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**SECOND AMENDMENT TO ADDENDUM TO PERFORMANCE CONTRACT
(SOURCEWELL CONTRACT #070121-JHN)**

This Second Amendment to Addendum to Performance Contract ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Johnson Controls, Inc. ("JCI"), a Texas corporation; hereinafter referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties previously entered into the Addendum to Performance Contract, pursuant to Sourcwell Contract #070121-JHN, for the implementation of Facility Improvement Measures for the Customer on or about August 22, 2023 and as amended on June 11, 2024, (the “Agreement”), which is incorporated fully by reference for all purposes. County and JCI desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Work.** JCI shall provide additional product and/or services as described in JCI's Change Order, dated November 7, 2024, attached as Exhibit "A-2" and incorporated fully by reference; and in accordance with the requirements of Sourcewell Contract #070121-JHN.
2. **Limit of Appropriation.** JCI's fees shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-1 is \$2,560,844.00. The Limit of Appropriation payable to JCI for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$14,821,436.00, authorized as follows:

\$11,380,840.00 under the Addendum to Performance Contract; and
\$879,752.00 under the First Amendment to Addendum to Performance Contract; and
\$2,560,844.00 under this Second Amendment to Addendum to Performance Contract.

In no case shall the amount paid by County for all product and/or services under the Addendum to Performance Contract and this Amendment to Addendum to Performance Contract exceed the above Limit of Appropriation without an agreement executed by the Parties.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **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.

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IN WITNESS WHEREOF, this Amendment 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 Amendment and the attachments and exhibit hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both Parties.

FORT BEND COUNTY

JOHNSON CONTROLS, INC.

KP George, County Judge


Authorized Agent – Signature

Gary Lindsay

Date

Authorized Agent- Printed Name

ATTEST:

Director, Project Delivery

Title

Laura Richard, County Clerk

12/9/2024

Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A-1: JCI's Change Order, dated November 7, 2024

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EXHIBIT A-2

CHANGE ORDER

Performance Contract dated July 11th, 2023, between Johnson Controls, Inc. and FORT BEND COUNTY	Change Order No. 2		Date 11/7/24
Customer FORT BEND COUNTY	Sourcewell Contract #070121-JHN		

The above-referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

The Scope of Work (Schedule 1) of the Performance Contract dated 7/11/2023 remains as originally signed except for the changes made per Change Order No. 1 (*approved by Commissioner's Court on 6/11/2024*) and additions described below and detailed in the attachments herein.

The additional scope of work includes Air Handler Modification to the Fort Bend County Jail located at: 1410 Richmond Parkway, Richmond, TX 77469. Below is a summary of the additional scope of work.

FIM 6.0: Modify 16 Multizone Units.

Scope of Work: SIXTEEN (16) MULTI-ZONE MECHANICAL MODIFICATIONS

- Repair/Replace dampers in 16 Multi-Zone AHU's (AHU-4 thru AHU-19)

Scope of Work: SIXTEEN (16) MULTI-ZONE ELECTRICAL MODIFICATIONS.

- Remove existing starters.
- New VFD's will be installed (typical of 32). See attached schedule for AHU/EF tag and VFD Size.

Scope of Work: SIXTEEN (16) MULTI-ZONE CONTROLS MODIFICATIONS

- Existing Control panel will be reused. A new controller expansion module will be installed to accomplish Sequence per engineering Drawings provided as part of this scope.
- New Wiring from control panel to new VFD's and new DPS will be installed.
- All Systems will be operationally verified at completion of installation to ensure proper operation.

Details on the scope changes, along with the amended / added contract language, can be found in **Attachment 1**.

Payment Terms: Shall remain unchanged and adhere to Schedule 4 of the Performance Contract dated 7/11/2023.

Total amount of this Change Order	\$ 2,560,844.00
Total Performance Contract amount as revised by this Change Order.....	\$14,821,436.00
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input checked="" type="checkbox"/> unchanged. The new completion date resulting from this Change Order is: N/A	Unchanged per section 3 of the original Agreement.
<input checked="" type="checkbox"/> [check if applicable] Assured Performance Guarantee changed as follows: The Assured Performance Guarantee (Schedule 2) of the Performance Contract dated 7/11/2023, as amended by Change Order 1, dated 6/11/2024 remains as originally signed except for the changes and additions described below and detailed in the attachments. Inclusion of the above change order scope will result in increased Projects Benefits (savings) for Fort Bend County. In total, the Capital Cost Avoidance has increased the Project Benefits by \$2,800,000 over the term of the Performance Contract. Below is a summary of the changes to Assured Performance Guarantee (Schedule 2) of the Performance Contract dated 7/11/2023. <ul style="list-style-type: none"> Amends Total Project Benefits (both measured and non-measured) to include the additional savings associated with the change order scope of work. 	
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above-referenced Performance Contract remain unchanged and in full effect.	
JOHNSON CONTROLS, INC.	CUSTOMER: FORT BEND COUNTY
Signature: 	Signature:
Printed Name: Gary Lindsay	Printed Name: KP George
Title: Director, Project Delivery	Title: Fort Bend County Judge

Attachment 1: Scope of Work

The following changes apply to Schedule 1 of the Performance Contract dated 7/11/2023.

FIM 6.0: Humidity Improvements to East Jail Multizones

General

This FIM seeks to best address humidity issues in the inmate areas. These areas are served by a face and bypass multizone unit. To address this, the existing AHUs will be converted to a single zone VAV unit. New control sequences will be implemented.

Table 6.1 Equipment Table

AHU Tag	Number of Zones	Design CFM	Min. Design CFM	OA CFM	Associated Exhaust Fan	Exhaust Fan CFM	AHU SF HP	EF HP
AHU-4	4	3885	2900	2785	EF-16	2140	5	3
AHU-5	4	4205	2900	2785	EF-19	2140	5	3
AHU-6	4	4515	2825	2710	EF-22	2140	5	3
AHU-7	4	4250	2825	2710	EF-25	2140	5	3
AHU-8	4	3885	2900	2785	EF-29	2140	5	3
AHU-9	4	4205	2900	2785	EF-32	2140	5	3
AHU-10	4	4515	2825	2710	EF-35	2140	5	3
AHU-11	4	4250	2825	2710	EF-38	2140	5	3
AHU-12	4	3885	2900	2785	EF-42	2140	5	3
AHU-13	4	4205	2900	2785	EF-45	2140	5	3
AHU-14	4	4515	2825	2710	EF-48	2140	5	3
AHU-15	4	4250	2825	2710	EF-51	2140	5	3
AHU-16	4	3885	2900	2785	EF-56	2140	5	3
AHU-17	4	4205	2900	2785	EF-57	2140	5	3
AHU-18	4	4515	2900	2710	EF-62	2140	5	3
AHU-19	4	4250	2900	2710	EF-63	2140	5	3

**Airflows are determined from construction documents dated 10/27/2007

Final Engineering

Provide product data sheets for submittals. All quantities, values, and details indicated are approximate and subject to change as a result of final engineering to be completed post contract signing. JCI will provide the final 100% Construction Drawings and Specifications prior to commencement of the Work of this FIM.

* Work Listed below will be typical of all units listed above

Demolition

- Blank off bypass deck and lock dampers closed.

- Existing starters on equipment listed above to be removed.
- Remove existing dampers per Engineering documents to be provided as part of this scope.

New Work

- Install new VFD's and AHU's and exhaust fans listed above.
- Produce engineering documents showing complete design.
- New controls, panels, wiring and devices shall be installed.
- Install new dampers as outlined on Engineering documents.
- Systems will be operationally verified across varying space conditions.

Training

- No additional training will be provided.

Warranties

- One year workmanship guarantee begins upon equipment start date.

Closeout

- JCI shall provide the following closeout documents:
 - Start-up and testing reports.
 - Warranty information for new equipment installed and O&M manuals.

Exclusions

- No additional controls work will be executed as part of this change order.
- No additional mechanical work (coils, valves, etc.) will be replaced as part of this change order.

Attachment 2: Assured Performance Guarantee

Amend Section 1.B with the following table:

Section I.B – Project Benefits Summary

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of **\$18,387,546** in Non-Measured Project Benefits and **\$159,788** in non-guaranteed utility rebates, and JCI guarantees that Customer will achieve a total of **\$4,023,512** in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of **\$22,411,058**, as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Measured Benefits	Non-Measured Benefits			Utility Rebates****	Annual Project Benefits
	Utility Cost Avoidance*	Utility Cost Avoidance*	Operational Cost Avoidance**	Capital Cost Avoidance***		
1	\$163,584	\$39,960	\$117,824	\$704,000	\$159,788	\$1,185,155

Year	Measured Benefits	Non-Measured Benefits			Utility Rebates****	Annual Project Benefits
	Utility Cost Avoidance*	Utility Cost Avoidance*	Operational Cost Avoidance**	Capital Cost Avoidance***		
2	\$165,080	\$40,315	\$121,359	\$704,000	\$0	\$1,030,753
3	\$166,620	\$40,682	\$124,999	\$704,000	\$0	\$1,036,301
4	\$168,207	\$41,059	\$128,749	\$704,000	\$0	\$1,042,015
5	\$169,842	\$41,448	\$132,612	\$704,000	\$0	\$1,047,901
6	\$171,525	\$41,848	\$136,590	\$704,000	\$0	\$1,053,963
7	\$176,671	\$43,103	\$140,688	\$704,000	\$0	\$1,064,462
8	\$181,971	\$44,396	\$144,908	\$704,000	\$0	\$1,075,276
9	\$187,430	\$45,728	\$149,256	\$704,000	\$0	\$1,086,414
10	\$193,053	\$47,100	\$153,733	\$704,000	\$0	\$1,097,886
11	\$198,845	\$48,513	\$158,345	\$704,000	\$0	\$1,109,703
12	\$204,810	\$49,968	\$163,096	\$704,000	\$0	\$1,121,874
13	\$210,954	\$51,468	\$167,989	\$704,000	\$0	\$1,134,410
14	\$217,283	\$53,012	\$173,028	\$704,000	\$0	\$1,147,323
15	\$223,801	\$54,602	\$178,219	\$704,000	\$0	\$1,160,622
16	\$230,515	\$56,240	\$183,566	\$704,000	\$0	\$1,174,321
17	\$237,431	\$57,927	\$189,073	\$704,000	\$0	\$1,188,431
18	\$244,554	\$59,665	\$194,745	\$704,000	\$0	\$1,202,964
19	\$251,890	\$61,455	\$200,587	\$704,000	\$0	\$1,217,932
20	\$259,447	\$63,299	\$206,605	\$704,000	\$0	\$1,233,350
Total	\$4,023,512	\$981,787	\$3,165,971	\$14,080,000	\$159,788	\$22,411,058

* The electrical consumption rate structure (\$/kWh) for Fort Bend County is fixed through Performance Year 6 and will not escalate during that period. A detailed annual kWh rate for each building for each performance year can be found in Section IV of Schedule 2. Electrical Demand (\$/kW) and natural gas (\$/therm) rates shall be escalated annually by the actual cost escalation, but such escalation shall be no less than the mutually agreed "floor" escalation rate of 3%.

** Non-Measured Operational Cost Avoidance Benefits are a combination of material and repair costs avoidances. The figures in the table escalate by the annual rate of 3% during the duration of the Project Term.

*** Non-Measured Capital Cost Avoidance Benefits figures in the table do not escalate during the duration of the Project Term.

**** Utility Rebates shown in the table above are not guaranteed. Fort Bend County must apply for these rebates. JCI shall assist Fort Bend County in the rebate application process.

***** Values are rounded to the nearest dollar.

Amend Section II with the following table:

Section II – Non-Measured Project Benefits

Total Project Non-Measured Benefits

Year	Non-Measured Benefits				
	Utility Cost Avoidance*	Operational Cost Avoidance**	Capital Cost Avoidance***	Utility Rebates****	Annual Project Benefits
1	\$39,960	\$117,824	\$704,000	\$159,788	\$1,021,572
2	\$40,315	\$121,359	\$704,000	\$0	\$865,674
3	\$40,682	\$124,999	\$704,000	\$0	\$869,681
4	\$41,059	\$128,749	\$704,000	\$0	\$873,808
5	\$41,448	\$132,612	\$704,000	\$0	\$878,059
6	\$41,848	\$136,590	\$704,000	\$0	\$882,438
7	\$43,103	\$140,688	\$704,000	\$0	\$887,791
8	\$44,396	\$144,908	\$704,000	\$0	\$893,305
9	\$45,728	\$149,256	\$704,000	\$0	\$898,984
10	\$47,100	\$153,733	\$704,000	\$0	\$904,833
11	\$48,513	\$158,345	\$704,000	\$0	\$910,858
12	\$49,968	\$163,096	\$704,000	\$0	\$917,064
13	\$51,468	\$167,989	\$704,000	\$0	\$923,456
14	\$53,012	\$173,028	\$704,000	\$0	\$930,040
15	\$54,602	\$178,219	\$704,000	\$0	\$936,821
16	\$56,240	\$183,566	\$704,000	\$0	\$943,806
17	\$57,927	\$189,073	\$704,000	\$0	\$951,000
18	\$59,665	\$194,745	\$704,000	\$0	\$958,410
19	\$61,455	\$200,587	\$704,000	\$0	\$966,042
20	\$63,299	\$206,605	\$704,000	\$0	\$973,903
Total	\$981,787	\$3,165,971	\$14,080,000	\$159,788	\$18,387,546

* The electrical consumption rate structure (\$/kWh) for Fort Bend County is fixed for through Performance Year 6 and will not escalate during that period. A detailed annual kWh rate for each building for each performance year can be found in Section IV of Schedule 2. Electrical demand (\$/kW) and natural gas (\$/therm) rates shall be escalated annually by the actual cost escalation, but such escalation shall be no less than the mutually agreed "floor" escalation rate of 3%.

** Non-Measured Operational Cost Avoidance Benefits figures in the table escalate by the annual rate of 3% during the duration of the Project Term.

*** Non-Measured Capital Cost Avoidance Benefits figures in the table do not escalate during the duration of the Project Term.

**** Utility Rebates shown in the table above are not guaranteed. Fort Bend County must apply for these rebates. JCI shall assist Fort Bend County in the rebate application process.

***** Values are rounded to the nearest dollar.

Amend “Total Non-Measured Capital Cost Avoidance” table in Section II with the following:

Section II - Total Non-Measured Capital Cost Avoidance

Fort Bend County and JCI agree that the equipment installed as part of this project alleviates the burden on the County to commit future capital dollars to those repairs and equipment replacements. As a result, Fort Bend County has agreed to contribute those future avoided capital costs to this project, in addition to the measured and non-measured savings included within the project. The table below is a summary of average annual capital costs avoided by the implementation of this project. The sum total of the annual capital cost avoidance, that Fort Bend has agreed to contribute to this project, is \$704,000. This value will not be escalated, annually, as it is an annual average over the life cycle of this project.

FIM No.	Description	Average Annual Capital Cost Avoidance
1.1	Lighting Controls	\$20,326
2.0	BAS Upgrades	\$91,069
3.0	DX Unit Replacements	\$182,822
3.5	Cooling Tower Replacement and Pump Upgrades	\$167,486
3.6	CRAC Replacement	\$9,993
3.8	Boiler Replacement	\$46,381
3.9	AHU Damper Replacement	\$45,923
6.0	Humidity Improvements East Jail Multizones	\$140,000
	Total	\$704,000

Customer agrees that the Non-Measured Project Benefits are reasonable, and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non- Measured Project Benefits.