

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO STAR SERVICE, INC.'S PROPOSAL

THIS ADDENDUM (“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 Texas Local Government Code § 262.011(d), and Star Service, Inc. (“Contractor”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WHEREAS, the parties have executed and accepted Star Service, Inc.’s Proposal #P24508, (the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference, for the replacement of a domestic water booster system; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Service.** Contractor shall provide to County parts and services for the replacement of a domestic water booster system as described in Contractor’s Proposal (also labeled “Service Estimate”), attached as Exhibit A and incorporated by reference.
2. **Cooperative Purchasing.** Contractor shall provide products and/or services in accordance with The Interlocal Purchasing System (TIPS) RFP 250105 Part 1 (25010501) and 250105 Part 2 (25010502) for Comprehensive HVAC, which are incorporated fully by reference.
3. **Payment; Non-appropriation.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes.
4. **Taxes.** A copy of a tax-exempt certificate will be furnished upon request. 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.

5. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-One Thousand, Six Hundred Five and 40/100 dollars (\$51,605.40), specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-One Thousand, Six Hundred Five and 40/100 dollars (\$51,605.40). In no event will the amount paid by the County for all product and/or services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **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.
7. **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 for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 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 § 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 § 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 §2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in §2274.001(6) and (7) of the Texas Government Code.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
 11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, 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.
 12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls.
 13. **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 nondrafting party.
 14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
 15. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
17. **Termination.** County may terminate this Agreement at any time upon thirty (30) days written notice. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.
18. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
19. **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 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 attachments and 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

DOUG FISCHER

Authorized Agent- Printed Name

PRESIDENT

Title

9/19/25

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: Star Service, Inc.'s Proposal #P24508

Exhibit A



Service Estimate

Company

Star Service Houston
7425 Major St
Houston, TX 77061
Ph: 832-982-4596

Fax: 281-481-8650

Proposal Date: 9/4/2025
Proposal Number: P24508
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
301 Jackson Street
Richmond, Texas 77469

Star Service Houston, a Fidelity Building Services Group Company, is pleased to submit our proposal to Fort Bend County to replace the domestic water booster system at 301 Jackson Street.

This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC Contracts # 25010501,25010502

OUR PROPOSED SCOPE OF WORK INCLUDES:

- Arrive at jobsite after hours
- Shut down and drain the domestic water system
- Lockout/tagout of high voltage electrical following NFPA70E requirements
- Demo the existing domestic water pump system
- Install new VC Systems 5HP Duplex PMC Series Booster Package 460/60/3 with Variable Speed Drives and 79-gallon bladder tank
- Demo the existing wiring, whip & dispose
- Provide and install new overhead electrical supply (EMT) with wires and new whip
- Provide and install new 30amp breaker
- Reconnect high/low voltage to pump skid
- Remove lockout/tagout
- Verify electrical voltage
- Restore water service to building and assist with purging air from system
- Cleanup work area
- Provide customer with service report
- Haul off all old materials/equipment

EXCLUSIONS:

- Any repairs outside the above scope of work
- Expedited shipping unless noted in the above scope of work

YOUR INVESTMENT FOR THIS SCOPE OF WORK\$51,605.40

This proposal is valid for a period of fifteen (15) days, and if not accepted within that time frame, it shall be automatically rescinded, and any replacement proposal may be subject to increased costs. Upon execution as provided below, this agreement shall become a



binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

Service Contractor

Customer

Signature (Authorized Representative)
Rick Riese

Name (Print/ Type)
832-982-4596

Phone
9/4/2025 P24508

Date Proposal #

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#



Terms and Conditions

Throughout this Agreement:

Fort Bend County shall be known as the Customer.

Star Service Houston 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 will perform the work enumerated in the Agreement (the "Work") in accordance with the terms and conditions of the 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 Work 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. 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 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.



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.

The Service Contractor's liability hereunder shall not exceed the price of the Work as set forth in this Agreement. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. Unless a different warranty period is referenced elsewhere in the Agreement, the Service Contractor agrees to either repair or replace any defects in the Work that arises within thirty (30) days of Service Contractor's substantial completion of the Work. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. 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.