

AMENDMENT NO. 1

TO

CONTRACT NO. CM1609

BETWEEN

Texas Facilities Commission, ("Contractor")
1711 San Jacinto
Austin, Tx 78701

AND

Texas Comptroller of Public Accounts, ("Comptroller")
State Energy Conservation Office
LBJ State Office Building
111 E. 17th Street, Room 314
Austin, Texas 78774-0100

I. Recitals

WHEREAS, Comptroller and Contractor entered into Contract No. CM1609, ("Agreement") effective June 16, 2016, for the commissioning and optimization of the Sam Houston Central Plant; and

WHEREAS, Comptroller and Contractor desire to execute this Amendment No. 1 ("Amendment") to amend the Agreement by modifying the Deliverables Statement.

NOW, THEREFORE, Comptroller and Contractor hereby agree as follows:

II. Amendment

Attachment A, Statement of Services to be Performed and Deliverables, is hereby deleted in its entirety and replaced with the revised Attachment A, Statement of Services to be Performed and Deliverables, attached hereto.

III. Terms and Conditions

1. This Amendment, together with the Agreement, represents the entire agreement between the parties concerning the subject matter of the Agreement and supersedes any and all prior or contemporaneous oral or written statements, agreements, or negotiations.
2. In the event of conflicting language between the Agreement and the language in this Amendment, the language in this Amendment shall control.

IV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

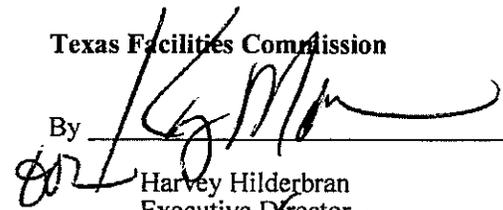
Texas Comptroller of Public Accounts

By  _____

Mike Reissig
Deputy Comptroller

Date 10-5-16

Texas Facilities Commission

By  _____

Harvey Hilderbran
Executive Director

Date 10/5/16

 G.C

 Dir.

 D.E.D.

ATTACHMENT A Contract No. CM1609

STATEMENT OF SERVICES TO BE PERFORMED AND DELIVERABLES

- A. Contractor shall perform all of the services described in this Attachment A, or otherwise required by this Agreement ("services"). These services include, but are not limited to, the furnishing of all personnel and the procurement of all equipment, supplies, and other items necessary to provide those services in compliance with this Agreement. Contractor shall provide all services in accordance with the Standards of Performance established by Agency for these services. Contractor shall review and implement Agency recommendations, as Agency adopts them from time to time, so that the services may be expeditiously and satisfactorily completed. Contractor shall meet with Agency at such times as Agency may reasonably request to discuss the progress of services and any other matters that may arise in regard to this Agreement.
- B. Contractor shall provide all of the following services:
1. Commissioning and optimization of Sam Houston Central Plant, consistent with the intent of the Pilot Program established in Texas Local Government Code 302.001(9-a), which may include, but is not limited to the following:
 - Modification and repair of the existing Siemens Industries Apogee control system, including reprogramming, modification of existing graphics and set up of new sequences of operation
 - Installation of Vaisala hmt330 OAT/H sensor
 - Installation of insertion style magnetic flow meters at 10 locations
 - Modification of isolation valves at chilled water side of four chillers
 - Installation of low voltage control wiring, new wiring for 10 new flow meters, and modification of wiring to isolation valves in the central plan for four chillers
 - Modification of central plant sequence of operations
 - Central Plant reprogramming
 - Collection of data to establish baseline for determining energy efficiency improvements
 - Preparation of Measurement and Verification plan to measure ongoing energy savings
- C. Grantee shall provide the following services during the period of this Agreement and all services reasonably related to them. Agency may request additional records, information or reports related to the services hereinafter described and funded by Agency pursuant to Attachment B. These services are as follows:

The minimum deliverables are summarized in the following chart:

	Deliverables and Milestones	Schedule
1.	Execution of subcontract with the Texas A&M Energy Systems Laboratory	Due on or before 7/15/2016
2.	Complete Measurement and Verification plan to measure energy savings	Due on or before 8/31/2016
3.	Final Report Letter certifying commissioning and optimization activities have been completed to the satisfaction of TFC Staff.	Due on or before 8/31/2016