

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO ADDENDUM TO PERFORMANCE CONTRACT
 (SOURCEWELL CONTRACT #070121-JHN)**

This Second Amendment to Addendum to Performance Contract ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Johnson Controls, Inc. ("JCI"), a Texas corporation; hereinafter referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties previously entered into the Addendum to Performance Contract, pursuant to Sourcewell Contract #070121-JHN, for the implementation of Facility Improvement Measures for the Customer on or about August 22, 2023 and as amended on June 11, 2024, (the "Agreement"), which is incorporated fully by reference for all purposes. County and JCI desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Work.** JCI shall provide additional product and/or services as described in JCI's Change Order, dated November 7, 2024, attached as Exhibit "A-2" and incorporated fully by reference; and in accordance with the requirements of Sourcewell Contract #070121-JHN.
2. **Limit of Appropriation.** JCI's fees shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-1 is \$2,560,844.00. The Limit of Appropriation payable to JCI for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$14,821,436.00, authorized as follows:

\$11,380,840.00 under the Addendum to Performance Contract; and
 \$879,752.00 under the First Amendment to Addendum to Performance Contract; and
 \$2,560,844.00 under this Second Amendment to Addendum to Performance Contract.

In no case shall the amount paid by County for all product and/or services under the Addendum to Performance Contract and this Amendment to Addendum to Performance Contract exceed the above Limit of Appropriation without an agreement executed by the Parties.

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

4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **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.

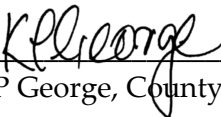
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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibit hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both Parties.

FORT BEND COUNTY

JOHNSON CONTROLS, INC.



KP George, County Judge



Authorized Agent – Signature

December 18, 2024

Gary Lindsay

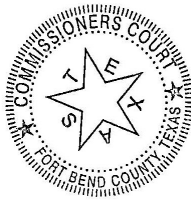
Date *Approved by Commissioners Court on 12/17/2024*

Authorized Agent- Printed Name

ATTEST:



Laura Richard, County Clerk



Director, Project Delivery

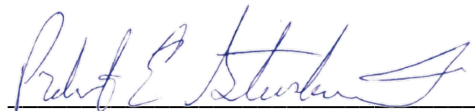
Title

12/9/2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$14,821,436.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A-1: JCI's Change Order, dated November 7, 2024

i:\agreements\2025 agreements\facilities\johnson controls inc. (23-fac-100977-a2)\second amendment to addendum to performance contract (23-fac-100977-a2).docx bo

EXHIBIT A-2

CHANGE ORDER

| | | |
|---|---------------------------------|------------------|
| Perforance Contract dated July 11, 2024, between Johnson Controls, Inc and FORT BOND COUNTY | Change Order 001 | Date 00000000 |
| Customer FORT BOND COUNTY | Sourcecell Contract 00000000J00 | |

The above referenced Perforance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the FORT BOND COUNTY ORDERS section thereof.

Scope of or changes as follows:

The Scope of or the Schedule of the Perforance Contract dated 00000000 remains as originally signed except for the changes made per Change Order 001 approved by Commissioner's Court on 6/11/2024 and additions described below and detailed in the attachments herein.

The additional scope of or includes Air Handler Modification to the Fort Bond County Jail located at 00000 Ricc and Parway, Ricc and, The 00000000 below is a summary of the additional scope of or:

FIM 6.0: Modify 16 Multizone Units.

Scope of or SIT 0000 MMLTI 0000 MCMCICL MODIFICATION S

- Repair/Replace dampers in 16 Multizone AHU's (AHU 0000 00000000)

Scope of or SIT 0000 MMLTI 0000 ELECTRICAL MODIFICATION S

- Remove existing starters
- New VFD's will be installed (typical of 32). See attached schedule for 00000000 tag and VFD Size

Scope of or SIT 0000 MMLTI 0000 CONTROLS MODIFICATION S

- Existing Control panel will be replaced with new controller expansion module will be installed to accommodate sequencing per engineering drawings provided as part of this scope
- New Wiring from control panel to new VFD's and new DPS will be installed
- All Systems will be operationally verified at completion of installation to ensure proper operation

Details on the scope changes, along with the amended added contract language, can be found in **Attachment 1**

Payment Terms: Shall remain unchanged and adhere to Schedule of the Perforance Contract dated 00000000

| | |
|--|---|
| Total amount of this Change Order | \$ \$, \$ \$, \$ \$ \$ \$ |
| | |
| Total Performance Contract amount as revised by this Change Order | \$ \$, \$ \$, \$ \$ \$ \$ |
| | |
| The time for completion is <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input checked="" type="checkbox"/> unchanged The new completion date resulting from this Change Order is | Unchanged per section of the original agreement |
| | |
| <input checked="" type="checkbox"/> Recalculate assured Performance Guarantee changed as follows The assured Performance Schedule of the Performance Contract dated , as amended by Change Order , dated remains as originally signed except for the changes and additions described below and detailed in the attachments Inclusion of the above change order scope will result in increased Projects benefits (savings or cost avoidances). In total, the Capital Cost avoidance has increased the Project benefits by \$ \$, \$ \$, \$ \$ over the term of the Performance Contract below is a summary of the changes to assured Performance Guarantee Schedule of the Performance Contract dated <ul style="list-style-type: none">ends Total Project benefits of easured and non-easured to include the additional savings associated with the change order scope of | |
| | |
| Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect | |
| JOSSO CONTROLS, INC | CUSTOMER REPORT AND COMMENT |
| Signature  | Signature |
| Printed name Gary Lindsay | Printed name P George |
| Title Director, Project Delivery | Title Port End County Judge |

Attachment 1: Scope of Work

The following changes apply to Scedale of the Performance Contract dated 00000000

FIM 6.0: Humidity Improvements to East Jail Multizones

General

This FIM seeks to best address humidity issues in the intake areas. These areas are served by a face and bypass diffuser unit. To address this, the existing units will be converted to a single zone VAV unit. The control sequences will be implemented.

Table 6.1 Equipment Table

| AHU Tag | Number of Zones | Design CFM | Min. Design CFM | OA CFM | Associated Exhaust Fan | Exhaust Fan CFM | AHU SF HP | EF HP |
|---------|-----------------|------------|-----------------|--------|------------------------|-----------------|-----------|-------|
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Dimensions are determined from construction documents dated 00000000

Final Engineering

Provide product data sheets for supplies. All quantities, values, and details indicated are approximate and subject to change as a result of final engineering to be completed post contract signing. JCI will provide the final Construction Drawings and Specifications prior to commencement of the work of this FIM.

Other Listed below will be typical of all units listed above

Demolition

- Plan room pass deck and lock doors closed

- Distributors on equipment listed above to be removed
- Remove distributor orders per engineering documents to be provided as part of this scope

New Work

- Install new VFD's and AHU's and exhaust fans listed above
- Produce engineering documents including complete design
- Electrical controls, panels, wiring and devices shall be installed
- Install new distributors as outlined on engineering documents
- Systems will be operationally verified across varying space conditions

Training

- No additional training will be provided

Warranties

- One year labor and parts warranty begins upon equipment start date

Closeout

- JCI shall provide the following closeout documents
 - o Start-up and testing reports
 - o Warranty information for new equipment installed and O&M manuals

Exclusions

- No additional controls or will be executed as part of this change order
- No additional mechanical or coils, valves, etc will be replaced as part of this change order

Attachment 2: Assured Performance Guarantee

End Section with the following table

Section I.B – Project Benefits Summary

B. Project Benefits Summary. Subject to the terms and conditions of this agreement, JCI and Costumer agree that Costumer will be deemed to achieve a total of **\$18,387,546** in Measured Project Benefits and **\$159,788** in non-guaranteed utility rebates, and JCI guarantees that Costumer will achieve a total of **\$4,023,512** in Measured Project Benefits during the term of this agreement, for Total Project Benefits of **\$22,411,058**, as set forth in the Total Project Benefits table below

Total Project Benefits

| Year | Measured Benefits | Non-Measured Benefits | | | Utility Rebates**** | Annual Project Benefits |
|------|-------------------------|-------------------------|------------------------------|---------------------------|---------------------|-------------------------|
| | Utility Cost Avoidance* | Utility Cost Avoidance* | Operational Cost Avoidance** | Capital Cost Avoidance*** | | |
| 1 | 1,000,000 | 100,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |

End Section II in the following table

Section II – Non-Measured Project Benefits

Total Project Non-Measured Benefits

| Year | Non-Measured Benefits | | | | |
|------|-------------------------|------------------------------|---------------------------|---------------------|-------------------------|
| | Utility Cost Avoidance* | Operational Cost Avoidance** | Capital Cost Avoidance*** | Utility Rebates**** | Annual Project Benefits |
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Amend "Total Non-Measured Capital Cost Avoidance" table in Section II of the following

Section II - Total Non-Measured Capital Cost Avoidance

Port of Mend County and JCI agree that the equipment installed as part of this project alleviates the burden on the County to contribute more capital dollars to those repairs and equipment replacements as a result, Port of Mend County has agreed to contribute those more avoided capital costs to this project, in addition to the measured and non-measured savings included within the project. The table below is a summary of average annual capital costs avoided by the implementation of this project. The sum total of the annual capital cost avoidance, that Port of Mend has agreed to contribute to this project, is \$704,000. This value will not be escalated, annually, as it is an annual average over the life cycle of this project.

| FIM No. | Description | Average Annual Capital Cost Avoidance |
|---------|--|---------------------------------------|
| 000 | Lifting Controls | \$000,000 |
| 000 | SS Pumps | \$000,000 |
| 000 | Diesel Replacements | \$000,000 |
| 000 | Cooling Tower Replacement and Pumps Pumps | \$000,000 |
| 000 | CR/C Replacement | \$00,000 |
| 000 | Boiler Replacement | \$000,000 |
| 000 | SS Damper Replacement | \$000,000 |
| 000 | SS Idity Improvement Cast Jail Mitigations | \$000,000 |
| | Total | \$704,000 |

Costco agrees that the Non-Measured Project Benefits are reasonable, and that the installation of the Improvement Measures will enable Costco to take actions that will result in the achievement of the Non-Measured Project Benefits.