be uncovered, they shall be quoted and once approved, we will move forward with that work. Additionally, problems may arise over a period of time and we caution you that other items may have also been exposed to water and future issues may arise.

If we are able to place the unit back in service this does not indicate that there is not further damage caused by the water damage. If later damage is discovered, Fujitec cannot be held responsible for the cost of those repairs.

The payments of these repairs are per the terms contained herein. Your payment to Fujitec for these repairs is independent of any reimbursement from your insurance company.

The price quoted below is based on all work being performed during the normal working hours of the elevator trade.

FUJITEC will provide the engineering, material, labor, shipping of material and permits as necessary for the total net sum of:

Price	\$57,492.00
Sales Tax	\$0.00
Total	\$57,492.00

- A 0% initial payment is required within 30 days.
- A 0% payment is required at start of job
- A 100% payment is required at completion of job.

The order in which elevators within any bank are removed from service, returned to service, and/or modernized shall be at the discretion of **FUJITEC**.

FUJITEC shall perform its work set forth above in compliance with elevator codes and applicable building codes which direct the means, methods, or manner of the elevator work. **Brazoria County** and its design professionals shall be responsible for the integrity of the structure and the entirety of all building systems and shall remain responsible for compliance with all laws pertaining to the building. To the fullest extent permitted by law, **FUJITEC** expressly disclaims responsibility for the building structure (including, without limitation, any adverse effect arising from static load, reaction load, moisture, or convection), the entirety of the building systems (including, without limitation, electrical, HVAC, or security), and compliance with codes or other laws not addressed by the scope of the work set forth above.

It is understood that noise, odors, and other annoyances, disturbances, inconveniences, and discomforts to people in and in the vicinity of the building are inherent to the work. **FUJITEC** will perform the work courteously and in good faith, but performance in other than regular hours of the trade and delays or changes in the sequence of the work to accommodate the building schedule



shall require that **FUJITEC** be reimbursed for its costs, including a factor for inefficiency, plus 15% overhead and profit.

This Proposal is based upon all work being performed by our trained employees during the regular working hours of the regular working days of the elevator trade for the classification(s) of the work of this proposal. If overtime work is required, the additional price shall be quoted and accepted and then added to the contract price herein named.

This Proposal is based upon the complete and uninterrupted access to the elevator equipment and necessary storage room for **FUJITEC's** equipment.

This Proposal is submitted for acceptance within sixty (60) days from the date executed by **FUJITEC** after which time it will be subject to review due to uncertainties in material and labor costs.

In any event, **FUJITEC** shall not be liable for consequential damages.

FUJITEC shall not be responsible or liable for any delay, failure to perform, damages, suits, costs, expense or payment arising from fire, flood, strikes, lockouts, other labor disputes, vandalism, negligence of others, unanticipated site or subsurface conditions, severe weather, Act of God, act of government, act of the public enemy, embargo, overloading above the rated capacity of passenger, freight or service elevators or any other similar or dissimilar cause beyond **FUJITEC's** reasonable control. Dates for completion of work and delivery shall be extended to the extent of delays arising from such events or conditions.

Brazoria County shall be solely responsible for supervising the use of the equipment and shall provide whatever attendant personnel, warning signs, and other controls and caution that may be required or desirable to ensure safe operation.

~~**Brazoria County** agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment imposed by any law enacted after the date of this Proposal or imposed by any existing law.~~

The parts, machinery, implements and apparatus furnished hereunder remain our personal property and we retain title hereto until final payment is made, with right to retake possession of the same at the cost of **Brazoria County** if default is made in any of the payment, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

FUJITEC will not be responsible for or required to correct breakage, maladjustments, or other trouble arising from abuse, misuse, improper or unbalanced power supply characteristics, improper or inadequate maintenance, or any other causes beyond the control of **FUJITEC**



FUJITEC shall indemnify **Brazoria County** from liability attributable to injury to persons or damage to property caused by this work, but only if and to the extent such liability results from the negligence of **FUJITEC**, its agents, subcontractors, and vendors, and any insurance endorsement shall be consistent with this principle. Nothing in this Proposal is intended for the benefit of any third party or creates any right in a third party which he or she would not have in the absence of this Proposal.

FUJITEC will warrant the equipment installed under this Proposal against defects in material and workmanship and will correct any defects not due to ordinary wear and tear or improper use or care which may develop within twelve (12) months from the date of completion of work rendered under this Proposal. This warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or of fitness for a particular purpose, AND SHALL BE Brazoria County'S SOLE REMEDY. Brazoria County acknowledges that it is not relying upon, and has not relied upon, any statement, representation, or warranty made by FUJITEC or any of its employees or agents other than the representations and warranties expressly set forth in this Proposal. Brazoria County further acknowledges and agrees that its breach of this Proposal shall constitute a breach of any other proposals or agreements between FUJITEC and Brazoria County, entitling FUJITEC to suspend or terminate this Proposal or any other proposals or agreements between FUJITEC and Brazoria County, as provided therein.

For scheduling information, please contact at (713)690-1990 by phone.

This Proposal, and all pages and attachments contained herein, constitutes the entire agreement between **Brazoria County** and **FUJITEC** and supersedes all previous communications, negotiations, commitments and writings pertaining hereto.



SUBMITTED:

APPROVED:

FUJITEC

Brazoria County

By: *Kelvin Bradford*

By: _____

Name: Kelvin Bradford
(Print)

Name: _____
(Print)

Title: Sales Executive

Title: _____

Date: 5/6/24

Date: _____

.V.7 Est ID 69823