

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SECOND AMENDMENT TO ADDENDUM TO PERFORMANCE CONTRACT

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, for the implementation of Facility Improvement Measures for the Customer on or about October 27, 2020 and as amended on August 13, 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 attached as Exhibit "A-2" and incorporated fully by reference.
2. **Limit of Appropriation.** JCI's fees shall be calculated at the rates set forth in the attached Exhibit A-2. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-2 is \$30,684.57. 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 Thirteen Million Two Hundred Sixty-Six Thousand Six Hundred Twenty-Six and 57/100 Dollars (\$13,266,626.57), authorized as follows:

\$12,919,799.00 under the Addendum to Performance Contract; and
\$316,143.00 under the Amendment to Addendum to Performance
Contract; and
\$30,684.57 under this Second Amendment to Addendum to Performance
Contract.

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

5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **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.
7. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

J. Allen Tipton
Authorized Agent – Signature

Date

J. Allen Tipton
Authorized Agent- Printed Name

ATTEST:

Project Delivery Manager
Title

Laura Richard, County Clerk

03/17/2025
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-2: JCI's Change Order

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EXHIBIT A-2

CHANGE PROPOSAL



Johnson Controls Inc
6175 Shamrock Ct
Dublin, Ohio 43017
614-555-1212

JCI Project Number	650026746		
PROJECT NAME	Fort Bend County Jail		
LOCATION OF WORK	1st Floor , all Floors		
CONTRACT NO.	4874949	CHANGE PROPOSAL NO.	4
REQUESTING PARTY	FBCJ Personnel	DATE OF REQUEST	10.31.2024
PROJECT MANAGER	Matt Robbins	CONTRACTOR	JCI
OWNER	Fort Bend	ENGINEER	JCI

CHANGE PROPOSAL OVERVIEW

DESCRIPTION OF CHANGES	quote covers the following: Program time to make changes to all devices in order to have a floor by floor operation, change smokes to heats at showers, delete devices from 911 dispatch area, and add a all evac button to the control room for emergency evacuation; Design time to reflect device changes, removal of 911 devices, and reconfigure the order of operation on the drawings for resubmit; 17 heat detectors for replacing smokes at showers; installer time to
REASON FOR CHANGE	Owner requested floor by floor opeartion, heats at showers, fewer devices in the 911 dispatch area; these items were approved my the fire marshal on site
SUPPORT & JUSTIFICATION DOCUMENTS	<i>Quotes attached</i>
SPECIFICATIONS	

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$0.00
NET INCREASE / DECREASE	\$30,684.57
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$30,684.57

CHANGE IN CONTRACT TIMES

ORIGINAL TIME IN DAYS	
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE IN DAYS	4
TOTAL CONTRACT TIME WITH APPROVED CHANGES	4

RECOMMENDED BY:		ACCEPTED BY:	
DATE:		DATE:	
REVIEWED BY:		APPROVED BY:	
DATE		DATE	

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form. The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved. This quotation is valid for 30 days.

PROJECT NAME	Fort Bend County Jail		
LOCATION OF WORK	1st Floor , all Floors		
CONTRACT NO.	4874949	CHANGE PROPOSAL NO.	4
		DESCRIPTION	SELL
GENERAL CONDITIONS			\$1,818.09
MATERIAL (INCLUDES SUNDry)			\$3,210.07
LABOR			\$19,535.88
DESIGN			\$6,120.52
SUBCONTRACTING			\$0.00
EQUIPMENT/RENTALS			\$0.00
FINANCIAL- SPECIAL CONDITIONS			\$0.00
		TOTAL	\$30,684.57
CONTRACTOR SIGNATURE		PROJECT MANAGER SIGNATURE	
DATE		DATE	

PAGE 3 DETAIL PRINTOUT - 48749494				
MATERIAL				
MATERIAL NAME	DESCRIPTION/PN	QTY	SELL/EA	SELL/EXT
City of Richmond Permit	FA Submittal	1	\$2,158.27	\$2,158.27
		0		
heat	4098-9733	17	\$61.87	\$1,051.80
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		0		
EXPEDITED SHIPPING/FREIGHT CHARG		0		
SUNDRY (SHIPPING, TRANSPORTATION, USE-TAX)				\$0.00
LABOR		QTY	EXTENDED PRICE	
COMM / TECH		60		\$13,467.63
INSTALLATION		32		\$3,060.49
PROJ MGMT		12		\$3,007.77
PV/ASSOCIATE PM		0		
SPECIFIC PROD TRAINING		0		
PREP/FAB		0		
DESIGN		QTY		EXTENDED PRICE
Design		16		\$2,841.67
CAD		24		\$3,278.85
Third party designer		0		
SUB- PE Stamp		0		
Filing Fees		0		
Consumables		0		
Outside printing service		0		
As-built's / Manuals non-labor costs		0		
CONTRACTOR SIGNATURE		PROJECT MANAGER SIGNATURE		
DATE		DATE		

Johnson Controls Fire Protection
8323 N Eldridge Pkwy STE 120
Houston, TX 77041

Tele:281-671-3300
Fax:281-671-3347



Proposal details for change order dated 10.31.2024

quote covers the following:

Program time to make changes to all devices in order to have a floor by floor operation, change smokes to heats at showers, delete devices from 911 dispatch area, and add a all evac button to the control room for emergency evacuation;

Design time to reflect device changes, removal of 911 devices, and reconfigure the order of operation on the drawings for resubmit;

17 heat detectors for replacing smokes at showers;

installer time to remove the devices from 911 area and replace smokes with heats at showers;

resubmittal and permit fees

Matt Robbins

Project Manager
Johnson Controls
Mobile 346-410-6571
Matthew.scott.robbins@jci.com