

**AMENDMENT NO. 1  
TO THE CONTRACT  
FOR  
ENERGY GENERATORS AND AUTOMATIC TRANSFER SWITCHES  
PREVENTATIVE MAINTENANCE, REPAIR AND RENTAL SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
CLIFFORD POWER SYSTEMS, INC.**

**THIS AMENDMENT NO. 1** is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and Clifford Power Systems, Inc. (hereinafter referred to as "Contractor"), located at 4918 Burleson Road, Austin, Texas 78744, to amend the original Contract between the parties (hereinafter referred to as the "Contract").

WHEREAS, the parties have agreed that additional funding in the amount of Thirty Six Thousand Seven Hundred Ninety Eight and 00/100 Dollars (\$36,798.00) is required for additional generators; and,

WHEREAS, changes in circumstances require mutually desirable alterations in the fees to the Contract; and,

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.01 – GENERAL, Sections (a.) and (b.) so that they read in their entirety as follows:

"1.01. **GENERAL.** (a.) Contractor shall provide inspections, preventative maintenance, remedial repair, and emergency repair for thirty eight (38) emergency generators and associated automatic transfer switches in various state-owned facilities in Austin, Texas, as listed in Exhibit A-1 – Facilities, Equipment List, Compensation and Fees attached hereto and incorporated for all purposes. Contractor shall provide the labor, materials, equipment, tools and transportation required to perform these services as outlined in this Contract.

(b.) Contractor shall provide, mobilize and connect 500 kW, 1000 kW, and 1500 kW rental generators and cables on an as-needed basis. Mobilization shall occur within two (2) hours of notification. Rental generators shall be fueled with a minimum of 50% fuel upon arrival and shall use or accept #2-off road diesel fuel. Generators shall be provided at the rates listed in Exhibit A-1 - Facilities, Equipment List, Compensation and Fees."

2. The parties hereby agree to further modify ARTICLE I – STATEMENT OF WORK, SECTIONS 1.06 – QUARTERLY INSPECTIONS and 1.11 – SERVICE MANUALS, so that they read in their entirety as follows:

“1.06. QUARTERLY INSPECTIONS. Contractor shall be responsible for performing quarterly inspection services on the emergency generators and automatic transfer switches as indicated in the equipment list in Exhibit A-1 – Facilities, Equipment List, Compensation and Fees. All quarterly inspections performed by Contractor are to be scheduled via e-mail to the Contract Administrator at least fifteen (15) days in advance of the proposed scheduled date of work. A completed quarterly inspection service performed by Contractor shall include a submitted electronic copy report addressing issues, any deficiencies found, and corrective measures to include, but not limited to, the following and in accordance with Exhibit B – Inspection Checklist – Emergency Generator and Automatic Transfer Switch attached hereto and incorporated herein for all purposes.”

“1.11. SERVICE MANUALS. Contractor shall ensure all operating manuals for equipment listed in Exhibit A-1 – Facilities, Equipment List, Compensation and Fees are in place.”

3. The parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.01.(a.) – CONTRACT LIMIT AND FEES AND EXPENSES so that it reads in its entirety as follows:

“3.01. CONTRACT LIMIT AND FEES AND EXPENSES. (a.) The total amount of this Contract shall not exceed the sum of Three Hundred Fifty One Thousand Eight Hundred Twelve and No/100 Dollars (\$351,812.00). This amount includes the Fiscal Year 2018 – 2019 contract base fee of Two Hundred Fifty One Thousand Eight Hundred Twelve and No/100 Dollars (\$251,812.00) and One Hundred Thousand and No/100 Dollars (\$100,000.00) to cover any Additional Services, as defined in Section 3.03 below. Pricing fees will be invoiced in accordance with Exhibit A-1 – Facilities, Equipment List, Compensation and Fees. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in Exhibit A-1 – Facilities, Equipment List, Compensation and Fees, shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

4. The parties hereby agree to further modify ARTICLE III – CONSIDERATION, SECTION 3.03 – ADDITIONAL SERVICES AND ADJUSTMENTS, Sections (a.) and (b.) so that they read in their entirety as follows:

“3.03. ADDITIONAL SERVICES AND ADJUSTMENTS. (a.) “Additional Services” are those services not included in Article I of this Contract which may be requested by TFC at any time for the duration of this Contract. Upon request by TFC for Additional Services, Contractor shall prepare and submit to TFC a proposal for such services requested. Additional Services will be charged at the hourly rate set forth in Exhibit A-1 – Facilities, Equipment List, Compensation and Fees and shall be documented by a Delivery Release.”

“(b.) Additional Services may also include the addition of systems and/or facilities for which no unit price was included in Exhibit A-1 – Facilities, Equipment List, Compensation and

Fees, and may be added to this Contract provided TFC and Contractor agree to a unit price. Prices for any additional systems shall be calculated by comparing pricing to similar services included in Exhibit A-1 – Facilities, Equipment List, Compensation and Fees. The addition of systems and/or facilities shall be documented by amendment to this Contract.”

5. Finally, the parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS by adding SECTION 9.15 – PROHIBITION AGAINST BOYCOTTING ISRAEL as follows:

“9.15. **PROHIBITION AGAINST BOYCOTTING ISRAEL.** In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.”

Except as expressly amended above, all provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

CLIFFORD POWER SYSTEMS, INC.

  
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Kay Molina

Print Name: CANDACE JAYNES

General Counsel

Title: SERVICE SALES

Date of execution: 11/6/12

Date of execution: 11-2-17

 Dir.

 D.E.D.

 G.C.

**TFC CONTRACT NO. 18-015-000**

**CLIFFORD POWER SYSTEMS, INC**

**EXHIBIT A-1 – FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES**

**EXHIBIT A-1**  
**Facilities, Equipment List, Compensation and Fees**

Quarterly and annual inspections; generator locations; and, Unit Price Bidding Sheet: TFC reserves the option to add facilities/generators to this Contract that are similar in scope, at the contract rates. The facilities are listed as follows:

#	Facility Name Address Make Model/Serial #	Quarterly Inspection*	Quarterly & Annual Inspection**
1.	Lorenzo de Zavala Library and Archives Building 1200 Brazos Street, Austin Caterpillar 230 KW Model #3306, Serial #6YR02441	\$ 145	\$ 2,295
2.	Brown Heatly Building Generator #1 4900 N. Lamar, Austin Stewart & Stevenson 750 KW Model #12A2PTA-7505B, Serial #TL3428868	\$ 145	\$ 4,265
3.	Brown Heatly Building Generator #2 4900 N. Lamar, Austin Kohler 505 KW Model #5M4027, Serial #2041881	\$ 145	\$ 4,485
4.	Central Services Building 1711 San Jacinto, Austin Caterpillar 230 KW Model #3306, Serial #7YR02518	\$ 145	\$ 2,295
5.	DARS (Commission for the Blind) 4800 N. Lamar, Austin Generac 20KW Model #692903011, Serial #2095320	\$ 145	\$ 950
6.	Dr. Bob Glazer Lab 1100 W. 49th Street, Austin Generac 1000 KW Model #1379200100, Serial #2061416	\$ 145	\$ 9,120
7.	Department of Health Tower Building 1100 49 1/2st Kohler 275 KW Model # 275REOZJD, Serial #2279472	\$ 145	\$ 2,295
8.	Dept. of Health Tower Fire Pump Shed 1100 W 49 1/2ST, Austin Clarke Fire Pump John Deere 4.5L Model #404HF280, Serial #PE4045L268894	\$ 145	\$ 1450 NEW
9.	Disaster Recovery Operations Center (DIR Generator) 1001 W. North Loop Blvd., Austin Baldor Generator 1600 KW Model # 1DLC16002M, Serial #S16R-Y2PTAW-1	\$ 145	\$ 8,420
10.	E.O. Thompson Building 920 Colorado, Austin Onan 200 KW Model #DGFC-5550367, Serial #A020327409	\$ 145	\$ 1,715

#	Facility Name Address Make Model/Serial #	Quarterly Inspection*	Quarterly & Annual Inspection**
11.	Human Services Warehouse (Pharmacy) 1111 N. Loop, Austin Generac 50 KW Model #99A03500, Serial #2048957	\$ 145	\$ 1,505
12.	Insurance Building - #1 1100 San Jacinto, Austin Olympian 150 KW Model #D150P1, Serial #GABL002842	\$ 145	\$ 1,450
13.	Insurance Building - #2 1100 San Jacinto Blvd., Austin MTU 150 K W Model #DS015D6SPA, 369878-1-1-0214	\$ 145	\$ 1,570
14.	James Earl Rudder Building 1019 Brazos, Austin Olympian 200 KW Model #D200P4, Serial #GAML000603	\$ 145	\$ 1,570
15.	John H. Reagan Building 105 W. 15th Street, Austin Onan 400 KW Model #DFCE4957719, Serial #D010226163	\$ 145	\$ 2,240
16.	John H. Winters Building- Generator #1 701 W. 51st Street, Austin Volvo Penta/Kohler 345 KW Model #VP-031979, Serial #DIZC-499619-A	\$ 145	\$ 2,140
17.	John H. Winters Building- Generator #2 701 W. 51st Street, Austin Onan 500 K W Model #DFEK-1206647, Serial #G120367782	\$ 145	\$ 2,925
18.	John H. Winters Building – Mechanical Generator #3 (North of the Driveway Entrance) 701 West 51st Street, Austin 78751 MTU 750 KW Model # MTU12V2000 DS750 Serial #95020500266	\$ 145	\$ 4285 NEW
19.	John H. Winters Building – Data Center Generator #4 (North of Generator #5) 701 West 51st Street, Austin 78751 MTU 750 KW Model #MTU12V2000 DS750 Serial #95020500268	\$ 145	\$ 4285 NEW
20.	John H. Winters Building – Data Center Generator #5 (South of Generator #4) 701 West 51st Street, Austin 78751 MTU 750 KW Model #MTU12V2000 DS750 Serial #95020500267	\$ 145	\$ 4285 NEW
21.	Lyndon B. Johnson Building 111 E 17th Street, Austin Generator #1 Caterpillar KW 230 Model #SRB4, Serial #6YR02084	\$ 145	\$ 2,255

#	Facility Name Address Make Model/Serial #	Quarterly Inspection*	Quarterly & Annual Inspection**
22.	Parking Garage N 300 San Antonio Street, Austin Onan/Cummings 1250 KW Model #1250DFLC, Serial #G950581838	\$ 145	\$ 6,890
23.	Parking Garage N Fire Pump 300 San Antonio Street, Austin Clarke/Perkins Model # PDFP06YT-2505, Serial #U581729Y	\$ 145	\$ 295
24.	Parking Garage P 1508 San Jacinto, Austin Caterpillar 1250 KW Model #96A05168S, Serial #2030690	\$ 145	\$ 1548
25.	Price Daniel Building 209 W. 14th Street, Austin Kohler 350 KW Model #600R0Z71, Serial #268036	\$ 145	\$ 2,570
26.	Robert E. Johnson Building 1501 N. Congress, Austin Kohler 1000 KW Model #1000ROZD, Serial #39937	\$ 145	\$ 5,060
27.	Robert D. Moreton Building 1100 W. 49th ST, Austin 78756 Cummins 500 KW Model #500GFGB, Serial #M15J431070	\$ 145	\$ 2,925 REVISED+1320
28.	Sam Houston Building, Generator #1 201 E 14th Street, Austin Onan 750 KW Model #750DHFA, Serial #F970640273	\$ 145	\$ 3,795
29.	Sam Houston Building, Generator #2 201 E 14th Street, Austin Cummins 800 KW Model # DQCC-1524450, Serial #L150899151	\$ 145	\$ 4,285 REVISED+924
30.	Stephen F. Austin Building 1700 N. Congress, Austin Kohler/Waukesha Pearce 475 KW Model #500ROZD71, Serial #351250	\$ 145	\$ 2,710
31.	Texas School for the Blind and Visually Impaired Generator #1 1100 W. 45th Street, Austin Kohler 45 K W Model #45REZG, Serial #2269510	\$ 145	\$ 1,205
32.	Texas School for the Blind and Visually Impaired Generator #2 100 W. 45th Street, Austin Kohler 150 K W Model #150REZG, Serial #2289916	\$ 145	\$ 1,415
33.	Texas School for the Deaf 1102 S Congress Ave, Austin Cummins 20 KW Model #C20 D6, Serial #C160929099	\$ 145	\$ 950 REVISED+110

#	Facility Name Address Make Model/Serial #	Quarterly Inspection*	Quarterly & Annual Inspection**
34.	Thomas J. Rusk Building - #1 200 E 10th Street, Austin Onan 200 KW Model #200 DFBC, Serial #A920444989	\$ 145	\$ 1,478
35.	Thomas J. Rusk Building- #2 200 E. 10th Street, Austin Generac 130 K W Model #SG0130KG036.8R30HPNYE, Serial #8629981	\$ 145	\$ 1,480
36.	William P. Clements Building 300 W 15th Street, Austin Onan 350 KW Model #350.ODFN-17R/18781C, Serial #K840735823	\$ 145	\$ 2,015
37.	William P. Hobby Building 333 Guadalupe Street, Austin MTU 600 KW Model #12V1600 DS600, Serial#95010600759	\$ 145	\$ 3165
38.	William B. Travis Building 1701 N Congress Avenue, Austin Onan/Cummings 350 KW Model #300 GFEB, Serial #M14E209482	\$ 145	\$ 1790
<b>SUB-TOTALS</b>		<b>\$33,060</b>	<b>\$218,752</b>
<b>TOTAL POCN</b>			<b>\$36,798.00</b>
<b>TOTAL</b>			<b>\$251,812.00</b>

\*3 Quarterlies for  
FY18 & FY19 @  
\$145 each for  
38 generators =  
\$33,060

\*\*1 Annual for FY18 &  
FY19 @ shown rates  
for 38 generators =  
\$218,752

**GENERATOR RENTAL RATES – As Needed\*\*\***

	DAILY	WEEKLY	MONTHLY
<b>500 KW</b>	\$588.00	\$1,764.00	\$5,292.00
<b>1000 KW</b>	\$1,067.50	\$3,202.50	\$9,607.50
<b>1500 KW</b>	\$1,428.00	\$4,284.00	\$12,852.00
<b>4/0 Cable, 50' Length</b>	\$15.00	\$30.00	\$90.00
<b>4/0 Female Pigtails</b>	\$2.00	\$5.00	\$15.00
<b>4/0 Male Pigtails</b>	\$2.00	\$5.00	\$15.00

\*Performed 3 times per year  
\*\*Performed once per year and includes the 4<sup>th</sup> quarterly inspection  
\*\*\*Pricing should include mobilization, delivery, hook-up, disconnect, and pick-up fees.

**ADDITIONAL SERVICES – Labor and Materials for Remedial Repairs**

**Labor – Remedial Repairs:**

Hourly Labor Rate for contracted services – The following prices are for services that are not included in the quarterly or annual inspections due to unusual circumstances requiring additional parts, components, materials and labor. The quarterly & annual inspection / preventative maintenance fees, quoted above, are combined fees that should not be double billed.

- Normal Working Hours (Remedial Repairs)                      \$ 85.00 per hour
- Overtime Hours (Outside of normal working hours)            \$ 127.50 per hour

**Materials – Remedial Repairs:**

Materials not covered under quarterly and annual inspections:

- Contractor shall invoice at MSRP/List\*\*\*\* price plus 10% percent.

Materials purchased at local retail suppliers by Contractor field staff:

- Contractor shall invoice at cost (sales receipt/invoiced price)

\*\*\*\*MSRP/List – TFC reserve the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.

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