

AMENDMENT NO. 1

TO

LOAN NO. CM1701

BETWEEN

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

AND

Texas Comptroller of Public Accounts, ("Comptroller")
State Energy Conservation Office
LBJ State Office Building
111 E. 17th Street, Room 1118
Austin, Texas 78774-0100

I. Recitals

WHEREAS, Comptroller and Contractor entered into Interagency Cooperation Agreement No. CM1701, ("Agreement") effective January 17, 2017, for implementation of energy efficient projects; and

WHEREAS, Comptroller and Contractor desire to execute an amendment to extend the construction completion date to March 31, 2018.

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

II. Amendment

Section C of Attachment A, Statement of Services to be Performed and Deliverable, is hereby deleted in its entirety and replaced with the following:

- C. Contractor shall provide the following services during the period of this Agreement and all services reasonably related to them. Comptroller may request additional records, information or reports related to the services hereinafter described and funded by Comptroller pursuant to Attachment B. These services are as follows:

The minimum deliverables are summarized in the following chart:

Deliverables and Milestones	Schedule
1. Copy of executed contract with the Performance Services of Texas, Inc.	Due on or before 02/28/2017
2. Inspection by State Energy Conservation Office 3 rd party engineers at 50% completion of construction activities.	Due on or before 10/01/2017
3. Inspection by State Energy Conservation Office 3 rd party engineers at 100% completion of construction activities.	Due on or before 03/31/2018

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 4-9-18

Texas Facilities Commission

By  _____
 John Raff
 Interim Executive Director

Date 2-7-18

ATTACHMENT A**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. Energy efficiency upgrade project that will result in the reduction of electricity and water consumption at the Rusk, Hobby, Central Service, and Brown-Heatly buildings. Activities will include, but will not limited to the following utility cost reduction measures:
 - LED lighting with sensors at the Rusk, Hobby, Center Service, and Brown-Heatly buildings
 - Power conditioning at the Rusk, Hobby, Central Service, and Brown-Heatly buildings
 - Variable chilled and hot water supply at the Center Service and Brown-Heatly buildings
 - Water controls at the Rusk, Hobby, Central Service and Brown-Heatly buildings
 - Building automation system at the Central Service building
 - Variable air volume at the Central Service building
 - Loop coop demand response system at the Central Service building
 2. Installation of all above-referenced energy efficiency measures shall comply with the Utility Assessment Report requirements dated July 19, 2016.
 3. In amount equal to the guaranteed annual dollar savings resulting from above-referenced utility cost reduction measures, Contractor agrees to reinvest the annual savings in additional utility cost reduction measures, if allowable under State statute and the General Appropriations Act, for period of at least seven years.
 4. On an annual basis, after the additional utility cost reduction measures have been implemented, Contractor will submit a report to the Comptroller documenting the projects implemented with the projected or actual utility savings.
- C. Contractor 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:

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