

**AMENDMENT NO. 1
TO THE
CHILLER PREVENTIVE MAINTENANCE AND REPAIR SERVICES CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TRANE U.S., INC.**

This Amendment No. 1, executed November 15, 2016 (collectively referred to as the “Contract”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), located at 1711 San Jacinto Blvd., Austin, Texas 78701 and Trane U.S. Inc. (hereinafter referred to as “Contractor”), located at 9801 Metric Boulevard Suite 400, Austin Texas 78757 pursuant to TEX. GOV’T CODE ANN. Ch. 2165 (West 2016).

WHEREAS, the parties have agreed that additional funds to the contract base fee are needed to accommodate the Chiller No. 2 at the Texas Commission on Environmental Quality, Building A located at 12100 North IH 35, Austin, Texas 78753; and,

WHEREAS, changes in circumstances requires 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 III – CONSIDERATION, SECTION 3.01 – CONTRACT LIMIT AND FEES AND EXPENSES by deleting the entire paragraph and replacing it with the following:

(a.) The total amount of this Contract shall not exceed the sum of Three Hundred Twenty Five Thousand Three Hundred Six and 48/100 Dollars (\$325,306.48), this includes the total contract base fee of One Hundred Twenty Two Thousand Forty Five and 92/100 Dollars (\$122,045.92) and Two Hundred Three Thousand Two Hundred Sixty and 56/100 Dollars (\$203,260.56) to cover any Additional Services, as defined in Section 3.3 below. Pricing fees shall be invoiced in accordance with Exhibit B – Compensation and Fees, attached hereto and incorporated herein for all purposes. Any changes to the not to exceed amount of this Contract or pricing fees set forth in Exhibit B - Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.

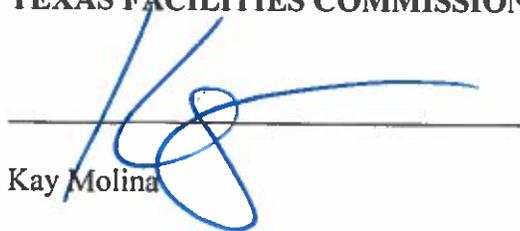
Except as expressly amended above, the Contract remains in full force and effect.

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

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TEXAS FACILITIES COMMISSION

TRANE U.S. INC.



Kay Molina



By: WALLY BOMHOFF

General Counsel

Title: ASM

Date: 1/11/17

Date: 1-5-17



Dir.



D.E.D.