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STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:
§

SECOND AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP – 11-068

THIS SECOND AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, (collectively, the "Agreement") and a First Amendment dated October 4, 2011, (collectively, the "First Amendment") attached hereto as Exhibit A & B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2012 and shall terminate on September 30, 2013. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Second Amendment and the Agreement and any prior amendments, the provisions of this Second Amendment shall prevail.

This Second Amendment shall become effective upon execution of County.

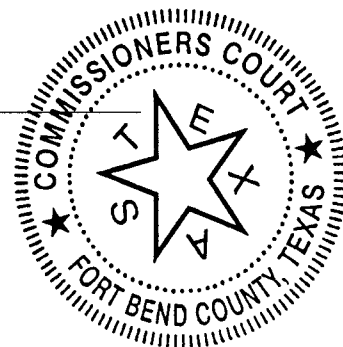
FORT BEND COUNTY:
By: *Robert E. Hebert*
Robert E. Hebert, County Judge

FIVE STAR FOOD SERVICES, INC.:
By: *Cosmo Parisi*
Cosmo Parisi, VP

Date: 8-7-2012

Date: 7/31/12

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MOMENTUM INSURANCE AGENCY/BUSH INSURANCE AGENCY 14905 SOUTHWEST FWY STE 223 SUGAR LAND, TX 77478		CONTACT NAME: JOSHUA BUSH PHONE [A/C, No, Ext]: 281-207-5074 FAX [A/C, No]: E-MAIL ADDRESS: JOSHUBUSH@SBCGLOBAL.NET PRODUCER CUSTOMER ID #:	
INSURED FIVE STAR FOOD SERVICES INC. 10135 STAFFORD CENTRE DR STAFFORD TX 77477		INSURER(S) AFFORDING COVERAGE INSURER A : THE HARTFORD INSURER B : AMERICA FIRST INSURER C : TEXAS MUTUAL INSURANCE COMPANY INSURER D : INSURER E : INSURER F :	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		61SBAPA7341	04/02/2012	04/02/2013	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 50,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA6256359	04/02/2012	04/02/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$ 1,000,000
						BODILY INJURY (Per accident)	\$ 1,000,000
						PROPERTY DAMAGE (Per accident)	\$ 1,000,000
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		SX80041008	04/02/2012	04/02/2013	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	TSF-0001174672	11/18/2011	11/18/2012	WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FT. BEND COUNTY PURCHASING 301 JACKSON ST SUITE 201 RICHMOND TX 77469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT
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