

STATE OF TEXAS §
COUNTY OF FORT BEND §

ADDENDUM TO PROPOSAL AGREEMENT TERMS AND CONDITIONS
TIPS #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 a replacement chiller for the Fort Bend County Jail and a rental chiller until the replacement work is completed, (the "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 Proposals, Terms, and Conditions (dated June 17, 2025 and June 26, 2025); and

WHEREAS, the Parties agree that this Addendum and the Proposals, 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Service.** (a) Contractor shall provide to County the Services, utilizing the Interlocal Purchasing System (“TIPS”) Contract Nos. 25010501 & 25010502, as described in the Proposals, dated June 17, 2025 and June 26, 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 \$432,878.00 for the cost of the replacement chiller and \$98,150.00 for a five month rental of a chiller until the replacement chiller is full installed for a total of Five Hundred Thirty-One Thousand, Twenty-Eight dollars and 00/100 cents (\$531,028.00). 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

Doug Fischer
Authorized Agent – Signature

Date

Doug Fischer
Authorized Agent- Printed Name

ATTEST:

President
Title

Laura Richard, County Clerk

July 22, 2025
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



Fort Bend County Jail

Chiller Replacement Project – East Plant Chiller # 1

Proposed Project Agreement

New Johnson Controls Magnetic Bearing Chiller

Date:

6/17/2025

Proposal Number:

P19507-DCVG060825-A

Prepared for:

Fort Bend County Jail
1410 Williams Way Boulevard
Richmond, Texas 77469

Prepared by:

Daniel Capone/Victor Garcia
281-818-0772



PROJECT PROPOSAL

Company

Star Service Houston
7425 Major St
Houston, TX 77061

Ph: 281-818-0772 Fax: 281-481-8650

Proposal Date: 6/17/2025

Proposal Number: P19507-DCVG060825-A

Agreement Number:

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

Bill To Identity

Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Agreement Location

Fort Bend County Jail
1410 Williams Way Boulevard
Richmond, Texas 77469

**This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC
Contract's # 25010501 & 25010502**

Star Service Houston, a Fidelity Building Services Group Company, is pleased to submit our proposal for:

Fort Bend County Jail – East Chiller Plant - Chiller # 1 Replacement Project

New Johnson Controls Magnetic Bearing Chiller

Scope of Work

Provide the necessary crane, rigging & trucking throughout the project timeline

- Perform lockout/tagout to high voltage electric following NFPA70E requirements
- Perform lockout/tagout of chilled water make-up, supply & return chilled water piping following OSHA's **Hazardous Energy** (29 CFR 1910.147) requirements
- Disconnect high voltage & low voltage conduits from existing chiller back to J-Boxes
- Disconnect low voltage BAS wiring at existing chiller
- Disconnect supply & return chilled water piping back to existing isolation valves
- Removal of existing Carrier chiller & dispose per EPA regulated guidelines

Chiller # 1

- Provide & Install One (1) New JCI YMC2 - Magnetic Bearing Water Cooled Chiller built with the following features:
 - 460 volt – 3-Phase – 60 Hertz
 - 300 Nominal Tons of Cooling
 - Magnetic Bearing Compressor
 - Unit Mounted (VFD) Variable Frequency Drive
 - Harmonic Filter
 - 513A Refrigerant
 - 2-Pass Evaporator / 2-Pass Condenser
 - Isolation Valve Package
 - ¾ Inch Evaporator Insulation
 - 1" Neoprene Isolation Pads
 - Factory Installed - BACnet Communications Module
 - **See Attached Performance / Data Sheet**



Installation

- Provide & Install One (1) New Honeywell R513A Refrigerant Monitor Model # 301EM with new sensor
- Provide and install the necessary new welded piping/fittings required to reconnect existing chilled water & condenser water piping using schedule 40 welded black pipe (Welded piping will be performed by licensed certified welders)
- Provide & Install the required water specialties including Drain Valves, Air Bleeders, Peets Plugs & Thermometers
- Provide & Install the required new piping hangers/stands to properly support new piping as required
- Perform hydro static pressure test of new piping & fittings
- Flush & passivate new piping & fittings
- Fill chilled water loop & bleed air from new piping
- Provide & Install the necessary new matching pipe insulation on new piping, valves, fittings & disturbed areas
- Provide the necessary high voltage / low voltage conduits, liquid tight, electrical fittings, clamps & electrical wire to reconnect main high voltage / low voltage wiring from J-boxes to new chiller & refrigerant monitor
- Reconnect existing building automation control wires at new chiller
- Provide the necessary BAS software / graphics programing required
- Remove lockout/tagouts
- Johnson Controls Factory Start-Up on new chiller
- Verify operation of new chiller & overhaul chilled water system
- Perform the necessary fine tuning of the chiller controls to maximize chiller efficiency's
- Clean-up work area's daily
- All work to be performed during **"Normal Working Hours"**
- 1-Year Parts & Labor Warranty Including Refrigerant

Lead Time – 15-16 Weeks From Johnson Controls Factory

Exclusions:

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

Base Bid

Total Investment Required to Implement the Proposed Solution:

.....\$ 420,882.00

Four Hundred Twenty Thousand Eight Hundred Eighty-Two Dollars & 00/100

(Plus, all applicable taxes)

Option # 1 – 5-Year Johnson Controls Parts & Labor Warranty

Add to Base Bid Above\$ 11,996.00

Option # 2 – 10 -Year Johnson Controls Parts & Labor Warranty

Add to Base Bid Above\$ 30,943.00

Quote valid for 15 days

Progress Billing / Schedule of Values

30% - Mobilization / Materials Billed Upon Acceptance of Project

60% - 50% of Project Completion

90% - 100% Upon Completion of Project

10% - Upon Final Acceptance from Fort Bend County

Please let me know if you have any questions.

Thank you,

Daniel Capone/Victor Garcia



Fort Bend County

Updated Rental Chiller Project

Proposed Project Agreement

Date:

6/26/2025

Proposal Number:

P19000-DCVG052525

Prepared for:

Fort Bend County Jail
1410 Williams Way Boulevard
Richmond, Texas 77469

Prepared by:

Daniel Capone
281-818-0772



PROJECT PROPOSAL

Company

Star Service Houston
7425 Major St
Houston, TX 77061

Ph: 281-818-0772 Fax: 281-481-8650

Proposal Date: 6/26/2025

Proposal Number: P19000-DCVG052525

Agreement Number:

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

Bill To Identity

Fort Bend County
301 Jackson St
Richmond, Texas 77469

Agreement Location

Fort Bend County Jail
1410 Williams Way Boulevard
Richmond, Texas 77469

**This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC
Contract's # 25010501 & 25010502**

Star Service Houston, a Fidelity Building Services Group Company, is pleased to submit our proposal for

Scope of Work

Provide the necessary trucking, rigging required throughout project timeline

- Provide One (1) 300-Ton Air Cooled Screw Chiller
- Provide & Install temporary pipe fittings, pipe flanges required for connection to existing chilled water piping
- Provide & Install temporary high voltage electrical cables, chilled water & condenser water hoses required to hook-up the rental chiller
- Perform start-up on rental chiller & perform maintenance during entire rental period
- After rental is complete, we will disconnect temporary high voltage cables & water hoses
- Clean up work area
- Price of this proposal represents **(30) Days of Rental Starting on May 25, 2025** Including set-up, breakdown, trucking to & from the yard
- All work will be performed during **"Normal & Overtime Working Hours"**

Equipment is being used to supplement chilled water.

Description of Equipment

- 300 -Ton Air Cooled Chiller & Trailer
- On-Board Chilled Water Pump
- Flanges, Pipe Fittings, Water Hoses & Electrical Cables

Exclusions

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

Total Investment Required to Implement the Proposed Solution Above:

.....\$ 32,486.00

Thirty-Two Thousand Four Hundred Eighty-Six Dollars & 00/100

(Plus, all applicable taxes)

Recurring Monthly Charges after the initial 30 days listed above for the Rental Equipment On Site

Recurring 30 Day Billing Rate.....\$ 19,630.00 per month

Thank You