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AMENDMENT NO. 3
TO THE
FACILITY SYSTEMS FULL SERVICE MAINTENANCE
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
CEC ELECTRICAL, INC. – CEC FACILITIES GROUP, LLC

THIS AMENDMENT NO. 3 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 CEC Electrical, Inc. – CEC Facilities Group, LLC, located at 1275 Valley View Lane, Irving, Texas 75061 (hereinafter referred to as "Contractor") (hereinafter collectively referred to as the "Parties") to amend the original Contract between the Parties, as amended (hereinafter referred to as the "Contract").

WHEREAS, on or about July 24, 2019, the Parties entered into that one certain *Contract for Facility Systems Full Service Maintenance,* TFC Contract No. 18-034-000, to be effective for the period September 1, 2017 through August 31, 2019; and

WHEREAS, the Parties subsequently entered into Amendment No. 1 for the purpose of changing certain administrative Delivery Release requirements and to add a statutorily required provision; and

WHEREAS, the Parties entered into Amendment No. 2 to provide for additional funding related to batteries required for the Comptroller of Public Accounts Data Center at the Lyndon B. Johnson Building; and

WHEREAS, subject to Contract ARTICLE II - TERM, Section 2.1, **CONTRACT AWARD**, and ARTICLE X – MISCELLANEOUS PROVISIONS, Section 10.21, **ENTIRE CONTRACT AND MODIFICATION**, as that Section is re-numbered, below, the Parties now desire to exercise the option to extend the Term for the period September 1, 2019 through August 31, 2021, and to provide funding for services to be performed during that period; and

WHEREAS, on June 20, 2019, the TFC Commission approved such extension and funding; and

WHEREAS, TFC has determined to modify the Contract to include additional provisions, terms and conditions that have been adopted subsequent to the execution of the Contract and/or any Amendment(s) thereto, in order to reflect the will of the Texas Legislature or to comply with action(s) or requirement(s) of the State Auditor's Office, the Office of the Attorney General, the Comptroller of Public Accounts, and/or any other authorizing entity of this state;

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

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1. The Parties agree to modify ARTICLE I – STATEMENT OF WORK, Section 1.4, **SCHEDULED PREVENTIVE MAINTENANCE**, by amending paragraph (d) as follows:

"(d) Proposed preventative maintenance schedules list for various equipment shall be provided by the Contractor upon award of the Contract. Minimal preventative maintenance requirements are listed in Exhibit A – Equipment List / PM Frequency and Exhibit B – Equipment Maintenance Schedules and Scopes, as incorporated, period September 1, 2017 through August 31, 2019. Commencing September 1, 2019, Exhibits A and B are replaced by Exhibit A-1, Equipment List / PM Frequency, and Exhibit B-1, Equipment Maintenance Schedules and Scopes, which Exhibits A-1 and B-1 are attached hereto and incorporated herein for all purposes."

2. The Parties agree to modify ARTICLE II – TERM, Section 2.1, **CONTRACT AWARD**, by deleting paragraph 2.1(a) in its entirety and replacing it with paragraph 2.1(a) as follows:

"2.1. **CONTRACT AWARD.** (a) This Contract shall be effective as of September 1, 2017 and shall have an initial Contract term of September 1, 2017 through August 31, 2019, unless extended by the parties by amendment to this Contractor or terminated earlier, as provided in Section 2.2, below. This Contract may be renewed for two (2) additional two (2) year periods. By executing this Amendment No.2 the Parties exercise their option to renew the Contract for the term beginning September 1, 2019 and ending on August 31, 2021 (hereinafter referred to as the "First Renewal Period"). One (1) additional renewal option for the period September 1, 2021 through August 31, 2023, is authorized should the Parties desire to exercise it. Any renewals shall be governed by the same provisions, terms and conditions as the Contract and its previously executed Amendment(s) and with any additional provisions, terms and conditions included in this Amendment No. 3 or in subsequent written amendments executed by the Parties."

3. The Parties agree to further modify ARTICLE II – TERM, Section 2.1, **CONTRACT AWARD**, by deleting Subsections (c), and (d), and replacing them with Subsections (c) and (d), as follows:

"(c) Rights Upon Termination or Expiration of Contract. In the event that the Contract is terminated for any reason, or upon its expiration, TFC shall retain ownership of all associated work products and documentation obtained from the Contractor under this Contract.

(d) No Liability Upon Termination. If this Contract is terminated for any reason, TFC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260."

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4. The Parties agree to modify ARTICLE III – CONSIDERATION, Section 3.1, **CONTRACT LIMIT AND FEES AND EXPENSES**, by deleting Section 3.1 in its entirety and replacing it Section 3.1, as follows:

" 3.01. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of this Contract shall not exceed the sum of Three Twelve Thousand Five Hundred Nineteen and 60/100 ($312,519.60). This amount includes the Fiscal Year 2018 – 19 contract base fee of One Hundred Sixty-Seven Thousand Five Hundred Nineteen and 60/100 Dollars ($167,519.60) and One Hundred Forty-Five Thousand and No/100 Dollars ($145,000.00) to cover any Additional Services, as defined in Section 3.3 below. Pricing fees will be invoiced in accordance with Exhibit D – Compensation and Fees, as incorporated. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit D – Compensation and Fees, shall be submitted to TFC for review and shall be approved by amendment to this Contract. Any unobligated, unexpended balance of funding for the initial Contract Term shall expire Saturday, August 31, 2019 at 11:59:59 PM.

(b) During the First Renewal Period as defined in amended Section 2.1(a), above, the total amount of this Contract shall not exceed the sum of Two Hundred Forty-Eight Thousand Two Hundred Eighty and No/100 Dollars ($248,280.80). This amount includes the Fiscal Year 2019 and 2020 contract base fee of One Hundred Three Thousand Two Hundred Eighty and No/100 Dollars ($103,280.00) and one Hundred Forty-Five Thousand and No/100 Dollars ($145,000.00) to cover any Additional Services, as defined in Section 3.3, below. Pricing Fees will be invoiced in accordance with Exhibit D-1 –Compensation and Fees. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit D-1 - Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract. Any unobligated, unexpended balance of funding for the First Renewal Period of the Contract shall expire Tuesday, August 31, 2021 at 11:59:59 PM.

(c) If, at any time during the term of this Contract, Contractor reduces the comparable price of any article or service covered by this Contract to customers other than TFC, the prices charged to TFC for such articles or services shall also be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in price to customers other than TFC. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to TFC complete information regarding the reduction."

5. The Parties agree to modify ARTICLE VIII–INSURANCE, **INDEMNIFICATION AND LEGAL OBLIGATIONS**, Section 8.1, Insurance, paragraph 8.1(a) by deleting paragraph 8.1(a) in its entirety and replacing it with paragraph 8.1(a), as follows:

"8.1(a) Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers' liability of $1,000,000.00 bodily injury per accident, $1,000,000.00 bodily injury disease policy limit and $1,000,000.00 per disease, per employee. Workers' compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(46). Pursuant to Texas Labor Code Section 406.096, certification in writing from Contractor and Contractor's subcontractors shall be provided to TFC upon request and without expense."

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6. The Parties agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by deleting Section 9.14, **PROHIBITION AGAINST BOYCOTTING ISRAEL**, and replacing it with Section 9.14, Entities that Boycott Israel, as follows:

"9.14. **ENTITIES THAT BOYCOTT ISRAEL.** Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Contract. Contractor shall state any facts that make it exempts from the boycott certification."

7. The Parties agree to further modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Sections 9.16 through and including 9.18, which shall read in their entirety as follows:

"9.16. **CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER GOVERNMENT CODE § 572.069.** Contractor certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving Contractor within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

9.17. **EXCLUDED PARTIES.** Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

9.18. **SUSPENSION AND DEBARMENT.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration."

8. The Parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, Section 10.2, **HISTORICALLY UNDERUTILIZED BUSINESSES ("HUBS")**, by adding Paragraph 10.2(a), Requirement to Utilize HUB Compliance Reporting System, as follows:

"10.2(a) Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(l)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan ("HSP") to include the Progressive Assessment Report ("PAR") compliance monitoring through a HUB Compliance Reporting System known as B2G. Contractor and Contractor's Subcontractors must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved."

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9. The Parties agree to further modify ARTICLE X – MISCELLANEOUS PROVISIONS, by re-numbering Section 10.21, **ENTIRE CONTRACT AND MODIFICATION** as Section 10.23, and by inserting Sections 10.21 and 10.22, so that the inserted Sections and the re-numbered Section 10.23 read in their entirety, as follows:

"10.21. **ABANDONMENT AND DEFAULT.** If Contractor defaults on this Contract, TFC reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

10.22. **ANTITRUST AND ASSIGNMENT OF CLAIMS.** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract. Contractor assigns to the State of Texas all of Contractor's rights, title, and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

10.23. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto."

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

In Witness Whereof, the parties hereto have made and executed this Amendment No. 3 to the Contract to be effective as of September 1, 2019.

TEXAS FACILITIES COMMISSION

DocuSigned by:
By: MIKE NOVAK, TFC EXECUTIVE DIRECTOR
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of Execution: 07/12/2019 | 6:27 AM CDT

CEC ELECTRICAL, INC. – CEC FACILITIES GROUP, LLC

DocuSigned by:
By: TRAVIS ROWE
D8CBB8F9DB52478...

Travis Rowe

Account Manager

Date of Execution: 07/12/2019 | 6:06 AM CDT

GC NRC

Dir for Will Jones

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EXHIBIT A-1

TFC CONTRACT NO. 18-034-000

EQUIPMENT LIST / PM FREQUENCY

TFC Contract No. 18-034-000
Amendment No. 3
CEC Electrical, Inc. – CEC Facilities Group, LLC
Exhibit A-1 – Equipment List / PM Frequency

System	Manufacturer	Model	Qty	PM Frequency (minimum)
Variable Air Volume (VAV) Terminal Unit	Titus	5-Single Duct / 2-Dual Duct	7	Quarterly (Annual Included)
Chilled Water Booster Pumps	Armstrong	MQC-32C	2	Quarterly (Annual included)
Computer Room Air-Conditioning (CRAC) Units	Liebert	FH600CVAAE16054 FH600CVAA006054 UH529CVAAGIS054 UH302CVAA00S054	8	Quarterly (Annual included)
Water Leak Detection System	TraceTek	TTDM-128	1	Quarterly (Annual included)
Generator	Cummins	1000KW	1	Quarterly (Annual included) NOTE: with Load Bank
Chiller	Smardt	SAA082-3BG	1	Quarterly (Semi-Annual & Annual included) Note: Four (4) coil cleanings/year
Uninterruptible Power System (UPS) including batteries	MGE	320KW/400KW	2	Semi-Annual (Annual included)
FM200 System	N/A	N/A	1	Semi-Annual (Per NFPA) (Annual Included)
Pre-Action Fire Alarm System	N/A	N/A	1	Semi-Annual (Per NFPA (Annual Included)
Chilled Water System Distribution Loop	N/A	N/A	1	Annual
Condensate & Non-Potable Water Systems	N/A	N/A	1	Annual
Automatic Transfer Switch (ATS)	N/A	1200amp	1	Annual
Power Distribution Units (PDU) and Remote Power Panels (RPP)	PDI	N/A	Lot	Annual
Switchgear, Transformers, Electrical Panels	N/A	N/A	Lot	Annual
Access/Sub-Floor Cleaning (Level 1, 2, and 3)	N/A	N/A		Annual
Fire Detection and Alarm System	Pryo-Chem	IQ-318	1	Annual (Per NFPA)

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EXHIBIT B-1

TFC CONTRACT NO. 18-034-000

EQUIPMENT MAINTENANCE SCHEDULES AND SCOPES

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TFC Contract No. 18-034-000
Amendment No. 3
CEC Electrical Inc. – CEC Facilities Group, LLC
Exhibit B-1 - Equipment Maintenance Schedules and Scopes

I. Systems

A. Electrical Systems:

- Automatic Transfer Switch ("ATS")
- Power Distribution Units ("PDU")
- Remote Power Panels ("RPP")
- Uninterruptible Power Supply ("UPS")
- Generator
- Transformers
- Switchgear
- Electrical Panels

B. Mechanical Systems:

- Computer Room Air Conditioning Units ("CRAC Units")
- Chilled Water Distribution Loop in Data Center
- Chilled Water Booster Pumps
- Variable Air Volume Terminals and Controls ("VAV Terminals and Controls")
- Condensate & Non-Potable Water Units
- Smardt Chiller

C. Special Systems:

- Water Leak Detection System
- Fire Detection & Alarm Systems
- FM-200 System
- Pre-action Fire Alarm System

II. Definitions and Acronyms

"Acknowledgment of Event" refers to the communication from the TFC to the CPA acknowledging that a Remedial Maintenance event has occurred and a response has been initiated.

"ATS" refers to automatic transfer switch.

"CPA" refers to the Texas Comptroller of Public Accounts. "CRAC Units" refers to computer room air conditioning units.

"Data Center" is defined as the data center in the lower annex of the LBJ Building.

"Full Service Maintenance" is defined as Remedial Maintenance and Scheduled Preventive Maintenance for all covered facilities systems and equipment. Full Service Maintenance includes, but is not limited to, diagnosing the problem; providing labor, parts and materials; and performing all necessary repairs to restore the equipment to OEM published specifications.

"OEM" refers to original equipment manufacturer.

"Operating Normally" or "Normal Operation" is defined as the state in which the systems and their related equipment are operating per design specifications with no alarm present.

"PDU" refers to power distribution units.

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"Remedial Maintenance" is defined as that maintenance which is performed by TFC after notification that a system or its related equipment is inoperative, in alarm state, or is not Operating Normally.

"RPP" refers to remote power panels.

"Scheduled Preventive Maintenance" refers to all scheduled maintenance performed or required to be performed to maintain the Facility Systems in accordance with OEM published specifications and any additional specifications contained in this Exhibit.

"TFC" refers to the Texas Facilities Commission. "UPS" refers to uninterruptible power supply.

"VAV Terminals and Controls" refers to variable air volume terminals and controls.

III. Scheduled Preventive Maintenance (PM) List

The default baseline for Scheduled Preventive Maintenance is the OEM suggested or recommended preventive maintenance activities or tasks for each covered Facility System. Either party, by mutual agreement, may modify the Scheduled Preventive Maintenance schedule.

Thermal scanning (infrared readings) is included in the annual PM and applied to all switchgear, transformers, disconnects, UPS systems, distribution panel boards, power distribution units, remote power panels, pump and CRAC unit disconnect switches.

Proposed schedules noted for the following equipment:

A. ATS

1. Annual PM - included in generator PM.
    a. Any OEM suggested or recommended preventive maintenance activities or tasks
    b. Clean the ATS Enclosure.
    c. Check the transfer switch contacts.
    d. Maintain transfer switch lubrication.
    e. Check all cable connections & retighten them.
    f. Perform ATS test.
    g. Perform a thermographic scan.

B. PDUs

1. Annual PM
    a. Any OEM suggested or recommended preventive maintenance activities or tasks
    b. Inspect electrical connections.
    c. Inspect component mountings.
    d. Clean ventilation openings and grilles.
    e. Operation checkout using Inspection and Startup Checklist.
    f. Perform a thermographic scan.

C. RPPs

1. Annual PM
    a. Any OEM suggested or recommended preventive maintenance activities or tasks
    b. Perform a Thermographic Scan.

D. UPS & Battery

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1. Semiannual PM (Twice a year)
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Replacement batteries shall be a reimbursable costs. Contractor shall be responsible for labor for battery replacements.

E. **Generator** (Generator is exercised once a week for 30 minutes as per programming.)
1. Quarterly PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Quarterly tests will include fluid level checks and run tests
2. Annual PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Load tests will be performed
   c. All other tests which fall within the prescribed times recommended by the manufacture.

F. Transformers
1. Annual PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Open and visually inspect.
   c. Perform a thermographic scan.
   d. Check transformer temperature tolerances.
   e. Perform electrical analysis.
   f. Tighten all lugs.

G. Switchgear
1. Annual PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Open and visually inspect.
   c. Perform a thermographic scan.
   d. Tighten all lugs and breaker connections.

H. Electrical Panels
1. Annual PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Open and visually inspect.
   c. Perform a thermographic scan.
   d. Tighten all lugs and breaker connections.

I. Computer Room Air Conditioner (CRAC)
1. Quarterly PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks

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b. Check/replace filters.

c. Grease bearings.

d. Inspect bearings, sheaves, motor mounts.

2. Annual PM

a. Any OEM suggested or recommended preventive maintenance activities or tasks

b. Check belt tensioning and positioning.

c. Check/replace belts

d. Clean coils.

e. Inspect elements.

f. Check drain lines, make-up valves, and strainers.

g. Inspect sump for debris and float operation.

h. Inspect fuses, contactors, and wire connections.

i. Visually check leak detection system.

J. Chilled Water System

1. Quarterly PM

a. Booster Pumps – located at LBJ third floor Penthouse Annex.

1. Any OEM suggested or recommended preventive maintenance activities or tasks

2. Check seal visually.

2. Annual PM

a. Distribution Loop – located at LBJ Data Center.

1. Any OEM suggested or recommended preventive maintenance activities or tasks

2. Check system for leaks.

3. Check settings on VFD's controlling pumps.

4. Verify temperatures on gauges match Building Automation System.

K. VAV Terminals and Controls

1. Quarterly PM

a. Visual Inspection and check for proper operation

2. Annual PM

a. Check for proper operation and alarms in Building Automation System.

b. Verify flows or cubic feet per minute readings are within tolerances and make adjustments as necessary.

c. Tighten all linkages.

L. Condensate & Non Potable Water Systems

1. Annual PM

a. Check all seals for leaks.

M. Water Leak Detection System (Under Raised Floor)

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1. Quarterly PM
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Perform visual inspection and clean if required.

N. Fire Detection and Alarm Systems

1. Annual Inspection
   a. Inspect and clean:
      1. Detectors
      2. Alarm Devices
      3. Releasing Devices

O. FM-200 System

1. Semiannual Inspection (Twice a year)
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Actuator Check
   c. Tank Check
   d. Tank Contents Check
   e. Control Valve
   f. Pipe Network Check
   g. Nozzle Check
   h. Enclosure Check
   i. Hose Check
2. Annual Inspection
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Electrical Systems Check
3. As Needed Per Visual Inspection
   a. Integrity Test

P. Pre-Action Fire Alarm System

1. Semiannual PM (Twice a year)
   a. Any OEM suggested or recommended preventive maintenance activities or tasks
   b. Visual Inspection
2. Annual Inspection
   a. Functional testing
   b. Clean devices

Q. Custodial Services - Sub-floor Cleaning:

1. Annual Deep Cleaning (At night or on weekend)
   a. Wipe down Subfloor: While deep cleaning, wipe down the concrete subfloor, pedestals, cables, etc., to remove fine particulate not extracted by the vacuuming procedure.

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Remove any contamination accumulated in the subfloor space.

1. Access Floor Panels:
   a. Solid: edges & bottom
   b. Perforated: edges, perforations & baffles, removed and thoroughly cleaned
   c. Support structure: pedestals & stringers
2. Sub-floor Infrastructure:
   a. Electrical conduits, whips and receptacles
   b. Chilled water piping
   c. FM-200 system components
   d. Data network fiber and copper cabling
   e. Floor panels

b. Floor Vacuum: Remove all dust and debris from floor surface using HEPA-filter Vacuum & lint free tack wipes with data center approved static dissipative solutions.

c. Deep Clean: Vacuum all subfloor areas giving special attention to each perforated air panel. All accessible floor panels shall be removed in order to give access to as many stringers, pedestal, and panel edges as possible.

d. Wet Mop: Damp mop floor using an anti-static cleaner specifically designed to eliminate static electrical charges in critical environments. Apply with a low lint mop.

R. Smart Chiller

1. Quarterly, Semi-Annual, and Annual PM- Per OEM suggested or recommended tasks or activities.
2. Four (4) condenser coil cleanings annually.

IV. Documentation

A. The reports (Data Files), instructions, and other required documentation must be stored in a WEB portal (Dropbox or equivalent) accessible to TFC and other approved state agency personnel; service reports shall be uploaded within 2 weeks for service performed.

B. Contractor shall develop and implement a preventive maintenance program that includes but not limited to:

- Maintenance Reports
- Preventative Maintenance Instructions
- Maintenance Forecast
- Incident Reports
- Parts Inventory
- Site Documentation
- Deficiency Reports
- Method of Procedures
- Relational Databases and/or Spreadsheets with Equipment List

C. A complete service report with all checklist items and measurements and data recordings

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required. Also, provide a summary report of the system performance and recommended repairs.

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EXHIBIT D-1

TFC CONTRACT NO. 18-034-000

COMPENSATION AND FEES

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TFC Contract No. 18-034-000
Amendment No. 3
CEC Electrical Inc. – CEC Facilities Group, LLC
Exhibit D-1 – Compensation and Fees

ELECTRICAL SYSTEMS

Facility System	Manufacturer	Qty	PM Frequency	Annual Amount
Automatic Transfer Switch		1	Annual	$4203.00
Power Distribution Units and Remote Power Panels	PDI	LOT	Annual	$2120.00
Uninterruptible Power System	MGE	2	Semi-Annual Annual Included	$2980.000
Generator	Cummins	1	Quarterly Annual Included	$7603.00
Transformers, Switchgear, and Electrical Panels		LOT	Annual	$2120.00
Access/Sub-Floor Cleanings (Level 1, 2, 3)			Annual	$4353.00

MECHANICAL SYSTEMS

Facility System	Manufacturer	Qty	PM Frequency	Annual Amount
Computer Room Air Condition Units	Liebert	8	Quarterly Annual Included	$8086.00
Chilled Water Distribution Loop		1	Annual	$ 360.00
Chilled Water Booster Pumps	Armstrong	2	Quarterly Annual Included	$ 760.00
Variable Air Volume (VAV) Terminal Unit	Titus	7	Quarterly	$3648.00
Condensate & Non-Potable Water Systems		1	Annual	$ 380.00
Chiller	Smardt	1	Quarterly Annual & Semi-Annual Included	$9600.00

SPECIAL SYSTEMS

Facility System	Manufacturer	Qty	PM Frequency	Annual Amount
Water Leak Detection System	TraceTek	1	Quarterly Annual Included	$1566.00
Fire Detection and Alarm System	Pryo-Chem	1	Annual	$1287.00
FM200 System		1	Semi-Annual Annual Included	$1287.00
Pre-Action Fire Alarm System		1	Semi-Annual Annual Included	$1287.00

REMEDIAL SERVICES

Item	Labor	Hourly Rate *Normal Hours**	Hourly Rate *Overtime Hours***
1	Electrical System Technician	$126.50	$189.75
2	Mechanical System Technician	$109.25	$163.82
3	Special System Technician	$ 98.00	$147.00

Item **Materials**

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4 Material Not Covered Under Preventive Maintenance: Contractor shall invoice at cost plus 15 percent markup.
Not-to-Exceed 20%. Markups which exceed 20% will not be considered.

Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

**Normal Hours* within the hours of 8:00 AM – 5:00 PM, Monday through Friday
** ***Overtime Hours*** is defined as any hours that fall outside of Normal Hours.