

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO PROPOSAL AGREEMENT TERMS AND CONDITIONS
TIPS #22010601 and #22010602

THIS ADDENDUM TO PROPOSAL AGREEMENT TERMS AND CONDITIONS ("Addendum") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code §262.011(d), and **Star Service, Inc.** ("Contractor"), a Texas limited liability company; hereinafter referred to collectively as "Parties."

RECITALS

WHEREAS, County desires that Contractor provide emergency installation services concerning a new 20 ton Trane Rooftop Unit and a New Curb Adapter at 307 Texas Parkway, Missouri City, Texas 77489, utilizing the Interlocal Purchasing System ("TIPS") Contract Nos. 22010601 and 22010602; and

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

WHEREAS, the purpose of this Addendum is to define, modify, delete, or amend certain terms and conditions set forth in the attached Proposal Agreement Terms and Conditions (dated August 21, 2023); and

WHEREAS, the Parties agree that this Addendum and the Proposal Agreement Terms and Conditions, are incorporated into each other and, when read together, shall constitute one integrated document (the "Agreement"). Any inconsistency, conflict, or ambiguity between or among this Addendum and the Proposal Agreement Terms and Conditions, shall be resolved by giving precedence and effect first to this Addendum, then to the Proposal Agreement Terms and Conditions.

NOW THEREFORE, the Parties do mutually agree to the following changes which are incorporated as if a part of the Agreement:

1. **Scope of Service.** (a) Contractor shall provide to County emergency installation services concerning a new 20 ton Trane Rooftop Unit and a New Curb Adapter at 307 Texas Parkway, Missouri City, Texas 77489 (the "Services"), Richmond, Texas, utilizing the Interlocal Purchasing System ("TIPS") Contract Nos. 22010601 and 22010602, as described in the Proposal Agreement Terms and Conditions, dated August 21, 2023, attached hereto as Exhibit A and incorporated fully by reference.
(b) Any Services to be performed by Contractor for County must be scheduled in advance with the County's Facilities Maintenance Department. In order to schedule any Services, the County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565.
2. **Term.** The term of the Agreement shall begin upon execution by County and shall expire no later than thirty days after execution by County, and shall not automatically renew but may be renewed upon written agreement of the parties. **Contractor shall begin Services upon receipt of Notice to Proceed by County.**

Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

3. **Maximum Compensation.** The total maximum compensation cost for the performance of Services described in Exhibit A is Fifty-Six Thousand, Five Hundred Eighty-Seven dollars and 00/100 cents (\$56,587.00). In no case shall the amount paid by County under the Agreement or this Addendum exceed the total maximum compensation without an approved change order.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
6. **Insurance.** Prior to commencement of Service, 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.
 - A. 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:
 - i. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. 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.
 - iii. 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.
 - iv. 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 (if required). 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.

7. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

8. **Attorney's Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.

9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

10. **Confidential Information.** 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 Contractor 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.

11. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession 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.

12. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor or any other party for any reason are hereby deleted. Contractor shall Indemnify and defend county against all third party losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from damage to persons, including bodily injury, disease, or death or to tangible property to the extent caused by the negligent or intentional act, error or omission of Contractor or its agents, servants or employees.

13. **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.

14. **Certain State Law Requirements for Contracts.** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

15. **Human Trafficking.** By signature below, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.

16. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the TIPS Contract No. 22010601 or No. 22010602, the TIPS Contracts control to the extent of the conflict.

17. **Understanding, Fair Construction.** By execution of this Addendum, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Addendum and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

STAR SERVICE, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Proposal Agreement/Terms and Conditions

EXHIBIT A

Proposal

Proposal Date	Proposal Number	Customer #
August,21,2023	DMC082123D	FBCM

BY AND BETWEEN:

Star Service, Inc.
7425 Major St.
Houston, TX 77061

AND

Fort Bend County
301 Jackson St.
Richmond, Texas 77469

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

307 Texas Pkwy Missouri City, TX 77489

This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC Contracts # 22010601,22010602

Replace – Existing VAV Roof Top Unit
Model #DJ240C00S4TZZ20001C
Serial #N0G9068861

We are pleased to offer this solution on the below referenced project. Our solution includes all labor, material, insurance, and supervision to perform the following scope of work:

Provide & Install One (1) New 20 Ton Trane Rooftop Unit and One (1) New Curb Adapter

Scope of Work

- Check in with the customer upon arrival.
- Perform Lockout/Tagout to high voltage electrical feed to existing RTU following NFPA-70E Guidelines.
- Remove Fasteners from existing RTU to existing Roof curb.
- Remove Existing high voltage electrical feed to existing disconnects to RTU.
- Provide Crane & the necessary rigging to remove and replace existing RTU (Dispose old RTU following EPA regulated guidelines).
- Provide & install One (1) new curb adaptor.
- Seal roof curb adaptor with UL-181 approved foam sealant tape.
- Provide & install One (1) New Trane (20) Ton Package Unit. (25-27 Weeks Lead Time).
- Voltage – 460/60/3
- Economizer
- VAV DTC with VFD and bypass.
- Trane BACnet Card for BAS integration.
- Provide & install One (1) New condensate overflow safety switch (Code Requirement)
- Provide necessary high voltage conduit and electrical wire to reconnect existing electrical feed from roof to disconnect.
- Provide the necessary new condensate drain piping, fittings & supports to reconnect to existing drain lines on roof.
- Perform Factory Start-up of new RTU's and verify operation.
- Set up points from new BACnet Card on existing BAS System.
- Clean-up work area and check out with customer.
- 1- year parts and labor warranty
- 5- year compressor only warranty
- All work to be performed "Regular Hours."



Exclusions:

- Any work outside of the above-described solution will be quoted separately.

Total Investment Required to Implement the Proposed Solution:

.....\$ 56,587.00

Fifty-Six Thousand Five Hundred Eighty-Seven Dollars & 00/100

(Plus, all applicable taxes)

Quote valid for 14 days

Thank you,
Dan Capone
Star Service, Inc.
281.481.0700 Office
281.481.8650 Fax
713.818.0772 Cell
Dcapone@starservice.com


Proposal Agreement

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

Signature (Sales Representative)

Approved for Contractor:


Signature

Doug Fischer, PRESIDENT
Name & Title

8/31/2023
Date

CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

Purchase Order #

TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. At the time this proposal was submitted the prices of material, equipment or energy for the Work in this proposal were extremely volatile, and Contractor is dependent upon its vendors to provide prompt notification of any such price escalations. As such, this proposal specifically excludes all escalation of prices of material, equipment or energy from the date of this proposal until the execution of the needed material, equipment or energy associated with this particular scope of Work. Contractor will use reasonable efforts to purchase material, equipment or energy for the Work in this proposal to limit the potential impact of escalation of costs and will notify Customer reasonably promptly if and when it learns of any such price escalations. In the event the proposal is accepted and Contractor experiences an escalation of prices of material, equipment or energy associated with this particular scope of Work after the proposal is accepted, Contractor shall be entitled to seek a change order for reimbursement of such additional costs if Contractor experiences any provable escalation of prices of material, equipment or energy with respect to the Work of this proposal.
4. "This quote expires in 14 days"
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
14. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.