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#25010501 & #25010502

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 county wide HVAC maintenance services, utilizing the Interlocal Purchasing System ("TIPS") Contract Nos. 25010501 & 25010502; 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 Quote Terms and Conditions (dated April 10, 2025); and

WHEREAS, the Parties agree that this Addendum and the Proposal Quote 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 HVAC maintenance services (the “Services”), utilizing the Interlocal Purchasing System (“TIPS”) Contract Nos. 25010501 & 25010502, as described in the Proposal Quote Terms and Conditions, dated April 10, 2025, 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 one year 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-Nine Thousand, Three Hundred Fourteen dollars and 00/100 cents (\$59,314.00). 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 Nos. 25010501 & 25010502, 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 Quote/Terms and Conditions

EXHIBIT A



FORT BEND COUNTY MULTIPLE LOCATIONS

Proposed Maintenance Agreement

Date:
5/7/2025

Proposal Number:
P02625

Prepared for:
FORT BEND

Prepared by:
Royce Duckworth & Victor Garcia
281-481-0700





Comfort Maintenance Agreement For Environmental Systems

Company

Star Service Inc
7425 Major Street
Houston, TX 77061

Ph: 281-481-0700

Fax: 281-481-8650

Proposal Date: 5/7/2025

Proposal Number: P02625

Agreement Number:

Contractor License: TACLA 113893C / TECL 35950 / MPL 43385

Bill To Identity	Agreement Location
FORT BEND COUNTY	FORT BEND COUNTY
Attn:	Attn:

Star Service Inc will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Comfort **SCHEDULES:** *Equipment Schedule


Agreement coverage will commence on.

The Agreement price is \$59,314.00 per year, installments of \$59,314.00 per Annual beginning on the effective date of .

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

This Agreement is the property of Star Service Inc and is provided for Customer's use only. Star Service Inc guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor


Signature (Authorized Representative)

Royce Duckworth & Victor Garcia

Name (Print/ Type)

281-481-0700

Phone

3/25/2025

P02625

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



Comfort Program

This Agreement is designed to provide the Customer with an ongoing maintenance agreement. This Agreement will be initiated, scheduled, administered, monitored and updated by the Service Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Contractor's own experience. The Customer is informed of the Agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT)

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan operation; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s).

INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

ANNUAL CLEANING condenser coil; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

ALIGNING belt drives; drive couplings; coil fins.

CALIBRATING safety controls; temperature and pressure controls.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

ADJUSTING belt tension; super heat; fan operation; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.



Exclusions

Repairs to the Covered Equipment, the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates in addition to vehicle and other related service charges then in effect.

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, piping or isolation valves more than 36 inches from HVAC equipment, any hot water/chilled water piping, wiring or insulation more than 36 inches from HVAC equipment, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork

Clarifications

Customer shall permit Service Contractor free and timely access to areas and the Covered Equipment, and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

All normal service and maintenance will be performed during Service Contractor's normal business hours. Should the Customer require service during a time other than during Service Contractor's normal business hours; the Customer shall pay the Service Contractor the additional overtime portion of the normal service rates. Normal overtime is time and one half or the normal service rates times 1.5. Holidays and Sundays are double time.

The Customer will be responsible for any price increases that the Service Contractor incurs as a result of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event the Service Contractor incurs any such tariff-related price increase, the Customer will issue a change order to the Service Contractor to adjust the contract price to reflect the tariff-related price increase.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged (or to the extent permissible by law) if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.



Comfort Terms and Conditions

Throughout this Agreement:

FORT Bend Justice center shall be known as the Customer.

Star Service Inc shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Inventory of Equipment (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates in addition to vehicle and other related service charges.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates in addition to vehicle and other related service charges.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of delays, misuse by the Customer, or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection within fifteen (15) days of its receipt of such invoice, and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be



deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes. The prices in this Agreement do not include any costs associated with using any invoicing software, portals or services required by the Customer or of any requirement by the Customer for the Service Contractor to procure additional insurance or higher limits of insurance than are typically carried by the Service Contractor, and to the extent there are any costs incurred by the Service Contractor to comply with such requirements, the Customer agrees to reimburse the Service Contractor for such costs. The Customer further agrees to pay finance charges of 1½ % per month for invoices not paid within 30 days of the invoice date. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement and any other Agreement between the Service Contractor and the Customer until such time as the Customer's account is brought current; and (2) the Customer agrees to reimburse the Service Contractor for any and all costs of collection of the outstanding balance, including but not limited to the Service Contractor's attorneys' fees, expert fees, court costs and any other legal expenses that the Service Contractor incurs, even if the costs of collection exceed the outstanding balance. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in the county in which Service Contractor's home office is located and this Agreement shall be governed and interpreted by the laws of the state in which Service Contractor's home office is located, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE, AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer agrees to pay for such services at the Service Contractor's current service rates in addition to vehicle and other related service charges. Loss of time or productivity due to unexpected events that may restrict or limit access to the Covered Equipment, associated equipment or components shall be invoiced at the current service rates in addition to vehicle and other related service charges. The fees and surcharges set forth in this Agreement are estimates based on the market conditions at the time that this Agreement was entered. Service Contractor will use reasonable efforts to maintain the fees and surcharges as estimated in this Agreement. However, due to severe fluctuations in material, equipment and fuel costs, Service Contractor reserves its right to modify the fees and surcharges during the term of the Agreement with regard to any services rendered for the Customer, other than those services specified in the Program.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. The Customer and the Service Contractor agree that the Term or any renewal term thereafter shall automatically renew for a one- year period ("Renewal Term") under the same terms and conditions of the Agreement, and subject to adjustment at the commencement of each Renewal Term to reflect increases in labor, material and other costs, unless the Agreement is terminated in writing by either the Customer or the Service Contractor no less than thirty (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor and/or vehicle and other related service charges for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing.

The Service Contractor's liability hereunder shall not exceed the annual cost of this Agreement, except in the event where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no further obligations to repair or replace work performed during the Term, and Customer shall be responsible for maintaining the Covered Equipment upon the termination of this Agreement or the



expiration of the Term, whichever occurs first. Any warranty of the materials, parts and equipment installed by Service Contractor shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Service 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 the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Service Contractor. Further and notwithstanding the preceding sentence, the Service Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

The Customer and the Service Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing and cost of the services under the Agreement.

The Customer and the Service Contractor agree that: (1) the Customer and the Service Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Service Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Service Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Service Contractor's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Service Contractor shall be entitled to adjustments to the schedule and/or the prices under the Agreement, provided the Service Contractor notifies the Customer within a reasonable period of time after the Service Contractor learns of the delay, suspension and/or effect.

Your Mechanical Investment

Asset Maintenance Schedule

Assets

Qty	Unit Desc.	Type	Spring	Summer	Fall	Winter	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	CH 1	CHLR-CNTFGL	0	0	0	0	1	0	0
1	CH2	CHLR-CNTFGL	0	0	0	0	1	0	0
1	CH3	CHLR-CNTFGL	0	0	0	0	1	0	0

Asset Maintenance Schedule

Assets

Qty	Unit Desc.	Type	Spring	Summer	Fall	Winter	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	FB1	CHLR-CNTFGL	0	0	0	0	1	0	0
1	FB2	CHLR-CNTFGL	0	0	0	0	1	0	0

Asset Maintenance Schedule

Assets

Qty	Unit Desc.	Type	Spring	Summer	Fall	Winter	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	York 001	CHLR-CNTFGL	0	0	0	0	1	0	0
1	York 002	CHLR-CNTFGL	0	0	0	0	1	0	0

Asset Maintenance Schedule

Domestic Boiler

Qty	Unit Desc.	Type	Spring	Summer	Fall	Winter	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	BLR 001	BLR-GAS-HW	0	0	1	0	0	0	0
1	BLR 002	BLR-GAS-HW	0	0	1	0	0	0	0
1	BLR 003	BLR-GAS-HW	0	0	1	0	0	0	0
1	BLR 004	BLR-GAS-HW	0	0	1	0	0	0	0
1	BLR 005	BLR-GAS-HW	0	0	1	0	0	0	0
1	BLR 006	BLR-GAS-HW	0	0	1	0	0	0	0



Asset Maintenance Schedule

Building Boiler

Qty	Unit Desc.	Type	Spring	Summer	Fall	Winter	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	BLR 001	BLR-GAS-HW	0	0	1	0	0	0	0

Inventory of Equipment

Assets

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Price \$
1	CH 1	York	YKEQEPQ6CPGS	03522882000	200 Ton	Justic Center	\$6,153.67
1	CH2	York	YKEQEPQ6CPGS		200 Ton	Justic Center	\$6,153.67
1	CH3	York	YKEQEPQ6CPGS		200 Ton	Justic Center	\$6,153.67

Inventory of Equipment

Assets

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Price \$
1	FB1	Carrier	19XRV3737337K BH64	76034	300 Ton	Fort Bend Jail East chiller	\$5,897.5
1	FB2	Carrier	19XRV3737337K BH64	76035	300 Ton	Fort Bend Jail East chiller	\$5,897.5

Inventory of Equipment

Assets

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Price \$
1	York 001	York	YMC2	SCEM-752450	300 Ton	York Mechanical room	\$6,154.00
1	York 002	York	YMC2	SCEM-752580	300 Ton	York Mechanical room	\$6,154.00

Inventory of Equipment

Domestic Boiler

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Price \$
1	BLR 001	Conquest	80 L 130A-GCML	F008875	24 MBTU	Fort Bend County Jail - West Tower	\$2,755.8
1	BLR 002	Conquest	80 L 130A-GCML	F003337	24 MBTU	Fort Bend County Jail - West Tower	\$2,755.8
1	BLR 003	Conquest	80 L 130A-GCML	F009836	24 MBTU	Fort Bend County Jail - West Tower	\$2,755.8
1	BLR 004	Conquest	80 L 130A-GCML	F008875	24 MBTU	Fort Bend County Jail - West Tower	\$2,755.8
1	BLR 005	AquaPLEX	100 L 225A-PVX	F023523	30 MBTU	Fort bend County Jail - East Tower	\$2,755.8
1	BLR 006	AquaPLEX	100 L 225A-PVX	F010417	30 MBTU	Fort bend County Jail - East Tower	\$2,755.8



Inventory of Equipment

Domestic Boiler

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Price \$
1	BLR 001	RBI	FB500	120748252		Sienna Tax Office	\$2,971.00

Tasking

CENTRIFUGAL CHILLERS

Annual PM on (3) York YK Centrifugal Chillers

ANNUAL

- Leak check machine with electronic detector. Report all leaks to Fort Bend Maintenance
- Complete visual inspection of system
- Record and log micro processor display in current running conditions
- Check condition of chiller starter contacts for wear, pitting, etc.
- Verify and record delta pressure and temperature across all ex-changers
- Check operation of vane positioner.
- Check Operation of Lubrication System, Oil Pressure, Oil Pump
- Check and calibrate safety controls.
- Inspection overloads, manually trip mechanical types, verify settings on electronics.
- Check Purge System Operations if applicable
- Perform detailed inspection of purge system and thorough cleaning of purge components if applicable
- Meg compressor motor and oil pump motor. Record readings.
- Clean oil strainer.
- Tighten oil heater leads.
- Change compressor oil as required.
- Collect oil sample for analyzing reporting results to Fort Bend Maintenance upon receiving
- Replace oil filters
- Collect Refrigerant sample for analyzing reporting results to Fort Bend Maintenance upon receiving
- Replace Refrigerant Dryer
- Brush heat ex changer tubes on condenser and inspect tube sheet with new gaskets going back upon assemble
- Back flush or brush heat ex-changer
- Complete start up after Annual, record and log machine in current running conditions
- Record all delta temperature and pressures across all ex-changers.
- Verify oil levels



DOMESTIC BOILERS
PREVENTATIVE MAINTENANCE TASK LIST
(As applicable per equipment schedule)

Services:

- Inspect refractory, if applicable
- Check water column sight glass, if applicable
- Check fire inspection glass
- Check operation of blow down valve
- Check burner fan wheel and air dampers
- Check flame safeguard scanner
- Check and adjust ignition electrodes, if applicable
- Check all burner linkages for excessive wear, if applicable
- Adjust and tighten all linkage set screws
- Lubricate motor and shaft bearings, if applicable
- Examine the appliance venting system
- Tank Flush and cleanout
- Carbon filter media replacement
- All associated parts and labor for properly cleaning the heat exchanger
- Check gas valves for leakage (where applicable)
- Start burner and check operation of flame safeguard control
- Check operation of modulating motor
- Check operation of low water cutoff and feed control (s)
- Check settings and test all operating and limit controls including safety relief valves
- Check auxiliary equipment operation
- Check operating and safety controls
- Perform combustion test and adjust burner for maximum efficiency
- Log all operating conditions
- Review operating procedures and owners log with boiler operator
- Certain items listed above may not be performed during operating inspections.



BUILDING BOILER
PREVENTATIVE MAINTENANCE TASK LIST
(As applicable per equipment schedule)

Services:

- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.
- Opening the boiler fireside and inspecting the refractory on the rear door, front inner door, throat, and liner.
- Brushing the boiler tubes and furnace tube, if necessary.
- Opening the waterside, low water cut-offs, blowdown and feedwater inlet to wash out all mud & loose scale.
- Rodding out the boiler cut-off connections, if necessary.
- Installing new low water cut-off gasket.
- Installing new plugs in boiler connections if necessary.
- Inspecting the burners, including the tightening, and lubricating all linkages.
- Check for any worn linkage ball joints.
- Cleaning the burner air damper.
- Inspecting the pilot and adjusting the ignition electrode arc gap.
- All associated Heat exchanger cleaning services.
- Removing the Lock Out/Tag out from the boiler.
- Firing the boiler and bringing it up to pressure.
- Tuning and adjusting the burner on natural gas and fuel oil using electronic analyzer to achieve lowest combustion emissions and maximum efficiency.
- Testing all safety limits for proper operation.
- Verify Operation and Log Conditions.



CENTRIFUGAL CHILLERS

Annual PM on (2) Carrier 19XV Centrifugal Chillers

ANNUAL

- Record and log micro display in current running conditions
- Leak check machine with electronic detector. Report all leaks to Fort Bend Maintenance
- Inspect VSD cabinet and components
- Clean VSD cabinet and cooling system
- Confirm torque on all VSD high and low voltage terminations
- Verify and record delta pressure and temperature across all ex-changers
- Verify operation of vane positioner
- Verify operations of lubrication system, oil pressure, oil pump
- Verify and calibrate safety controls
- Replace oil filter
- Replace oil reclaim filter
- Replace refrigerant dryer
- Collect oil sample for analyst and inform Fort Bend Maintenance upon receiving
- Collect refrigerant sample for analyst and inform Fort Bend Maintenance upon receiving
- Remove condenser head and brush tubes with new gasket upon reassemble
- Verify and tighten electrical connections in controls cabinet
- Meg compressor motor and report findings to Fort Bend Maintenance
- Start up unit and observe system at current running conditions
- Verify delta pressure and temperature on all ex-changers
- Log machine post annual

Inform status of machine to Fort Bend Maintenance upon completion



Annual PM on (2) York YMC Centrifugal Chillers

ANNUAL

- Leak check machine with electronic detector. Report all leaks to Fort Bend Maintenance
- Record and log micro processor display in current running conditions
- Confirm torque on all VSD high and low voltage terminations
- Verify and record delta pressure and temperature across all ex-changers
- Check operation of vane positioner.
- Check Operation of Lubrication System, Oil Pressure, Oil Pump
- Check and calibrate safety controls.
- Inspection overloads, manually trip mechanical types, verify settings on electronics.
- Verify temperature of Magnetic bearing drive for possible ware and vibration drive issue
- Check Purge System Operations
- Perform detailed inspection of purge system and thorough cleaning of purge components if applicable.
- Meg compressor motor and oil pump motor. Record readings.
- Clean oil strainer.
- Tighten oil heater leads.
- Change compressor oil as required.
- Service VSD system,function and log readings
- Remove and replace inhibitor on VSD
- Collect oil sample for analyzing reporting results to Fort Bend Maintenance upon receiving
- Replace oil filters
- Collect Refrigerant sample for analyzing reporting results to Fort Bend Maintenance upon receiving
- Replace Refrigerant Dryer
- Brush heat ex changer tubes on condenser and inspect tube sheet with new gaskets going back upon assemble
- Back flush or brush heat ex-changer
- Complete start up after Annual,record and log machine in current running conditions
- Record all delta temperature and pressures across all ex-changers.
- Verify oil levels