

4. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content.

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY

SCHNEIDER ELECTRIC

KP George, County Judge

Jimmy Fulop
Authorized Agent-Signature

JIMMY FULOP
Authorized Agent-Printed Name

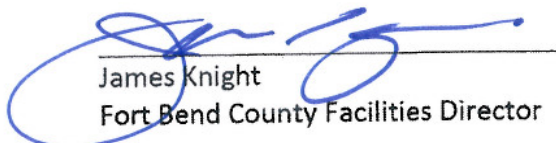
ATTEST:

Vice President
Title

Laura Richard, County Clerk

July 1, 2019
Date

APPROVED:


James Knight
Fort Bend County Facilities Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT FOR
ENERGY PERFORMANCE CONTRACTING SERVICES
PURSUANT TO
TCPN SOLICITATION NUMBER 12-54**

This First AMENDMENT of the **AGREEMENT FOR ENERGY PERFORMANCE CONTRACTING SERVICES PURSUANT TO TCPN SOLICITATION NUMBER 12-54** is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Schneider Electric (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about June 28, 2016, the Parties entered into **AGREEMENT FOR ENERGY PERFORMANCE CONTRACTING SERVICES PURSUANT TO TCPN SOLICITATION NUMBER 12-54** attached hereto as Exhibit “One” and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section 11. Performance and Payment Bond is amended as follows:

- A. Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

- B. The Parties acknowledge and agree that the performance and payment bond required by Section 11A shall be for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure Contractor’s payment obligations to its Subcontractors and suppliers related to this work. Notwithstanding any provision to the contrary herein, any

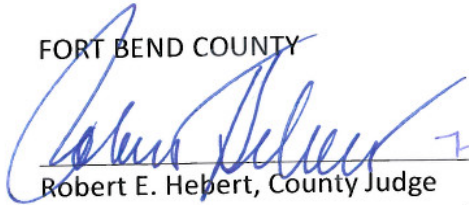
payment and performance bonds associated with this Contract guarantees only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the contract.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

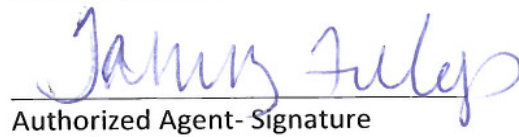
III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY


Robert E. Hebert, County Judge

SCHNEIDER ELECTRIC


Authorized Agent- Signature

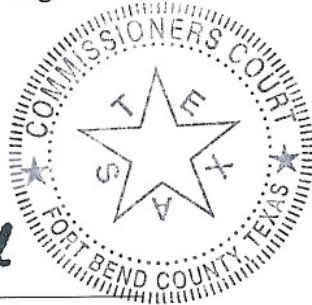
Tammy Fulop
Authorized Agent- Printed Name

VP
Title

July 15, 2016
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


James Knight
Fort Bend County Facilities Director

Attachments:

Exhibit One: **AGREEMENT FOR ENERGY PERFORMANCE CONTRACTING SERVICES PURSUANT TO TCPN SOLICITATION NUMBER 12-54**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR
ENERGY PERFORMANCE CONTRACTING SERVICES
PURSUANT TO
TCPN SOLICITATION NUMBER 12-54
PERFORMANCE-BASED BUILDING IMPROVEMENT PROGRAM
FORT BEND COUNTY JAIL – WEST TOWER AND ADMINISTRATION/OLD JAIL**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Schneider Electric Buildings Americas, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Texas Local Government Code Chapter 302 authorizes a local government to enter into a performance contract with a provider for energy or water conservation or usage measures in which the estimated energy savings, utility cost savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period;

WHEREAS, County engaged Contractor to obtain an Investment Grade Audit Service Report by Contractor (hereinafter “IGA”) as a result of the AGREEMENT FOR ENERGY PERFORMANCE CONTRACTING SERVICES PURSUANT TO TCPN SOLICITATION NUMBER 12-54 entered into by the Parties on or around January 26, 2016;

WHEREAS, as a result of the IGA, County desires to participate in Contractor’s guaranteed performance-based building improvement program as allowed by LGC 302;

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, the goods and services to be provided as part of the guaranteed performance-based building improvement program will be in accordance with The Cooperative Purchasing Network (TCPN) solicitation number 12-54 and the IGA;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Term

This Agreement is effective upon execution of both Parties and shall continue until all services identified herein (both IGA and PASS) have been performed or until terminated by a Party, whichever shall occur first. However, both Parties acknowledge and agree that the term of this Agreement shall not exceed the lesser 20 years from the final date of installation or the maximum term allowed by Texas law.

Section 2. Scope of Services

A. IGA Implementation Services:

1. Contractor agrees to provide HVAC and lighting retrofits based on the recommendation made by Contractor, and accepted by County, as a result of the IGA. These Services are more specifically identified in, and shall be performed in accordance with Exhibit A, IGA Project.
2. Contractor shall commence with IGA Implementation Services (hereinafter "the IGA Project") upon receipt of the Notice to Proceed from County and achieve Substantial Completion of the Work within 450 days of receipt of the Notice. Contractor understands that time is of the essence, and Contractor shall be fully responsible for its delays or its failure to comply with the terms of this Contract.
3. Contractor and County shall mutually agree on a schedule of performance of Service for each specific item listed in Exhibit A that will enable the IGA Project to proceed continuously according to such schedule. Unless caused by events beyond Contractor's control as set forth in the Force Majeure section herein, unexcused failure of Contractor maintain progress in accordance with the agreed schedule will be ground for declaring Contractor in default.
4. Contractor shall confer with County during the IGA Project's progress on a regular basis. Contractor shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by County in order to evaluate the progress of the Project.
5. Contractor shall provide regular monitoring of the Project's time schedule as the IGA Project progress and Contractor shall identify potential variance between the schedule timetable and the probable completion dates. Contractor shall also anticipate potential problems, review the project's pending, incomplete and future

development, operation and implementation schedule and recommended adjustments in the IGA Project's timetable to meet the completion dates.

6. Contractor shall provide summary reports of each monitoring and documents all changes in the IGA Project's time schedule.
7. Performance Progress Review Meetings and Reports to Identify Problems and Savings. During the term of this Agreement, the parties shall periodically meet at a mutually agreed location or conduct a telephone conference call to discuss the progress of the IGA Project and Services. Contractor shall identify any problem or circumstance, or cost saving method encountered by Contractor, or which Contractor gained knowledge of during the period since the last such status report (including, without limitation, the failure of either party to perform, any delay of either party in performing, or the inadequacy in the performance of either party) which (i) may prevent or tend to prevent Contractor from completing any of its obligations hereunder, or (ii) may lower County's cost in this IGA Project, or (iii) may cause or tend to cause County to generate fees, costs or other charges under this Contract. Before performing any Service that will result in a charge to County or unnecessary cost to County, Contractor shall identify the amount of charges, if any, and the cause of any identified problem or circumstance and steps taken or proposed to be taken by Contractor or County to remedy same.
 - a. To the extent a cost saving method is available to lower Contractor's fee, the charges payable by County under this Contract shall be equitably adjusted to reflect such projected cost savings.
 - b. For any problem or circumstance included in any of Contractor's status reports that Contractor claims was the result of County's failure or delay in discharging County's obligations under this Agreement County shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If County agrees as to the cause of such problem or circumstance, then the performance time shall be considered extended for a period of time equivalent to the time lost because of such delay. Other than such extension of time, County shall not be liable to Contractor for delay to Contractor's services by the act, neglect, or default of County, or County Personnel, or any cause beyond County's control.

B. Performance Assurance Support Services:

1. Contractor agrees to provide County with Performance Assurance Support Services (hereinafter "PASS Services") as described in Exhibit B.

2. The initial term for PASS Services shall commence at the Savings Guarantee Commencement Date, which is the first day of the first utility billing period following the month in which Contractor delivers to Customer the project warranty letter, and continue for a one year period. Thereafter, the PASS services shall automatically renew each anniversary date for additional one (1) year periods thereafter.
 3. The PASS Services to be provided in the initial term have already been included in the amount assessed in the fee schedule provided in Exhibit G. Costs for PASS Services provided beyond the initial term are addressed in the "Compensation and Payment" Section of this Agreement and in Exhibit B.
- C. Additional Services: Performance of all Services by Contractor including any changes to the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

Section 3. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- C. In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit F. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

Section 4. Compensation and Payment

- A. Contract Cost.
 1. County's total cost for the IGA Project shall not exceed \$5,936,031 as detailed in Exhibit G. IGA Project Payments shall be made to Contractor monthly based on the percentage completion of items delineated on a "Schedule of Values" completed during the prior month. The Schedule of Values will be developed by Contractor and provided to Customer at the beginning of project implementation.

2. The cost for PASS Services provided to County during the initial term has been calculated in the maximum amount allocated for the IGA project; thus no additional cost will be due for these services provided during that time. Thereafter, Contractor shall invoice and County shall make one annual payment for PASS in accordance with Exhibit B.
 3. Expenses. Unless prior written approval by County is obtained, Contractor shall be responsible for all mileage, parking fees, technology, research, labor, materials, tools, equipment, machinery and/or other expenses related to the fulfillment of the requirements of the Contract. Upon County's prior written approval for travel and out of pocket expense, County shall reimburse Contractor for such expenses related to the fulfillment of the requirements of the Contract to the extent that such expenses comply with County policies for such reimbursements and expenses. A copy of the County Travel policy is incorporated by referenced and attached as Exhibit H to this Agreement.
- B. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in Exhibit A, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- C. Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

Section 5. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$5,936,031.00 specifically allocated to fully discharge any and all liabilities County may incur for the IGA Project provided by Contractor in accordance with this Agreement.
- B. Contractor's fee shall be calculated as set forth in the attached Exhibit G. The Maximum Compensation for any and all services provided pursuant to this Agreement is the

amount certified as available by the Fort Bend County Auditor. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or County determines that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the Parties may treat the termination as a termination for convenience as described in this Section.

- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 4 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation, Employers' Liability, and Professional Liability (if required). Commercial General Liability, Automobile Liability, and Workers Compensation policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. Contractor shall notify the County within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will be canceled.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Performance and Payment Bond

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

Section 12. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL THIRD PARTY LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING

REASONABLE ATTORNEYS FEES, FOR BODILY INJURY AND TANGIBLE PROPERTY DAMAGE, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. IF ANY SUCH CLAIM IS MADE, CONTRACTOR, AT CONTRACTOR'S EXPENSE, SHALL DEFEND AGAINST AND PAY ANY AND ALL COSTS, EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND OTHER RETAINED PROFESSIONALS), AND DAMAGES OF ANY KIND ARISING OUT OF SUCH CLAIM, WHETHER OR NOT THAT CLAIM IS SUCCESSFUL, PROVIDED THAT THE COUNTY: (A) GIVES CONTRACTOR PROMPT WRITTEN NOTICE OF SUCH CLAIM; AND (B) COOPERATES WITH CONTRACTOR, AT CONTRACTOR'S EXPENSE, IN THE DEFENSE OF SUCH CLAIM. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY SETTLEMENT MADE BY THE COUNTY WITHOUT CONTRACTOR'S PRIOR WRITTEN CONSENT.

Section 13. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of

County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: Facilities Director
301 Jackson Street, Suite 301
Richmond, TX 77469

Contractor: Schneider Electric Buildings Americas, Inc.
ATTN: VP/CFO
1650 W. Crosby Rd.
Carrollton, TX 75006

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Texas Local Government Code Chapter 302, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A: IGA Project & IGA Audit Report; Exhibit B: PERFORMANCE ASSURANCE SUPPORT SERVICES; Exhibit C: PERFORMANCE GUARANTEE Exhibit D: Measurement & Verification; Exhibit E: County Responsibility For Performance Guarantee; Exhibit F: Chapter 2258 Requirements; Exhibit G: Cost and Exhibit H: County Travel Policy all of which are incorporated by reference as if set forth herein verbatim for all purposes.

Section 26. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: first: Exhibit F: Chapter 2258 Requirements; second: this document titled *AGREEMENT FOR ENERGY PERFORMANCE CONTRACTING SERVICES PURSUANT TO TCPN SOLICITATION NUMBER*

12-54 PERFORMANCE-BASED BUILDING IMPROVEMENT PROGRAM FORT BEND COUNTY JAIL – WEST TOWER AND ADMINISTRATION/OLD JAIL third: Exhibit H: County Travel Policy fourth: Exhibit A: IGA Project & IGA Audit Report, fifth: Exhibit C: PERFORMANCE GUARANTEE; sixth: Exhibit B: PERFORMANCE ASSURANCE SUPPORT SERVICES; seventh: Exhibit D: Measurement & Verification; and last Exhibit E: County Responsibility For Performance Guarantee.

Section 27. LIMITATION OF LIABILITY

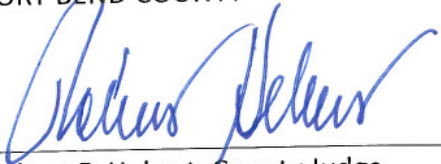
NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF CONTRACTOR FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL MAXIMUM COMPENSATION IDENTIFIED IN SECTION 4, COMPENSATION AND PAYMENT. THE PRECEDING SENTENCE LIMITATION ON MAXIMUM LIABILITY SHALL NOT APPLY TO THE EXTENT OF CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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Execution page follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 28th day of June, 2016.

FORT BEND COUNTY


Robert E. Hebert, County Judge

SCHNEIDER ELECTRIC
BUILDINGS AMERICAS, INC.


Authorized Agent- Signature

TAMMY FULOP
Authorized Agent- Printed Name

ATTEST:

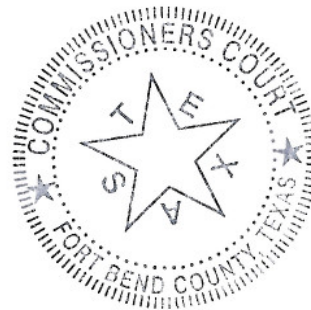

Laura Richard, County Clerk

VP
Title

6-20-2016
Date

APPROVED:


James Knight
Fort Bend County Facilities Director



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 5,936,031.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A:
IGA PROJECT
&
IGA REPORT

EXHIBIT A: IGA PROJECT

County hereby acknowledges and agrees that the scope of work shall be limited to, and CONTRACTOR shall only perform, the following:

BUILDING AUTOMATION SYSTEM SCOPE OF WORK

A new Schneider Electric Building Automation System (BAS) is to be installed at the facilities listed below as specified in this document. The Schneider Electric BAS will include control and monitoring as outlined below for each facility. The BAS will be controllable from a central workstation located on the County's WAN/LAN (See Exhibit E of contract). A new desktop computer will be supplied by CONTRACTOR (owned by County), which will provide continuous access to the system with a user-friendly graphical Windows interface. A web enabled interface will also be included to provide web access to the system for up to 3 simultaneous users. Control zones will be programmed for temperature setup and temperature setback (as stated in Section II-H of contract), along with unoccupied dew point setup monitoring. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

CONTRACTOR will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, service tool usage, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

The facilities included are:

- Fort Bend County Jail – West Tower and Administration/Old Jail

A new Schneider Electric BAS is to be installed in the West Tower, Administration, and Old Jail Area, to control the Heating, Ventilation, and Air Conditioning (HVAC) equipment listed below. Existing BAS panels that cannot be reused will be either replaced or demolished. All air handler hot water and chilled water valve and actuator assemblies will be replaced with new electronic valve and actuator assemblies, per the mechanical scope of work of this contract. All existing hot water, chilled water and condenser water system isolation valves will be retrofitted with new electronic actuators. All existing VFD's will be replaced by new ABB brand VFD's, per County specification. All damper actuators for units listed in the following scope of work will be replaced with new. Electrical kWh monitoring of the one (1) primary electrical feed to the main building will be provided for monitoring of consumption of the facility per the Measurement and Validation requirements in Exhibit D. Communication to the central workstation will be provided through the County's wide area network.

Chilled Water System

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Chiller Enable/Disable (2)▪ CHW Isolation Valve Actuation (2)▪ Primary CHW Pump VFD Start/Stop (2)▪ Primary CHW Pump VFD Speed (2)▪ Secondary CHW Pump VFD Start/Stop (2)▪ Secondary CHW Pump VFD Speed (2)	<ul style="list-style-type: none">▪ Chiller Run Load Amps (2)▪ Chiller Evaporator Differential Pressure (2)▪ Chiller CHW Supply Temperature (2)▪ Chilled Water Decoupler Temperature▪ Chilled Water Decoupler Flow▪ Secondary CHW Return Temperature▪ Secondary CHW Supply Temperature▪ Secondary CHW Differential Pressure – Local▪ Secondary CHW Differential Pressure – Remote▪ Primary CHW Pump VFD Feedback (2)▪ Secondary CHW Pump VFD Feedback (2)

Condenser Water System

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Chiller CW Isolation Valve Actuation (2)▪ CW Pump VFD Start/Stop (2)▪ CW Pump VFD Speed (2)▪ CT Isolation Valve Actuation(2)▪ Cooling Tower Fan VFD Start/Stop (2)▪ Cooling Tower Fan VFD Speed (2)	<ul style="list-style-type: none">▪ Chiller Condenser Differential Pressure (2)▪ Chiller CW Supply Temperature (2)▪ Condenser Water Supply Temperature▪ Condenser Water Return Temperature▪ CW Pump VFD Feedback (2)▪ Cooling Tower Fan VFD Feedback (2)

Hot Water System

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Boiler Enable/Disable (2)▪ Boiler Isolation Valve Actuation (2)▪ HW Bypass Valve Actuation▪ Hot Water Pump Start/Stop (4)	<ul style="list-style-type: none">▪ Boiler Supply Temperature (2)▪ Primary HW Return Temperature▪ Secondary HW Supply Temperature▪ Secondary HW Return Temperature▪ Secondary HW Differential Pressure – Local▪ Secondary HW Differential Pressure - Remote▪ Hot Water Pump Status (4)

RTU-1A

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Cooling Stage(s)Enable/Disable▪ Heating Stage(s) Enable/Disable▪ Supply Fan Command▪ Outside Air Damper Actuation	<ul style="list-style-type: none">▪ Space Temperature▪ Supply Air Temperature▪ Supply Fan Status

UH-1A

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command	<ul style="list-style-type: none">▪ Space Temperature▪ Supply Fan Status

VAV Multi-Zone AHU's – Typical of Two (AHU's 1 and 2)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Outside Air Damper Actuation ▪ Chilled Water Valve Actuation ▪ Hot Water Valve Actuation ▪ Supply Fan VFD Start/Stop ▪ Supply Fan VFD Start/Stop ▪ Zone Mixing Damper Actuation (9 total) ▪ Zone Volume Damper Actuation (9 total) 	<ul style="list-style-type: none"> ▪ Hot Deck Temperature ▪ Cold Deck Temperature ▪ Mixed Air Temperature ▪ Space Relative Humidity ▪ Supply Air Static Pressure ▪ Supply Fan VFD Feedback ▪ Zone Temperature (9 total)

Constant Volume Single Zone Units – Typical of 85

(AH's 1G, 1H, 1J - 1N, 1P, 2A - 2H, 2J, 3A, 4A - 4H, 4J, 5A, 6A - 6H, and 6J, AHU's 3 - 6, FC's 1A - 1H, 1J - 1M, 1P, 1Q, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, P1, and P2, RTU's 1B - 1E, SC's 1-12, and UH's P1 and P2)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Chilled Water Valve Actuation ▪ Hot Water Valve Actuation ▪ Supply Fan Command ▪ Outside Air Damper Actuation 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Supply Air Temperature ▪ Supply Fan Status

Constant Volume Single Zone Units w/Space Humidity – Typical of 6

(AH's 1A - 1F)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Chilled Water Valve Actuation ▪ Hot Water Valve Actuation ▪ Supply Fan Command ▪ Outside Air Damper Actuation 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Supply Air Temperature ▪ Supply Fan Status ▪ Space Humidity*

Make Up Air Units – Typical of 7

(MAU's 3A - 3D, 6A, 6B, and P1)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Chilled Water Valve Actuation ▪ Hot Water Valve Actuation ▪ Supply Fan Command ▪ Outside Air Damper Actuation 	<ul style="list-style-type: none"> ▪ Supply Air Temperature ▪ Supply Air Humidity ▪ Supply Fan Status

Packaged Heat Pump Units – Typical of 4

(PHP's 2A - 2B)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Compressor Stage(s) Command ▪ Reversing Valve Command ▪ Auxiliary Heating Command 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Supply Air Temperature ▪ Supply Fan Status

Miscellaneous Points

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Exhaust Fan Command* 	<ul style="list-style-type: none"> ▪ Electric Meter Power kW + kWh

* - Exhaust Fans will be grouped (zoned) to match Exhibits of units and will be determined by CONTRACTOR.

EXCLUSIONS

The following items are excluded from CONTRACTOR's Automation scope of work:

- Control or integration of any smoke/fire dampers, as well as supply and exhaust fans..
- Asbestos abatement of any kind.
- Air flow testing and balancing on HVAC equipment will not be included as part of the Automation scope work.
- Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. CONTRACTOR will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the County. CONTRACTOR will create an EDR (equipment deficiency report) to give County written notification if such equipment or devices are found.
- CONTRACTOR will not add or control any window units via the building automation system.
- CONTRACTOR will not control any self-contained units (units with integral control, not for remote control) via the building automation system. These are typically known as mini-splits, Daikin units, or PTAC.
- Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the building automation system.
- CONTRACTOR is not responsible for existing safeties on equipment or any life safety equipment. If CONTRACTOR is to replace a starter with a VFD, CONTRACTOR will tie-in existing safety circuit into the VFD safety circuit. CONTRACTOR will not be responsible for the functionality of the existing safety devices. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the County and the sequence will be provided to CONTRACTOR.
- Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the Automation project.
- CONTRACTOR will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
- Control points on the existing BAS not needed to implement ECMs or functional sequence of operations will not be included in the Schneider Electric BAS unless specified.
- If equipment/devices controlled by the existing BAS are not in the Scope of Work, CONTRACTOR is not responsible for their functionality.
- Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and will be in compliance with local codes and authorities having jurisdiction.
- CONTRACTOR will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of CONTRACTOR.
- CONTRACTOR will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project.
- CONTRACTOR will not be responsible for controlling the HVAC equipment located in buildings without WAN/LAN network communication. These buildings are excluded from the scope of work.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Matching of paint color or ceiling tile color and pattern will be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt will be minimized where possible. Similar or complementary tiles will be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) will be performed by the owner.
- Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
- Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by CONTRACTOR); the total demolition will be the responsibility of the owner, unless otherwise stated.

LIGHTING SCOPE OF WORK

Ft Bend County Jail Sherriff, Old Jail & West Tower

Bldg Name	Room Name	Existing Fixture Type	EQty	Proposed Fixture Type	PQty
Exterior	Back Parking	Flood 400W HPS	2	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	2
Exterior	Back Parking	Shoebox 400W HPS	7	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	7
Exterior	Front & Side Parking	Shoebox 400W HPS	12	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	12
Exterior		Wallpack 150W HPS	35	LWP 1' 2-Card, 50W, LED Wall Pack - Small	35
Exterior	Flag Flood	Flood 400W MH	2	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	2
Exterior	Roof and Yard by Shop	Flood 400W MH	3	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	3
Exterior	Roof and Yard by Shop	Flood 400W MH	8	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	8
Exterior	Roof and Yard by Shop	CFL Wallpack	4	LWP 1' 1-Card, 25W, LED Wall Pack	4
Exterior	Front Entrance	8' 1T12 Strip	6	RSK 8' 2-card 42W Custom Retrofit Strip Kit	6
Exterior	Doorways	Recessed Can 70W MH	7	LED Downlight 8" 14W	7
1A	911	2x4 2T8 Recessed	55	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector	55
1A	911	75 Watt R30	21	Relamp PAR30 LED	21
1A	Records	2x4 2T8 Recessed	43	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector	43
1A	F Lab	2x4 2T8 Recessed	10	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector	10
1A	Various	2x4 2T8 Recessed	7	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit w/ Emergency Battery	7
1A	Various	1x4 2T8	6	L&B Kit 2-lamp 18W TLED	6
1A	RR	Vanity 2' 2T8	4	L&B Kit 2' 2-lamp 8W TLED	4
1A	Mechanical	4' 2T8 Industrial Strip	8	L&B Kit 2-lamp 18W TLED	8

1A	RR	Wrap 4' 2T8	2	L&B Kit 2-lamp 18W TLED	2
1A	Entrance	Recessed Can Dual CFL	4	LED Downlight 8" 14W	4
1A	Halls	Exit 2 Lamp 18W CFL	4	Exit LED TR	4
1A	Halls	2x4 2T8 Recessed	6	L&B Kit 2-lamp 18W TLED	6
1A	Halls	2x4 2T8 Recessed Emergency	6	L&B Kit 2-lamp 18W TLED Emer	6
1B	CID	2x4 3T8 Recessed	26	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector	26
1B	CID	4' 2T8 Strip	3	L&B Kit 2-lamp 18W TLED	3
1B	Various	2x4 2T8 Recessed	9	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit w/ Emergency Battery	9
1B	B-2	2x4 2T8 Recessed	33	L&B Kit 2-lamp 18W TLED	33
1B	RR	Vanity 2' 2T8	4	L&B Kit 2' 2-lamp 8W TLED	4
1B	RR	Wrap 4' 2T8	6	L&B Kit 2-lamp 18W TLED	6
1B	B-3	2x4 2T8 Recessed	36	L&B Kit 2-lamp 18W TLED	36
1B	B-4	2x4 2T8 Recessed	37	L&B Kit 2-lamp 18W TLED	37
1B	B-5	2x4 2T8 Recessed	14	L&B Kit 2-lamp 18W TLED	14
1B	Hall	2x4 2T8 Recessed	6	L&B Kit 2-lamp 18W TLED	6
1B	Hall	2x4 2T8 Recessed Emergency	6	L&B Kit 2-lamp 18W TLED Emer	6
1B	Various	Exit 2 Lamp 18W CFL	12	Exit LED TR	12
1C	Shop	2x4 2T8 Recessed	23	L&B Kit 2-lamp 18W TLED	23
1C	Shop	1x4 2T8	1	L&B Kit 2-lamp 18W TLED	1
1C	Shop	Vanity 2' 2T8	1	L&B Kit 2' 2-lamp 8W TLED	1
1C	C-2	2x4 2T8 Recessed	20	L&B Kit 2-lamp 18W TLED	20
1C	C-2	1x4 2T8	4	L&B Kit 2-lamp 18W TLED	4
1C	C-2	1x1 Recessed Dual CFL	2	SSC LED; 1-Module; 17W Shallow Square Canopy	2
1C	C-1	1x4 2T8 TR	12	L&B Kit 2-lamp 18W TLED TR	12
1C	C-1	2x4 2T8 Recessed	2	L&B Kit 2-lamp 18W TLED	2
1C	C-1	Vanity 2' 2T8	1	L&B Kit 2' 2-lamp 8W TLED	1
1C	Juvi Cell	1x4 2T8 TR	34	L&B Kit 2-lamp 18W TLED TR	34

1C	Juvi Cell	1x4 CFL Night Light	17	L&B PL-LED 2-pin Horizontal TR	17
1C	Juvi Cell	Desk Light PL-CFL T5 Biax TR	19	L&B Kit 2' FT 18W TLED TR	19
1C	Juvi Cell	4' 2T8 Strip	4	L&B Kit 2-lamp 18W TLED	4
1C	Hall	2x4 2T8 Recessed	13	L&B Kit 2-lamp 18W TLED	13
1C	Various	Exit 2 Lamp 18W CFL	3	Exit LED TR	3
1C	C-3	1x4 2T8	10	L&B Kit 2-lamp 18W TLED	10
1D	D-1	2x4 2T8 Recessed	16	L&B Kit 2-lamp 18W TLED	16
1D	D-1	2x4 2T8 Recessed Emergency	5	L&B Kit 2-lamp 18W TLED Emer	5
1D	D-1	1x1 Recessed Dual CFL	1	L&B Dual PL-LED 2-pin Horizontal TR	1
1D	D-1	Wrap 4' 2T8	3	L&B Kit 2-lamp 18W TLED	3
1D	Federal Temporary Inmates	4' 2T8 Strip	24	L&B Kit 2-lamp 18W TLED	24
1D	Federal Temporary Inmates	2x4 2T8 Recessed TR	22	L&B Kit 2-lamp 18W TLED TR	22
1D	Federal Temporary Inmates	1x4 2T8 TR	160	L&B Kit 2-lamp 18W TLED TR	160
1D	Federal Temporary Inmates	1x4 CFL Night Light	80	L&B PL-LED 2-pin Horizontal TR	80
1D	Federal Temporary Inmates	Desk Light PL-CFL T5 Biax TR	4	L&B Kit 2' FT 18W TLED TR	4
1D	Federal Temporary Inmates	Desk Light PL-CFL	60	L&B PL-LED 2-pin Horizontal TR	60
1D	Federal Temporary Inmates	Wrap 4' 2T8	12	L&B Kit 2-lamp 18W TLED TR	12
1D	Exercise Courts	Flood 400W HPS	3	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	3
1D	Hall	2x4 2T8 Recessed	8	L&B Kit 2-lamp 18W TLED	8
1D	Hall	2x4 2T8 Recessed Emergency	7	L&B Kit 2-lamp 18W TLED Emer	7
1D	Federal Temporary	8' 2T12 Strip	1	RSK 8' 2-lamp TLED C Adj 5" Retrofit Strip Kit	1

	Inmates				
1D	Various	Exit 2 Lamp 18W CFL	5	Exit LED TR	5
1E	E-1	2x4 2T8 Recessed	105	L&B Kit 2-lamp 18W TLED	105
1E	E-1	2x4 2T8 Recessed Emergency	10	L&B Kit 2-lamp 18W TLED Emer	10
1E	E-1	4' 2T8 Strip	4	L&B Kit 2-lamp 18W TLED	4
1E	E-1	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4
1E	E-1	100W Incandescent	2	Relamp A19 LED	2
1E	Various	Exit 2 Lamp 18W CFL	6	Exit LED TR	6
1E	Sherriff	2x4 2T8 Recessed	24	L&B Kit 2-lamp 18W TLED	24
1E	Sherriff	2x4 2T8 Recessed Emergency	3	L&B Kit 2-lamp 18W TLED Emer	3
1E	Lobby	Recessed Can Dual CFL	19	LED Downlight 8" 14W	19
1E	Lobby	Wall Sconce PL-CFL	14	DNR - Do Not Retrofit	14
1E	Lobby	2x4 2T8 Recessed Emergency	10	L&B Kit 2-lamp 18W TLED Emer	10
1E	E-2 Stairs	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED Emer TR	2
1E	E-2	Wrap 4' 2T8	2	L&B Kit 2-lamp 18W TLED	2
1E	E-2	4' 2T8 Strip	4	L&B Kit 2-lamp 18W TLED	4
1E	E-2	2x4 2T8 Recessed	49	L&B Kit 2-lamp 18W TLED	49
1E	E-2	2x4 2T8 Recessed Emergency	10	L&B Kit 2-lamp 18W TLED Emer	10
1E	E-2	Recessed Can Single CFL	3	LED Downlight 6" 14W	3
1E	E-2	100W Incandescent	2	Relamp A19 LED	2
1F	Halls	2x4 2T8 Recessed TR	19	L&B Kit 2-lamp 18W TLED TR	19
1F	Halls	2x4 2T8 Recessed TR Emergency	20	L&B Kit 2-lamp 18W TLED Emer TR	20
1F	F-2	4' 2T8 Strip	12	L&B Kit 2-lamp 18W TLED	12
1F	F-2	4' 2T8 Strip	7	L&B Kit 2-lamp 18W TLED Emer	7
1F	Maintenance /Storage	2x4 2T8 Recessed	13	L&B Kit 2-lamp 18W TLED	13
1F	Laundry	4' 2T8 Strip	5	L&B Kit 2-lamp 18W TLED	5
1F	Laundry	4' 2T8 Strip	3	L&B Kit 2-lamp 18W TLED Emer	3

1F	Laundry	Wrap 4' 2T8 TR	1	L&B Kit 2-lamp 18W TLED TR	1
1F	Laundry	4' 2T8 Industrial Strip	7	L&B Kit 2-lamp 18W TLED	7
1F	Laundry	2x4 2T8 Recessed TR	12	L&B Kit 2-lamp 18W TLED	12
1F	Laundry	2x4 2T8 Recessed Emergency	4	L&B Kit 2-lamp 18W TLED Emer	4
1F	Laundry	Exit 2 Lamp 18W CFL	1	Exit LED TR	1
1F	Booking	1x4 2T8 TR	35	L&B Kit 2-lamp 18W TLED TR	35
1F	Booking	1x4 CFL Night Light	32	L&B PL-LED 2-pin Horizontal TR	32
1F	Booking	4' 2T8 Strip	3	L&B Kit 2-lamp 18W TLED	3
1F	Booking	2x4 2T8 Recessed TR	35	L&B Kit 2-lamp 18W TLED TR	35
1F	Booking	2x4 2T8 Recessed TR Emergency	14	L&B Kit 2-lamp 18W TLED Emer TR	14
1F	Booking	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED TR	2
1F	Booking	Recessed Can Single CFL	12	L&B PL-LED 4-pin Vertical	12
1F	Booking	100W Incandescent	5	Relamp A19 LED	5
1F	Booking	Exit 2 Lamp 18W CFL	4	Exit LED TR	4
1F	Cell Block F-1	2x4 2T8 Recessed TR	64	L&B Kit 2-lamp 18W TLED TR	64
1F	Cell Block F-1	2x4 2T8 Recessed TR Emergency	10	L&B Kit 2-lamp 18W TLED Emer TR	10
1F	Cell Block F-1	1x4 2T8	22	L&B Kit 2-lamp 18W TLED TR	22
1F	Cell Block F-1	1x4 2T8 TR	5	L&B Kit 2-lamp 18W TLED Emer TR	5
1F	Cell Block F-1	Exit 2 Lamp 18W CFL	7	Exit LED TR	7
1F	Cell Block F-1	Recessed Can Single CFL	3	L&B PL-LED 4-pin Vertical TR	3
1F	Cell Block F-1	Desk Light PL-CFL T5 Biax TR	43	L&B Kit 2' FT 18W TLED TR	43
1G	G-1	2x4 2T8 Recessed	40	L&B Kit 2-lamp 18W TLED	40
1G	G-1	2x4 2T8 Recessed Emergency	28	L&B Kit 2-lamp 18W TLED Emer	28
1G	G-1	Down Light 60W Incandescent	22	Relamp A19 LED	22
1G	G-1	4' 2T8 Strip	8	L&B Kit 2-lamp 18W TLED	8
1G	G-1	1x4 2T8 TR	4	L&B Kit 2-lamp 18W TLED TR	4
1G	G-1	Wrap 4' 2T8	6	L&B Kit 2-lamp 18W TLED	6

1G	Stairs	Wrap 4' 2T8 TR	5	L&B Kit 2-lamp 18W TLED Emer TR	5
1G	G-1	Exit 2 Lamp 18W CFL	12	Exit LED TR	12
1G	Elevator	4' Strip 3T8	6	L&B Kit 3-lamp 18W TLED	6
1G	Elevator	2x4 2T8 Recessed Emergency	2	L&B Kit 2-lamp 18W TLED Emer	2
1G	Elevator	2x4 2T8 Recessed	2	L&B Kit 2-lamp 18W TLED	2
1G	Visitation	2x4 2T8 Recessed	30	L&B Kit 2-lamp 18W TLED	30
1G	Visitation	2x4 2T8 Recessed Emergency	12	L&B Kit 2-lamp 18W TLED Emer	12
1G	Visitation	4' 2T8 Strip	4	L&B Kit 2-lamp 18W TLED	4
1G	Visitation	4' 2T8 Strip Emer	3	L&B Kit 2-lamp 18W TLED Emer	3
1G	Visitation	Down Light 60W Incandescent	3	Relamp A19 LED	3
1G	Visitation	Exit 2 Lamp 18W CFL	6	Exit LED TR	6
1G	G-2	2x4 2T8 Recessed	60	L&B Kit 2-lamp 18W TLED	60
1G	G-2	2x4 2T8 Recessed Emergency	18	L&B Kit 2-lamp 18W TLED Emer	18
1G	G-2	Wrap 4' 2T8	2	L&B Kit 2-lamp 18W TLED	2
1G	G-2	1x4 2T8 TR	14	L&B Kit 2-lamp 18W TLED TR	14
1G	G-2	1x4 CFL Night Light	14	L&B PL-LED 2-pin Horizontal TR	14
1G	G-2	100W Incandescent	2	Relamp A19 LED	2
1G	G-2	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED TR	2
1G	G-2	4' 2T8 Strip	2	L&B Kit 2-lamp 18W TLED	2
1G	G-2	1x1 Dual CFL TR	2	L&B Dual PL-LED 2-pin Horizontal TR	2
1G	G-2	Exit 2 Lamp 18W CFL	9	Exit LED TR	9
1G	Kitchen	2x4 2T8 Recessed	20	L&B Kit 2-lamp 18W TLED	20
1G	Kitchen	Wrap 4' 2T8	20	L&B Kit 2-lamp 18W TLED	20
1G	Kitchen	4' 2T8 Strip	6	L&B Kit 2-lamp 18W TLED	6
1G	Kitchen	1x4 2T8 TR	4	L&B Kit 2-lamp 18W TLED TR	4
1H	Sally Port	8' Strip 4T8	18	ISC 8' White Reflector; 2-lamp TLED 232H Industrial Strip Channel	18
1H	Intox	2x4 2T8 Recessed TR	2	L&B Kit 2-lamp 18W TLED TR	2

1H	Intox	2x4 2T8 Recessed TR Emergency	1	L&B Kit 2-lamp 18W TLED Emer TR	1
1H	Intox	Wrap 4' 2T8 TR	1	L&B Kit 2-lamp 18W TLED TR	1
1H	Intox	2x4 2T8 Recessed	8	L&B Kit 2-lamp 18W TLED	8
1H	Intox	2x4 2T8 Recessed Emergency	4	L&B Kit 2-lamp 18W TLED Emer	4
2 & 4 A	Exercise Yard	Canopy 1x1 250W MH	16	IWC 4' White Reflector; 332H Industrial Wire Cage	16
2 & 4 A	Corridor	2x4 2T8 Recessed TR	4	L&B Kit 2-lamp 18W TLED	4
2 & 4 A	Corridor	2x4 2T8 Recessed TR Emergency	8	L&B Kit 2-lamp 18W TLED Emer TR	8
2 & 4 A	Stairs	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED Emer TR	2
2 & 4 A	Officer's Pod	2x2 PL-L Biax	4	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	4
2 & 4 A	Officer's Pod	2x4 2T8 Recessed	8	L&B Kit 2-lamp 18W TLED	8
2 & 4 A	Officer's Pod	2x4 2T8 Recessed Emergency	8	L&B Kit 2-lamp 18W TLED Emer	8
2 & 4 A	Officer's Pod	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4
2 & 4 A	Cell Blocks	2x2 Recessed 400w Metal Halide	16	LHR 2' 6-Card, 140W, LED High Bay Recessed	16
2 & 4 A	Cell Blocks	2x2 Recessed 400w Metal Halide	8	LHR 2' 6-Card, 140W, LED High Bay Recessed	8
2 & 4 A	Cell Blocks	1x4 2T8 TR	130	L&B Kit 2-lamp 18W TLED TR	130
2 & 4 A	Cell Blocks	1x4 2T8 TR	44	L&B Kit 2-lamp 18W TLED Emer TR	44
2 & 4 A	Cell Blocks	1x4 CFL Night Light	80	L&B PL-LED 2-pin Horizontal TR	80
2 & 4 A	Cell Blocks	1x1 Dual CFL TR	32	L&B Dual PL-LED 2-pin Horizontal TR	32
2 & 4 A	Cell Blocks	Desk Light PL-CFL T5 Biax TR	80	L&B Kit 2' FT 18W TLED TR	80
2 & 4 A	Cell Blocks	2x4 2T8 Recessed TR Emergency	8	L&B Kit 2-lamp 18W TLED Emer TR	8
2 & 4 A	Cell Blocks	4' 2T8 Strip	28	L&B Kit 2-lamp 18W TLED	28
2 & 4 A	Cell Blocks	4' 2T8 Strip Emer	8	L&B Kit 2-lamp 18W TLED Emer	8
2 & 4 A	Various	Exit 2 Lamp 18W CFL	28	Exit LED TR	28
2 & 4 B	Visitation	2x4 2T8 Recessed	28	L&B Kit 2-lamp 18W TLED	28
2 & 4 B	Visitation	2x4 2T8 Recessed Emergency	24	L&B Kit 2-lamp 18W TLED Emer	24
2 & 4 B	Visitation	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4

2 & 4 B	Various	Exit 2 Lamp 18W CFL	56	Exit LED TR	56
2 & 4 B	Elevator	4' Strip 3T8	6	L&B Kit 3-lamp 18W TLED	6
2 & 4 B	Stairs	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED Emer	4
2 & 4 B	Elevator Corridor	2x4 2T8 Recessed	14	L&B Kit 2-lamp 18W TLED	14
2 & 4 B	Elevator Corridor	2x4 2T8 Recessed Emergency	12	L&B Kit 2-lamp 18W TLED Emer	12
2 & 4 B	Exercise Yard	Canopy 1x1 250W MH	8	IWC 4' White Reflector; 332H Industrial Wire Cage	8
2 & 4 B	Corridor	2x4 2T8 Recessed TR	12	L&B Kit 2-lamp 18W TLED	12
2 & 4 B	Corridor	2x4 2T8 Recessed TR Emergency	12	L&B Kit 2-lamp 18W TLED Emer TR	12
2 & 4 B	Stairs	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED Emer TR	2
2 & 4 B	Officer's Pod	2x2 PL-L Biax	4	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	4
2 & 4 B	Officer's Pod	2x4 2T8 Recessed	8	L&B Kit 2-lamp 18W TLED	8
2 & 4 B	Officer's Pod	2x4 2T8 Recessed Emergency	8	L&B Kit 2-lamp 18W TLED Emer	8
2 & 4 B	Officer's Pod	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4
2 & 4 B	Cell Blocks	2x2 Recessed 400w Metal Halide	16	LHR 2' 6-Card, 140W, LED High Bay Recessed	16
2 & 4 B	Cell Blocks	2x2 Recessed 400w Metal Halide	8	LHR 2' 6-Card, 140W, LED High Bay Recessed	8
2 & 4 B	Cell Blocks	1x4 2T8 TR	166	L&B Kit 2-lamp 18W TLED TR	166
2 & 4 B	Cell Blocks	1x4 2T8 TR	50	L&B Kit 2-lamp 18W TLED Emer TR	50
2 & 4 B	Cell Blocks	1x4 CFL Night Light	106	L&B PL-LED 2-pin Horizontal TR	106
2 & 4 B	Cell Blocks	1x1 Dual CFL TR	32	L&B Dual PL-LED 2-pin Horizontal TR	32
2 & 4 B	Cell Blocks	Desk Light PL-CFL T5 Biax TR	120	L&B Kit 2' FT 18W TLED TR	120
2 & 4 B	Cell Blocks	2x4 2T8 Recessed TR Emergency	10	L&B Kit 2-lamp 18W TLED Emer TR	10
2 & 4 B	Cell Blocks	4' 2T8 Strip	56	L&B Kit 2-lamp 18W TLED	56
2 & 4 B	Cell Blocks	4' 2T8 Strip Emer	8	L&B Kit 2-lamp 18W TLED Emer	8
3 & 5 A	Exercise Yard	Canopy 1x1 250W MH	16	IWC 4' White Reflector; 332H Industrial Wire Cage	16
3 & 5 A	Corridor	2x4 2T8 Recessed TR	4	L&B Kit 2-lamp 18W TLED	4
3 & 5 A	Corridor	2x4 2T8 Recessed TR Emergency	8	L&B Kit 2-lamp 18W TLED Emer TR	8

3 & 5 A	Stairs	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED Emer TR	2
3 & 5 A	Officer's Pod	2x2 PL-L Biax	4	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	4
3 & 5 A	Officer's Pod	2x4 2T8 Recessed	8	L&B Kit 2-lamp 18W TLED	8
3 & 5 A	Officer's Pod	2x4 2T8 Recessed Emergency	8	L&B Kit 2-lamp 18W TLED Emer	8
3 & 5 A	Officer's Pod	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4
3 & 5 A	Cell Blocks	2x2 Recessed 400w Metal Halide	16	LHR 2' 6-Card, 140W, LED High Bay Recessed	16
3 & 5 A	Cell Blocks	2x2 Recessed 400w Metal Halide	8	LHR 2' 6-Card, 140W, LED High Bay Recessed	8
3 & 5 A	Cell Blocks	1x4 2T8 TR	130	L&B Kit 2-lamp 18W TLED TR	130
3 & 5 A	Cell Blocks	1x4 2T8 TR	44	L&B Kit 2-lamp 18W TLED Emer TR	44
3 & 5 A	Cell Blocks	1x4 CFL Night Light	80	L&B PL-LED 2-pin Horizontal TR	80
3 & 5 A	Cell Blocks	1x1 Dual CFL TR	32	L&B Dual PL-LED 2-pin Horizontal TR	32
3 & 5 A	Cell Blocks	Desk Light PL-CFL T5 Biax TR	80	L&B Kit 2' FT 18W TLED TR	80
3 & 5 A	Cell Blocks	2x4 2T8 Recessed TR Emergency	8	L&B Kit 2-lamp 18W TLED Emer TR	8
3 & 5 A	Cell Blocks	4' 2T8 Strip	28	L&B Kit 2-lamp 18W TLED	28
3 & 5 A	Cell Blocks	4' 2T8 Strip Emer	8	L&B Kit 2-lamp 18W TLED Emer	8
3 & 5 A	Various	Exit 2 Lamp 18W CFL	28	Exit LED TR	28
3 & 5 B	Visitation	2x4 2T8 Recessed	28	L&B Kit 2-lamp 18W TLED	28
3 & 5 B	Visitation	2x4 2T8 Recessed Emergency	24	L&B Kit 2-lamp 18W TLED Emer	24
3 & 5 B	Visitation	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4
3 & 5 B	Various	Exit 2 Lamp 18W CFL	56	Exit LED TR	56
3 & 5 B	Elevator	4' Strip 3T8	6	L&B Kit 3-lamp 18W TLED	6
3 & 5 B	Stairs	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED Emer	4
3 & 5 B	Elevator Corridor	2x4 2T8 Recessed	14	L&B Kit 2-lamp 18W TLED	14
3 & 5 B	Elevator Corridor	2x4 2T8 Recessed Emergency	12	L&B Kit 2-lamp 18W TLED Emer	12
3 & 5 B	Exercise Yard	Canopy 1x1 250W MH	8	IWC 4' White Reflector; 332H Industrial Wire Cage	8
3 & 5 B	Corridor	2x4 2T8 Recessed TR	12	L&B Kit 2-lamp 18W TLED	12

3 & 5 B	Corridor	2x4 2T8 Recessed TR Emergency	12	L&B Kit 2-lamp 18W TLED Emer TR	12
3 & 5 B	Stairs	Wrap 4' 2T8 TR	2	L&B Kit 2-lamp 18W TLED Emer TR	2
3 & 5 B	Officer's Pod	2x2 PL-L Biax	4	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	4
3 & 5 B	Officer's Pod	2x4 2T8 Recessed	8	L&B Kit 2-lamp 18W TLED	8
3 & 5 B	Officer's Pod	2x4 2T8 Recessed Emergency	8	L&B Kit 2-lamp 18W TLED Emer	8
3 & 5 B	Officer's Pod	Wrap 4' 2T8	4	L&B Kit 2-lamp 18W TLED	4
3 & 5 B	Cell Blocks	2x2 Recessed 400w Metal Halide	16	LHR 2' 6-Card, 140W, LED High Bay Recessed	16
3 & 5 B	Cell Blocks	2x2 Recessed 400w Metal Halide	8	LHR 2' 6-Card, 140W, LED High Bay Recessed	8
3 & 5 B	Cell Blocks	1x4 2T8 TR	166	L&B Kit 2-lamp 18W TLED TR	166
3 & 5 B	Cell Blocks	1x4 2T8 TR	50	L&B Kit 2-lamp 18W TLED Emer TR	50
3 & 5 B	Cell Blocks	1x4 CFL Night Light	106	L&B PL-LED 2-pin Horizontal TR	106
3 & 5 B	Cell Blocks	1x1 Dual CFL TR	32	L&B Dual PL-LED 2-pin Horizontal TR	32
3 & 5 B	Cell Blocks	Desk Light PL-CFL T5 Biax TR	120	L&B Kit 2' FT 18W TLED TR	120
3 & 5 B	Cell Blocks	2x4 2T8 Recessed TR Emergency	10	L&B Kit 2-lamp 18W TLED Emer TR	10
3 & 5 B	Cell Blocks	4' 2T8 Strip	56	L&B Kit 2-lamp 18W TLED	56
3 & 5 B	Cell Blocks	4' 2T8 Strip Emer	8	L&B Kit 2-lamp 18W TLED Emer	8
6A	Exercise Yard	Flood 250W HPS	8	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	8
6A	Corridor	2x4 2T8 Recessed TR	2	L&B Kit 2-lamp 18W TLED	2
6A	Corridor	2x4 2T8 Recessed TR Emergency	4	L&B Kit 2-lamp 18W TLED Emer TR	4
6A	Stairs	Wrap 4' 2T8 TR	1	L&B Kit 2-lamp 18W TLED Emer TR	1
6A	Officer's Pod	2x2 PL-L Biax	2	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	2
6A	Officer's Pod	2x4 2T8 Recessed Emergency	4	L&B Kit 2-lamp 18W TLED Emer	4
6A	Cell Blocks	1x4 2T8 TR	44	L&B Kit 2-lamp 18W TLED TR	44
6A	Cell Blocks	1x4 2T8 TR	16	L&B Kit 2-lamp 18W TLED Emer TR	16
6A	Cell Blocks	1x4 CFL Night Light	16	L&B PL-LED 2-pin Horizontal TR	16

6A	Cell Blocks	1x1 Dual CFL TR	16	L&B Dual PL-LED 2-pin Horizontal TR	16
6A	Cell Blocks	4' 2T8 Strip	18	L&B Kit 2-lamp 18W TLED	18
6A	Cell Blocks	4' 2T8 Strip Emer	3	L&B Kit 2-lamp 18W TLED Emer	3
6A	Various	Exit 2 Lamp 18W CFL	12	Exit LED TR	12
6B	Visitation	2x4 2T8 Recessed	17	L&B Kit 2-lamp 18W TLED	17
6B	Visitation	2x4 2T8 Recessed Emergency	12	L&B Kit 2-lamp 18W TLED Emer	12
6B	Visitation	Wrap 4' 2T8	2	L&B Kit 2-lamp 18W TLED	2
6B	Various	Exit 2 Lamp 18W CFL	16	Exit LED TR	16
6B	Stairs	Wrap 4' 2T8	3	L&B Kit 2-lamp 18W TLED Emer	3
6B	Corridor	2x4 2T8 Recessed	9	L&B Kit 2-lamp 18W TLED	9
6B	Corridor	2x4 2T8 Recessed Emergency	10	L&B Kit 2-lamp 18W TLED Emer	10
6B	Elevator Corridor	4' 2T8 Strip	3	L&B Kit 2-lamp 18W TLED	3
6B	Elevator Corridor	4' 2T8 Strip Emer	1	L&B Kit 2-lamp 18W TLED Emer	1
6B	Exercise Yard	Flood 250W HPS	8	VNT 2' 2-Card, HO 154W, Viento Medium High Output Site & Area Light	8
6B	Officer's Pod	2x2 PL-L Biax	2	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	2
6B	Officer's Pod	2x4 2T8 Recessed Emergency	4	L&B Kit 2-lamp 18W TLED Emer	4
6B	Cell Blocks	1x4 2T8 TR	44	L&B Kit 2-lamp 18W TLED TR	44
6B	Cell Blocks	1x4 2T8 TR	16	L&B Kit 2-lamp 18W TLED Emer TR	16
6B	Cell Blocks	1x4 CFL Night Light	16	L&B PL-LED 2-pin Horizontal TR	16
6B	Cell Blocks	1x1 Dual CFL TR	16	L&B Dual PL-LED 2-pin Horizontal TR	16
6B	Cell Blocks	4' 2T8 Strip	20	L&B Kit 2-lamp 18W TLED	20
6B	Cell Blocks	4' 2T8 Strip Emer	5	L&B Kit 2-lamp 18W TLED Emer	5
6B	Cell Blocks	2x4 2T8 Recessed TR	23	L&B Kit 2-lamp 18W TLED TR	23
6B	Cell Blocks	2x4 2T8 Recessed TR Emergency	5	L&B Kit 2-lamp 18W TLED Emer TR	5
Penthou se		4' 2T8 Strip	30	L&B Kit 2-lamp 18W TLED	30
Penthou se		4' 2T8 Strip Emer	6	L&B Kit 2-lamp 18W TLED Emer	6

Penthouse	Stairs	Wrap 4' 2T8	2	L&B Kit 2-lamp 18W TLED Emer	2
			5110	5110	

Ft Bend County Jail East Tower

Building Name	Room Name	Existing Fixture Type	EQty	Proposed Fixture Type	PQty
Exterior		CFL Wallpack Triple-Tube	9	L&B PL-LED 4-pin Vertical	9
Level 1	1-A	2x4 2T8 Recessed	11	L&B Kit 2-lamp 18W TLED	11
Level 1	1-A	2x4 2T8 Recessed Emergency	7	L&B Kit 2-lamp 18W TLED Emer	7
Level 1	1-A	2x4 2T8 Recessed TR Emergency	2	L&B Kit 2-lamp 18W TLED Emer TR	2
Level 1	1-A	2x4 3T8 Recessed	5	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector	5
Level 1	1-A	2x4 3T8 Recessed	6	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR	6
Level 1	1-A	2x4 3T8 Recessed Emer	5	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector, Emer	5
Level 1	1-A	Wrap 4' 2T8	2	L&B Kit 2-lamp 18W TLED	2
Level 1	1-A	4' 2T8 Strip	1	L&B Kit 2-lamp 18W TLED	1
Level 1	1-A	Exit LED	9	DNR - Do Not Retrofit	9
Level 1	1-A	Wrap 2' 2T8	8	L&B Kit 2' 2-lamp 8W TLED	8
Level 1	1-A Rec Room	FHB 6T5	4	L&B Kit 6-lamp 24W T5 TLED	4
Level 1	1-B	2x4 3T8 Recessed	18	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR	18
Level 1	1-B	2x4 3T8 Recessed Emer	18	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector, TR, Emer	18
Level 1	1-B	2x4 3T8 Recessed Parabolic	10	L&B Kit 3-lamp 18W TLED	10
Level 1	1-B	2x4 3T8 Recessed	7	RTK 2x4 2-lamp 18W TLED Retrofit Troffer Kit, White Reflector	7
Level 1	1-B	2x4 4T8 Recessed Prismatic	14	RTK 2x4 3-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR	14
Level 1	1-B	Exit LED	12	DNR - Do Not Retrofit	12
Level 1	1-B	1x4 3T8 w/ Night Light & Emer	44	L&B Kit 3-lamp 18W TLED Emer TR	44

Level 1	1-B	4' 2T8 Strip	40	L&B Kit 2-lamp 18W TLED	40
Level 1	1-B	2x2 2T8 U-Tube Prismatic	2	RTK 2x2 2-Lamp TLED White Reflector LBF Retrofit Troffer Kit	2
Level 1	1-B	Wrap 4' 4T8	10	WRK 4' 2-lamp TLED HBF Wrap Retrofit Kit	10
Level 1	1-B	2x4 2T8 Recessed	4	L&B Kit 2-lamp 18W TLED	4
Level 1	1-B	2x4 4T5	10	L&B Kit 4-lamp 24W T5 TLED	10
Level 1	1-B	2x4 4T5 Emer	3	L&B Kit 4-lamp 24W T5 TLED Emer	3
Level 1	1-C	Exit LED	17	DNR - Do Not Retrofit	17
Level 1	1-C	2x4 2T8 Recessed TR	9	L&B Kit 2-lamp 18W TLED TR	9
Level 1	1-C	2x4 2T8 Recessed TR Emergency	6	L&B Kit 2-lamp 18W TLED Emer TR	6
Level 1	1-C	2x4 3T8 Recessed	28	L&B Kit 3-lamp 18W TLED	28
Level 1	1-C	2x4 3T8 Recessed Emer	15	L&B Kit 3-lamp 18W TLED Emer	15
Level 1	1-C	2x4 3T8 Recessed TR	10	L&B Kit 3-lamp 18W TLED TR	10
Level 1	1-C	2x4 3T8 Recessed TR Emer	10	L&B Kit 3-lamp 18W TLED Emer TR	10
Level 1	1-C Stairs	Wrap 2' 2T8	3	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	3
Level 1	1-C	4' 2T8 Strip	30	L&B Kit 2-lamp 18W TLED	30
Level 1	1-C	4' Strip 3T8	6	L&B Kit 3-lamp 18W TLED	6
Level 1	1-C	4' 2T8 Strip Emer	2	L&B Kit 2-lamp 18W TLED Emer	2
Level 1	1-C	4' Strip 3T8 Emer	4	L&B Kit 3-lamp 18W TLED Emer	4
Level 1	1-C	2x4 4T8 Recessed Prismatic	5	RTK 2x4 3-lamp 18W TLED Retrofit Troffer Kit, White Reflector	5
Level 1	1-C	2x2 2T8 U-Tube Prismatic	8	RTK 2x2 2-Lamp TLED White Reflector LBF Retrofit Troffer Kit	8
Level 1	1-C	2x4 4T5	21	L&B Kit 4-lamp 24W T5 TLED	21
Level 1	1-C	2x4 4T5 Emer	9	L&B Kit 4-lamp 24W T5 TLED Emer	9
Level 1	1-C	1x4 3T8 w/ Night Light & Emer	45	L&B Kit 3-lamp 18W TLED Emer TR	45
Level 2, 4, 6 & 8	Cell Block	Jelly Jar PL-CFL TRT Ver	64	L&B PL-LED 4-pin Vertical	64
Level 2, 4, 6 & 8	Cell Block	1x4 3T8 w/ Night Light & Emer	224	L&B Kit 3-lamp 18W TLED Emer TR	224
Level 2, 4, 6 & 8	Cell Block	1x4 2T8 TR	16	L&B Kit 2-lamp 18W TLED TR	16

Level 2, 4, 6 & 8	Cell Block	Exit LED	32	DNR - Do Not Retrofit	32
Level 2, 4, 6 & 8	Cell Toilet/Showe r	2x4 4T8 Recessed Prismatic TR	32	RTK 2x4 3-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR	32
Level 2, 4, 6 & 8	Cell Toilet/Showe r	2x4 4T8 Recessed Prismatic TR Emer	32	RTK 2x4 3-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR Emer	32
Level 2, 4, 6 & 8	Corridor	Exit LED	24	DNR - Do Not Retrofit	24
Level 2, 4, 6 & 8	Corridor	2x4 2T8 Recessed TR	60	L&B Kit 2-lamp 18W TLED TR	60
Level 2, 4, 6 & 8	Corridor	2x4 2T8 Recessed TR Emergency	60	L&B Kit 2-lamp 18W TLED Emer TR	60
Level 2, 4, 6 & 8	Corridor	2x4 3T8 Recessed TR	4	L&B Kit 3-lamp 18W TLED TR	4
Level 2, 4, 6 & 8	Corridor	2x4 4T8 Recessed Prismatic TR Emer	4	RTK 2x4 3-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR Emer	4
Level 2, 4, 6 & 8	Stairs	Wrap 2' 2T8	40	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	40
Level 2, 4, 6 & 8	Other Rooms	1x4 3T8 w/ Night Light & Emer	72	L&B Kit 3-lamp 18W TLED Emer TR	72
Level 2, 4, 6 & 8	Other Rooms	2x4 3T8 Recessed Parabolic	8	L&B Kit 3-lamp 18W TLED	8
Level 2, 4, 6 & 8	Other Rooms	2x4 4T8 Recessed Prismatic TR	32	RTK 2x4 3-lamp 18W TLED Retrofit Troffer Kit, White Reflector TR	32
Level 2, 4, 6 & 8	Other Rooms	2x2 2T8 U-Tube Prismatic	4	RTK 2x2 2-Lamp TLED White Reflector LBF Retrofit Troffer Kit	4
Level 2, 4, 6 & 8	Other Rooms	4' 2T8 Strip	60	L&B Kit 2-lamp 18W TLED	60
Level 2, 4, 6 & 8	Other Rooms	4' 2T8 Strip Emer	8	L&B Kit 2-lamp 18W TLED Emer	8
Level 3, 5, 7 & 9	Cell Block	Jelly Jar PL-CFL TRT Ver	64	L&B PL-LED 4-pin Vertical	64
Level 3, 5, 7 & 9	Cell Block	1x4 3T8 w/ Night Light & Emer	256	L&B Kit 3-lamp 18W TLED Emer TR	256
Level 3, 5, 7 & 9	Cell Block	1x4 2T8 TR	16	L&B Kit 2-lamp 18W TLED TR	16
Level 3, 5, 7 & 9	Cell Block	Exit LED	16	DNR - Do Not Retrofit	16
Level 3, 5, 7 & 9	Cell Block	FHB 6T5	48	L&B Kit 6-lamp 24W T5 TLED	48
Level 3, 5, 7 & 9	Cell Block	FHB 6T5 Emer	16	L&B Kit 6-lamp 24W T5 TLED Emer	16
Level 3, 5, 7 & 9	Cell Block	FHB 4T5	80	L&B Kit 4-lamp 24W T5 TLED	80

Level 3, 5, 7 & 9	Cell Block	FHB 4T5 Emer	80	L&B Kit 4-lamp 24W T5 TLED Emer	80
Level 3, 5, 7 & 9	Stairs	Wrap 2' 2T8	40	L&B Kit 2' 2-lamp FT 18W TLED TR Emer	40
Level 3, 5, 7 & 9	Other Areas	4' 2T8 Strip	76	L&B Kit 2-lamp 18W TLED	76
Level 3, 5, 7 & 9	Other Areas	4' 2T8 Strip Emer	56	L&B Kit 2-lamp 18W TLED Emer	56
Level 3, 5, 7 & 9	Other Areas	Exit LED	24	DNR - Do Not Retrofit	24

2037

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LIGHTING EXCLUSIONS

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Lighting system retrofits on the following lamps, ballasts, or fixtures:
 - Exterior lighting (except F40/34 fluorescent)
 - Incandescent fixtures as follows:
 - On dimmers
 - Where heat, fixture size, or photometrics prevent compact fluorescent application
 - With low burn hours
 - In decorative applications
 - Circline fluorescents.
 - 1', 2', 3', and 6' fluorescents.
 - HO and VHO fluorescents.
 - F48T12 (Instant Start Slimline) fluorescents.
 - 3" spread U-tube fluorescents.
 - High intensity discharge fixtures.
 - Exit signs as follows:
 - Fluorescent exits
 - Edge-lit signs
 - Incandescents which will not accommodate LED retrofit unit
 - Abandoned fixtures.
 - Task lighting on modular furniture.
 - Black light and aquarium lighting.
- Dimming systems and associated fixtures unless specified in the Scope of Work.
- Replacement of emergency lighting battery backup units.
- Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
- Support mechanisms and housings of fixtures.
- Sockets.
- Lenses not specified in the Scope of Work.
- Fluorescent lamp protective sleeves not specified in the Scope of Work.
- Fixture protective covers.
- Fluorescent fixture tombstones not specified in the Scope of Work.

- Switches, twist timers, and breakers will not be replaced.
- Switch plates will not be replaced.
- Electrical wiring except that required for ballast replacement in the fixture.
- Time clocks associated with existing lighting fixtures not specified in the Scope of Work.
- Lighting fixtures will not be replaced unless specified in the Scope of Work.
- Lighting fixtures will not be relocated unless specified in the Scope of Work.

MECHANICAL/ELECTRICAL SCOPE OF WORK

- **Replace sixteen (16) roof-mounted Air Handling Units on Jail Administration** – Sixteen air handling units (AHUs) with chilled water (CHW) cooling and heating hot water (HHW) heating coils will be replaced one-for-one.
 - The proposed AHUs will be factory replacement units by the original manufacturer.
 - The existing curbs match the proposed replacement units and will be re-used.
 - The proposed AHUs will be single-wall units with semi-rigid, multiple density, one piece fiberglass thermal and acoustical liner with fire and abrasion resistant black coating to preclude air erosion up to 4000 FPM velocity and an anti-microbial agent adhered to the liner.
 - New CHW and HHW valves will be provided for each unit.
 - The AHUs will be provided with modulating outside air dampers
 - The existing piping will be re-used.
 - Damaged or missing pipe supports will be replaced with new supports.
 - New condensate traps and drain lines will be provided for each unit
 - New disconnects will be provided for each unit.
 - Each AHU will be tested and balanced to deliver the design air volume flow rate. (unless otherwise directed by the Owner.)

- **Replace two existing 320-ton water-cooled chillers in the Jail Central Plant.** – The two existing series 320-ton water-cooled centrifugal chillers will be replaced one-for-one with new high-efficiency chillers.
 - The proposed chillers will be design for series operation and match original design criteria.
 - The proposed chillers will utilize magnetic bearing technology for higher efficiency.
 - The proposed chillers will also be furnished with variable speed drives for greater efficiency at part load conditions.
 - The chillers can be replaced on 8" condenser water (CW) piping connections will be provided from the existing isolation valves for each chiller. New piping appurtenances (EG: sensors, PT ports, etc.) will be provided as required.
 - A pre-construction test of 100% chiller CHW and CW flow rates will be performed in order to establish proper flow rates.
 - Verify CHW pumps will be performed.
 - Chillers will be furnished with 5-year parts and labor warranty in the compressors.
 - Existing refrigerant monitoring system Test and balance of the two chillers, two CW pumps, and two primary will be revised to match refrigerant of new chillers.
 - Existing water treatment system will not be revised.

- **Replace pneumatic CHW and HHW control valves in West Tower.** –
 - 100 pneumatic chilled water valves will be removed and replaced with new electronic valves. New valves to be reinsulated
 - 102 pneumatic hot water valves will be removed and replaced with new electronic valves. New valves to be reinsulated

- **Install volume dampers in (2) Multizone Air Handling Units (AHUs) in Old Jail area.** –
 - Install (9) volume control dampers ((5) zones in one AHU + (4) in the other) to allow for variable volume control of the AHUs

- **Replace two existing 3 million BTUH gas-fired boilers.** – The two existing boilers will be replaced one-for-one with new high-efficiency condensing hot water boilers.
 - Two existing boilers will be removed. Existing gas piping and heating hot water supply and return piping will be disconnected and re-connected to new boilers.
 - Existing boiler flues will be removed up to 4" from bottom of deck and remaining flue will serve as a sleeve.
 - The proposed boilers will be condensing boilers with efficiencies up to 98%.
 - New boilers will be connected to existing heating hot water supply and return piping.
 - A new 2" gas line connection will be made to each boiler with gas cock and dirt leg.
 - Acid neutralization tank from boiler manufacturer will be provided for each boiler along with a new 1" condensate drain line to existing floor drain.
 - For each new boiler, new 8" round AL29-4C flue pipe will be routed through existing roof opening up to approved roof termination.
 - Test and balance of the two boilers and related existing HWP's will be performed

MECHANICAL EXCLUSIONS

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Costs of providing access, access control, or security Contractor's not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
- Commissioning of existing systems not identified in these documents as included in the Scope of Work.
- Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included.
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
- Waste disposal other than that required to accomplish the Scope of Work.
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or nonpotable water during the construction period.
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
- Cost escalation of materials as a result of a delay in the construction Schedule caused by County action or inaction.
- Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
- Fees for third party engineers acting as County's agent.
- As-built drawings will be provided. Hardcopy drawings will be provided in half size format as well as digital (pdf) format on disk.
- Water treatment equipment not specified in the Scope of Work.
- Structural modifications not specified in the Scope of Work.
- Building envelope modifications not specified in the Scope of Work.

- Replacement of ductwork and diffusers not specified in the Scope of Work.
- Replacement of piping not specified in the Scope of Work.
- Ductwork and piping insulation not specified in the Scope of Work.
- Electrical systems not specified in the Scope of Work.
- Equipment replacement and their components not specified in the Scope of Work

WATER SCOPE OF WORK

Bldg Name	Floor	Room Type	Existing Fixt.	Qty	Uprade Fixture
OLD JAIL	1	LAUNDRY	D-FMBO-P	1	LC-CV-PR
OLD JAIL	1	LAUNDRY	P-FAUCET - NO AC	1	ACORN - CTRL
OLD JAIL	1	BASKETBALL COURT RR	F-D-LT	1	F-CV-LT
OLD JAIL	1	BASKETBALL COURT RR	8F	1	FR5
OLD JAIL	1	JUVENILE CELLS	D-PCOM	7	LC-CV-PR
OLD JAIL	1	JUVENILE CELLS	PCOM-FAUCET - NO AC	7	ACORN - CTRL
OLD JAIL	1	JUVENILE CELLS	S-PCOM	2	LC-RV-PR
OLD JAIL	1	JUVENILE CELLS	PCOM-FAUCET - NO AC	2	ACORN - CTRL
OLD JAIL	1	JUVENILE CELLS	S-PCOM	4	LC-RV-PR
OLD JAIL	1	JUVENILE CELLS	PCOM-FAUCET - NO AC	4	ACORN - CTRL
OLD JAIL	1	JUVENILE CELLS	P-SHOWER	2	35-25 SH
OLD JAIL	1	CELL	D-FMBO-P	1	LC-CV-PR
OLD JAIL	1	CELL	P-FAUCET	1	SMF
OLD JAIL	1	CELL	P-SHOWER	1	35-25 SH
OLD JAIL	1	SEPERATION CELL (SEP)	D-PCOM	3	LC-CV-PR
OLD JAIL	1	SEPERATION CELL (SEP)	PCOM-FAUCET - NO AC	3	ACORN - CTRL
OLD JAIL	1	SEPERATION CELL (SEP)	P-SHOWER	3	35-25 SH
OLD JAIL	1	P6	FLOOR FLUSH	1	LC-CV
OLD JAIL	1	CELL BLOCK 13	D-PCOM	9	LC-CV-PR
OLD JAIL	1	CELL BLOCK 13	PCOM-FAUCET - NO AC	9	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 13	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 14	D-PCOM	9	LC-CV-PR
OLD JAIL	1	CELL BLOCK 14	PCOM-FAUCET - NO AC	9	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 14	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 15	D-PCOM	9	LC-CV-PR
OLD JAIL	1	CELL BLOCK 15	PCOM-FAUCET - NO AC	9	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 15	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 16	D-PCOM	9	LC-CV-PR
OLD JAIL	1	CELL BLOCK 16	PCOM-FAUCET - NO AC	9	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 16	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 17	D-PCOM	9	LC-CV-PR
OLD JAIL	1	CELL BLOCK 17	PCOM-FAUCET - NO AC	9	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 17	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 18	D-PCOM	9	LC-CV-PR
OLD JAIL	1	CELL BLOCK 18	PCOM-FAUCET - NO AC	9	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 18	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 19	D-FMBO-P	1	LC-CV-PR
OLD JAIL	1	CELL BLOCK 19	P-FAUCET - NO AC	1	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 19	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 20	S-PCOM	2	LC-RV-PR
OLD JAIL	1	CELL BLOCK 20	PCOM-FAUCET - NO AC	2	ACORN - CTRL

OLD JAIL	1	CELL BLOCK 20	P-SHOWER	1	35-25 SH
OLD JAIL	1	CELL BLOCK 21	D-PCOM	3	LC-CV-PR
OLD JAIL	1	CELL BLOCK 21	PCOM-FAUCET - NO AC	3	ACORN - CTRL
OLD JAIL	1	CELL BLOCK 21	S-PCOM	1	LC-RV-PR
OLD JAIL	1	CELL BLOCK 21	PCOM-FAUCET - NO AC	1	ACORN - CTRL
OLD JAIL	1	FEMALE CELL	D-PCOM	3	LC-CV-PR
OLD JAIL	1	FEMALE CELL	PCOM-FAUCET - NO AC	3	ACORN - CTRL
OLD JAIL	1	FEMALE CELL	P-SHOWER	3	35-25 SH
OLD JAIL	1	CELL IN FEMALE HALL	S-PCOM	2	LC-RV-PR
OLD JAIL	1	CELL IN FEMALE HALL	PCOM-FAUCET - NO AC	2	ACORN - CTRL
OLD JAIL	1	WEEKEND HOLDING #1	P-SHOWER	2	35-25 SH
OLD JAIL	1	WEEKEND HOLDING #1	S-PCOM	2	LC-RV-PR
OLD JAIL	1	WEEKEND HOLDING #1	PCOM-FAUCET - NO AC	2	ACORN - CTRL
OLD JAIL	1	WEEKEND HOLDING #1	D-PCOM	1	LC-CV-PR
OLD JAIL	1	WEEKEND HOLDING #1	PCOM-FAUCET - NO AC	1	ACORN - CTRL
OLD JAIL	1	WEEKEND HOLDING #2	P-SHOWER	2	35-25 SH
OLD JAIL	1	WEEKEND HOLDING #2	S-PCOM	1	LC-RV-PR
OLD JAIL	1	WEEKEND HOLDING #2	PCOM-FAUCET - NO AC	1	ACORN - CTRL
OLD JAIL	1	WEEKEND HOLDING #2	D-PCOM	2	LC-CV-PR
OLD JAIL	1	WEEKEND HOLDING #2	PCOM-FAUCET - NO AC	2	ACORN - CTRL
OLD JAIL	1	FEMALE HOLDING LOUNGE	GN	1	FR15
OLD JAIL	1	FEMALE CHANGING - BOOKING	P-SHOWER	2	35-25 SH
OLD JAIL	1	BOOKING - CELL BY ENTRANCE	FLOOR FLUSH	2	LC-RV
OLD JAIL	1	BOOKING - CELL BY ENTRANCE	P-SHOWER	1	35-25 SH
OLD JAIL	1	BOOKING - CELL BY ENTRANCE	D-PCOM	1	LC-CV-PR
OLD JAIL	1	BOOKING - CELL BY ENTRANCE	PCOM-FAUCET	1	SMF
OLD JAIL	1	CELL H10 - H11	D-PCOM	2	LC-CV-PR
OLD JAIL	1	CELL H10 - H11	PCOM-FAUCET	2	SMF
OLD JAIL	1	CELL H10 - H11	D-FMBO-P	2	LC-CV-PR
OLD JAIL	1	CELL H10 - H11	P-FAUCET - NO AC	2	ACORN - CTRL
OLD JAIL	1	CELL H1- H2	D-PCOM	2	LC-CV-PR
OLD JAIL	1	CELL H1- H2	PCOM-FAUCET	2	SMF
OLD JAIL	1	CELL H3 - H7	D-PCOM	5	LC-CV-PR
OLD JAIL	1	CELL H3 - H7	PCOM-FAUCET	5	SMF

OLD JAIL	1	CELL D1-D3	D-PCOM	3	LC-CV-PR
OLD JAIL	1	CELL D1-D3	PCOM-FAUCET	3	SMF
OLD JAIL	1	CELL D1-D3	P-SHOWER	4	35-25 SH
OLD JAIL	1	BARBER SHOP	GN	1	FR15
OLD JAIL	1	FEMALE OFFICER	F16-D	1	LC-CV
OLD JAIL	1	FEMALE OFFICER	8F	1	FR10
OLD JAIL	1	MALE OFFICER	F16-D	1	LC-CV
OLD JAIL	1	MALE OFFICER	8F	1	FR10
OLD JAIL	1	MALE/FEMALE COURT HOLDING	D-PCOM	2	LC-CV-PR
OLD JAIL	1	MALE/FEMALE COURT HOLDING	PCOM-FAUCET	2	SMF
OLD JAIL	1	LOUNGE	GN	1	FR15
OLD JAIL	1	CELL 22	D-FMBO-P	1	LC-CV-PR
OLD JAIL	1	CELL 22	P-FAUCET	1	SMF
OLD JAIL	1	CELL 23	D-FMBO-P	2	LC-CV-PR
OLD JAIL	1	CELL 23	P-FAUCET	2	SMF
OLD JAIL	1	CELL 23	P-SHOWER	2	35-25 SH
OLD JAIL	1	CELL 26 - 28	D-PCOM	4	LC-CV-PR
OLD JAIL	1	CELL 26 - 28	PCOM-FAUCET	4	SMF
OLD JAIL ADMIN	1	911 LOUNGE	GN	1	FR15
OLD JAIL ADMIN	1	WOMENS 911	GN	2	FR5
OLD JAIL ADMIN	1	WOMENS 911	F16-S	1	LC-RV
OLD JAIL ADMIN	1	WOMENS 911	HSHW	1	SHW-NW
OLD JAIL ADMIN	1	WOMENS 911	FH16-S	1	LC-RV
OLD JAIL ADMIN	1	MENS 911	GN	2	FR5
OLD JAIL ADMIN	1	MENS 911	SU34	1	05RV75
OLD JAIL ADMIN	1	MENS 911	FH16-S	1	LC-RV
OLD JAIL ADMIN	1	MENS 911	HSHW	1	SHW-NW
OLD JAIL ADMIN	1	WOMENS RECORDS	FH16-S	1	V-NW
OLD JAIL ADMIN	1	WOMENS RECORDS	4F	1	4F
OLD JAIL ADMIN	1	MENS RECORDS	FH16-S	1	V-NW
OLD JAIL ADMIN	1	MENS RECORDS	4F	1	4F
OLD JAIL ADMIN	1	MENS RECORDS	SU34	1	U-NW
OLD JAIL ADMIN	1	ROOM 314B	F16-S	1	V-NW
OLD JAIL ADMIN	1	ROOM 314B	8F	1	FR5

OLD JAIL ADMIN	1	ROOM 314A	F16-S	1	V-NW
OLD JAIL ADMIN	1	ROOM 314A	8F	1	FR5
OLD JAIL ADMIN	1	IDENTIFICATION LOUNGE	8F	1	FR15
OLD JAIL ADMIN	1	ROOM 313G	F-D	1	F-CV
OLD JAIL ADMIN	1	ROOM 313G	8F	1	8F
OLD JAIL ADMIN	1	FORENSIC LAB	8F	1	F-NW
OLD JAIL ADMIN	1	MEN - EVIDENCE	F-D	1	F-CV
OLD JAIL ADMIN	1	MEN - EVIDENCE	8F	1	8F
OLD JAIL ADMIN	1	WOMEN - EVIDENCE	F16-D	1	LC-CV
OLD JAIL ADMIN	1	WOMEN - EVIDENCE	8F	1	FR5
OLD JAIL ADMIN	1	MEN - CID	DU34	1	05CV75
OLD JAIL ADMIN	1	MEN - CID	FH16-D	1	LC-CV
OLD JAIL ADMIN	1	MEN - CID	F16-D	1	LC-CV
OLD JAIL ADMIN	1	MEN - CID	4F	1	FR5
OLD JAIL ADMIN	1	WOMEN - CID	FH16-D	1	LC-CV
OLD JAIL ADMIN	1	WOMEN - CID	F16-D	1	LC-CV
OLD JAIL ADMIN	1	WOMEN - CID	4F	1	FR5
OLD JAIL ADMIN	1	WOMEN - CID (2)	FH16-D	1	LC-CV
OLD JAIL ADMIN	1	WOMEN - CID (2)	8F	1	8F
OLD JAIL ADMIN	1	MEN - CID (2)	FH16-D	1	LC-CV
OLD JAIL ADMIN	1	MEN - CID (2)	8F	1	8F
OLD JAIL ADMIN	1	LOUNGE - CID	8F	1	FR15
OLD JAIL ADMIN	1	MEN - HOMICIDE AND ROBBERY	FH-D	1	FH-CV
OLD JAIL ADMIN	1	MEN - HOMICIDE AND ROBBERY	8F	1	8F
OLD JAIL ADMIN	1	WOMEN - HOMICIDE AND ROBBERY	FH-16-D	1	LC-CV
OLD JAIL ADMIN	1	WOMEN - HOMICIDE AND ROBBERY	8F	1	8F
OLD JAIL ADMIN	1	SHERIFF'S OFFICE	F16-V	1	LC-CV

ADMIN					
OLD JAIL ADMIN	1	SHERIFF'S OFFICE	8F	1	8F
OLD JAIL ADMIN	1	SHERIFF'S OFFICE	SHW	1	SHW-NW
OLD JAIL ADMIN	1	LOUNGE - SHERIFF	8F	1	FR15
MAINTENANCE	1	RESTROOM	F-D-LT	1	F-CV-LT
MAINTENANCE	1	RESTROOM	8F	1	8F
WEST TOWER	1	MENS PUBLIC	GN	1	FR5
WEST TOWER	1	MENS PUBLIC	8F	1	8F
WEST TOWER	1	MENS PUBLIC	SU34	1	05RV75
WEST TOWER	1	MENS PUBLIC	F16-S	1	V-NW
WEST TOWER	1	WOMEN PUBLIC	8F	2	8F
WEST TOWER	1	WOMEN PUBLIC	FH16-S	1	V-NW
WEST TOWER	1	WOMEN PUBLIC	F16-S	1	V-NW
WEST TOWER	1	VISITATION	F16-D	1	LC-CV
WEST TOWER	1	VISITATION	8F	1	8F
WEST TOWER	1	KITCHEN	8F	1	F-NW
WEST TOWER	1	KITCHEN	HHDS	2	HHDS N/A
WEST TOWER	1	KITCHEN	KS	3	KF-NW
WEST TOWER	1	KITCHEN	GN	3	F-NW
WEST TOWER	1	KITCHEN RETROOMS	FH16-D	3	LC-CV
WEST TOWER	1	KITCHEN RETROOMS	8F	4	8F
WEST TOWER	1	KITCHEN RETROOMS	F-D	1	F-CV
WEST TOWER	2&3	CELL BLOCK 2A-2H	D-PCOM	216	LC-CV-PR
WEST TOWER	2&3	CELL BLOCK 2A-2H	PCOM-FAUCET	216	SMF
WEST TOWER	2&3	CELL BLOCK 2A-2H	P-SHOWER	16	35-25 SH
WEST TOWER	2&3	CELL BLOCK 2A-2H	8F	8	FR15
WEST TOWER	2&3	CENTRAL PICKET	F16-D	4	LC-CV
WEST TOWER	2&3	CENTRAL PICKET	8F	4	8F

WEST TOWER	2&3	OLD ELEVATOR ROOM	FH16-D	1	LC-CV
WEST TOWER	2&3	OLD ELEVATOR ROOM	8F	1	8F
WEST TOWER	2&3	OFFICER RESTROOM	F16-D	1	LC-CV
WEST TOWER	2&3	OFFICER RESTROOM	8F	1	8F
WEST TOWER	2&3	OFFICER RESTROOM	GN	1	GNF
WEST TOWER	2&3	LOUNGE	8F	1	FR15
WEST TOWER	4&5	CELL BLOCK 4A-4H	D-PCOM	216	LC-CV-PR
WEST TOWER	4&5	CELL BLOCK 4A-4H	PCOM-FAUCET	216	SMF
WEST TOWER	4&5	CELL BLOCK 4A-4H	P-SHOWER	16	35-25 SH
WEST TOWER	4&5	CELL BLOCK 4A-4H	8F	8	FR15
WEST TOWER	4&5	CENTRAL PICKET	F16-D	4	LC-CV
WEST TOWER	4&5	CENTRAL PICKET	8F	4	8F
WEST TOWER	4&5	OLD ELEVATOR ROOM	FH16-D	1	LC-CV
WEST TOWER	4&5	OLD ELEVATOR ROOM	8F	1	8F
WEST TOWER	4&5	OFFICER RESTROOM	F16-D	1	LC-CV
WEST TOWER	4&5	OFFICER RESTROOM	8F	1	8F
WEST TOWER	4&5	OFFICER RESTROOM	GN	1	GNF
WEST TOWER	4&5	LOUNGE	8F	1	FR15
WEST TOWER	4&5	LOUNGE	8F	1	FR15
WEST TOWER	4&5	CELLS	D-PCOM	24	LC-CV-PR
WEST TOWER	4&5	CELLS	PCOM-FAUCET - NO AC	24	ACORN - CTRL
WEST TOWER	4&5	CELLS	P-SHOWER	16	35-25 SH
WEST TOWER	4&5	OLD ELEVATOR ROOM	F16-D	1	LC-CV
WEST TOWER	4&5	OLD ELEVATOR ROOM	8F	1	8F

WATER EXCLUSIONS

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Floor tile and other floor covering repairs.
- Repair of pre-existing water damaged floors and/or surfaces.
- Wall tile and other wall covering repairs.
- Architectural and/or access modifications for Americans with Disabilities Act (ADA) compliance.
- Non-water consuming bathroom fixtures such as toilet paper or soap dispensers.
- ADA fixture heights for toilet room(s) for single occupant(s) accessed through a private office and not for common use or public use.
- Supply piping beyond individual fixture isolation valve or stop.
- Clogs in newly installed equipment due to deteriorated piping or debris from the water supply.
- Drainage and/or sewer piping.
- Repair and replacement of supply water riser/isolation valves.
- Operation of supply water riser/isolation valves that are required to turn water off to areas where retrofits are scheduled.
- Faucet and/or faucet stem leaks not identified in the Scope of Work.
- Leaking and/or faulty angle stops.
- Hose bib leaks not identified in the Scope of Work.
- Repair of existing basins or leaking parts in shower handles, diverter, or tempering valves for showers.
- Any fixture or fixture part not specified in the Scope of Work.
- Water closet flanges unless specified in the Scope of Work.
- Wall mounted carriers for water closets, sinks, and urinals.
- No drawings applicable to water conservation will be included unless otherwise specified in the Scope of Work.
- Damage to installed equipment if found to be due to fluctuations in system pressure or due to turning off the water supply.
- Flow rates for wells used for cooling tower make-up once the warranty period begins. CONTRACTOR is not responsible for changes in well yields due to water table level or other reasons beyond CONTRACTOR control.
- Water quality for well used for cooling tower make-up. It is County's responsibility to maintain the proper filtering and treatment make-up water.
- Flow rates for wells used for irrigation once the warranty period begins. CONTRACTOR is not responsible for changes in well yields due to water table level or other reasons beyond CONTRACTOR control.
- Water quality for irrigation. It is County's responsibility to maintain the proper filtering and treatment of irrigation water.
- Staining of buildings, equipment, walk ways, roads, and other surfaces from well water used for irrigation.
- Clogs in irrigation equipment fed by well systems.
- Repair of irrigation piping beyond the point of connection of the well system and irrigation piping.

EXHIBIT B:
PERFORMANCE ASSURANCE
SUPPORT SERVICES

EXHIBIT B: PERFORMANCE ASSURANCE SUPPORT SERVICES

SECTION 1 – SERVICES DURING INITIAL TERM

CONTRACTOR shall provide the Performance Assurance Support Services (the “Services”) defined below to County during the Initial Term as defined in Exhibit B and thereafter as agreed to by the Parties. Both Parties acknowledge and agree, such being essential to the decision to secure PASS services, that during the time in which PASS services are provided that Contractor shall be subject to the Performance Guarantee as described herein and in Exhibit C.

Contract Year 1

Optimization

Schneider Electric will remotely access your energy management system 2 times each year to perform this service. During each session, the system will be inspected and variables will be compared to a pre-approved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for County review. All findings, corrected or not corrected, will be reported and that report delivered to County. Schneider Electric will notify County if remote access is not available County is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Training

Schneider Electric will provide 12 hours of On Site training. County will schedule training sessions at least 14 days in advance. Schneider Electric and County will work to schedule a mutually acceptable date for each visit. County will be responsible for providing access to the training location and paying for any fees associated with that location. The training location must include internet and County EMS access. Schneider Electric does not impose any restrictions on the number of County employees attending training sessions so long as the location will accommodate that number.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for County review. All findings will be reported and that report delivered to County electronically. Schneider Electric will notify County if remote access is not available. County is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 48 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the County will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No

credit will be given towards future years if all of the 48 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the energy savings and performance portal as data is received. This website contains charts and graphs showing the energy savings by month and by meter for the project. County will be given web access to the Schneider Electric eSavings website for the contacts specified by County. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the energy savings and performance portal until the missing data is provided.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 4 site visits per year, each averaging 7 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 7 hours, but will vary depending upon the needs of that particular visit. County is responsible for providing access to all mechanical and electrical equipment and any supervision required by County. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and County will work to schedule a mutually acceptable date for each visit.

SECTION 2 – SERVICES AFTER INITIAL TERM

After the end of Initial Term and each subsequent term thereafter, County may either (1) renew the same level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this PASS Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

Contract Year 2 – Recommended Services (\$24,231)

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 2 site visits per year, each averaging 7 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 7 hours, but will vary depending upon the needs of that particular visit. County is responsible for providing access to all mechanical and electrical equipment and any supervision required by County. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and County will work to Schedule a mutually acceptable date for each visit.

Optimization

Schneider Electric will remotely access your energy management system 2 times each year to perform this service. During each session, the system will be inspected and variables will be compared to a pre-approved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for County review. All findings, corrected or not

corrected, will be reported and that report delivered to County. Schneider Electric will notify County if remote access is not available County is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Training

Schneider Electric will provide 8 hours of On Site training. County will Schedule training sessions at least 14 days in advance. Schneider Electric and County will work to Schedule a mutually acceptable date for each visit. County will be responsible for providing access to the training location and paying for any fees associated with that location. The training location must include internet and County EMS access. Schneider Electric does not impose any restrictions on the number of County employees attending training sessions so long as the location will accommodate that number.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for County review. All findings will be reported and that report delivered to County electronically. Schneider Electric will notify County if remote access is not available. County is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 48 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the County will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 48 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the energy savings and performance portal as data is received. This website contains charts and graphs showing the energy savings by month and by meter for the project. County will be given web access to the Schneider Electric eSavings website for the contacts specified by County. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the energy savings and performance portal until the missing data is provided.

The available service options may be amended from time to time by mutual agreement that is executed in writing by both Parties.

**EXHIBIT C:
PERFORMANCE GUARANTEE**

EXHIBIT C: PERFORMANCE GUARANTEE

The Performance Guarantee provided by CONTRACTOR will be as follows:

Year	Measured Savings	Non-Measured Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
1	\$233,581	\$72,513	\$306,093	\$306,093
2	\$240,588	\$74,688	\$315,276	\$621,369
3	\$247,806	\$76,929	\$324,734	\$946,103
4	\$255,240	\$79,236	\$334,476	\$1,280,580
5	\$262,897	\$81,614	\$344,511	\$1,625,090
6	\$270,784	\$84,062	\$354,846	\$1,979,936
7	\$278,907	\$86,584	\$365,491	\$2,345,427
8	\$287,275	\$89,181	\$376,456	\$2,721,883
9	\$295,893	\$91,857	\$387,750	\$3,109,633
10	\$304,770	\$94,612	\$399,382	\$3,509,015
11	\$313,913	\$97,451	\$411,364	\$3,920,379
12	\$323,330	\$100,374	\$423,705	\$4,344,083
13	\$333,030	\$103,386	\$436,416	\$4,780,499
14	\$343,021	\$106,487	\$449,508	\$5,230,007
15	\$353,312	\$109,682	\$462,993	\$5,693,001
16	\$363,911	\$112,972	\$476,883	\$6,169,884
17	\$374,828	\$116,361	\$491,190	\$6,661,073
18	\$386,073	\$119,852	\$505,925	\$7,166,999
19	\$397,655	\$123,448	\$521,103	\$7,688,102
20	\$409,585	\$127,151	\$536,736	\$8,224,838
Total	\$6,276,398	\$1,948,440	\$8,224,838	\$8,224,838

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY COUNTY FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN EXHIBIT C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED AS OF THE EFFECTIVE TERMINATION DATE OF THE PASS AGREEMENT AND CONTRACTOR SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

The procedure used to calculate savings is described in Exhibit D.

GUARANTEED SAVINGS RECONCILIATION

County, if required, will send CONTRACTOR all necessary utility or energy data as set forth in Exhibit E herein. Within sixty (60) days of receipt of such information for the previous Guarantee Year, CONTRACTOR will determine the Actual Savings for such Guarantee Year hereafter defined as "Savings Reconciliation".

In the event the Actual Savings are less than the Guaranteed Savings for the corresponding twelve (12) months, CONTRACTOR will pay County the difference between the Annual Savings Guarantee and the Actual Savings for the corresponding twelve (12) months. CONTRACTOR will make payments for any savings shortfall to County within thirty (30) days of that year's Savings Reconciliation.

**EXHIBIT D:
MEASUREMENT &
VERIFICATION PLAN**

EXHIBIT D: MEASUREMENT & VERIFICATION PLAN

PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Exhibit C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Facility -OR- Utility Meter	Annual Projected Savings		
	Consumption	Demand	Units
Jail Electric Meter	2,172,284	3,616	kWh. kW
Jail Gas Meter	2,032	-	MCF

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Exhibit C.

ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below with 3% annual escalation ("Baseline Energy Rates"), or the actual energy rates during the period, at the discretion of CONTRACTOR, to the energy used in a given period for each fuel type.

Utility Company:	TXU/Centerpoint		
Rate Schedule:	Secondary > 10 kVA IDR metered		
Component	Charge	Unit	Description
County Charge	\$225.36	per billing cycle	
Energy Charge	\$0.050929	per kWh	
Distribution Charge	\$3.307874	per billed kVA	
TSC/TCRF	\$3.998407	per 4CP kW	
TC Charges	\$2.369668	per Calc kVA	
PUC Assessment	0.1673%	applies to above charges	
TC kVA Multiplier	98.72%		used to determine Calc kVA
Determination of Calc kVA:	the product of billed kVA and the TC kVA Multiplier		
Determination of Billed kVA:	the quotient of metered kW and power factor		

Utility Company:	Centerpoint Energy		
Rate Schedule:	Index-Based Price		
Component	Charge	Unit	Description
Gas Charge	\$4.06	per MCF	
PUC Assessment	0.56891%	applies to above charges	

COMMON ECM ASSUMPTIONS

WEATHER DATA SOURCE

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at Sugar Land Regional Airport, TX (SGR). In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, CONTRACTOR may select an alternative data source with County's approval.

ANNUAL CALENDAR OF EVENTS

Provided below is a table summarizing the annual calendar of events that will be used as a basis in calculations, unless otherwise specified. In the event that there are any changes or deviations to this annual calendar, an appropriate adjustment will be made in accordance with the "Adjustment Schedule" set forth in Exhibit E.

Office spaces, the courtroom, and the maintenance shop will follow the holiday Schedule listed below.

Date(s)	Event
Friday, January 1	New Year's Day
Monday, January 18	MLK Day
Friday, March 25	Good Friday
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Friday, September 23	Fort Bend County Fair Day
Friday, November 11	Veterans Day
November 24-25	Thanksgiving
December 23, 26	Christmas

BUILDING OCCUPANCY SCHEDULES

Provided below is a table summarizing the building occupancy Schedules used within the calculations, unless otherwise specified. In the event that there are any changes or deviations to this occupancy Schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Exhibit E.

Facility	Day Type	Daily Schedule
911 Center, Public lobby & bonds, Kitchen, Cells	All	24/7
Office Spaces	Weekday	8:00am-5:00pm
Visitation	Monday-Sunday	8:00am-9:00pm
Courtroom	Weekday	7:00am-1:00pm
Laundry	Monday-Sunday	1:00am-12:00pm
Maintenace Shop	Weekday	7:00am-4:00pm
Office Spaces, Courtroom, Maintenance Shop	Weekend, Holidays	Unoccupied

STANDARDS OF SERVICE AND COMFORT

Provided below is a table summarizing the temperature setpoints used within the calculations, unless otherwise specified. County agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Exhibit E.

	Heating	Cooling
Occupied	68°F	75°F
Unoccupied	50°F	99°F

OPTION A – LIGHTING EFFICIENCY AND CONTROLS

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section describes the energy savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The energy and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this verification method.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions, and the Performance Period conditions.

For energy demand, the demand savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 1 – Energy Demand Savings

$$D_{save} = \sum_{i=1}^n [(E_{Pre} - E_{Post}) \times M]_i$$

Where,

D_{save} = Demand savings

n = Number of fixtures

E_{Pre} = Power usage of the baseline lighting conditions

E_{Post} = Power usage of the Performance Period lighting conditions

M = Equivalent months of annual demand savings where $M=12$

For energy consumption, the energy savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 2 – Energy Consumption Savings

$$E_{save} = \sum_{i=1}^n [E_{Pre} \times H_{Pre} - E_{Post} \times H_{Post}]_i$$

Where,

E_{save} = Energy savings

H_{Pre} = Baseline burn hours

H_{post} = Performance Period burn hours

The energy usage of both the baseline and Performance Period lighting conditions are calculated utilizing the same equations. The measured parameters collected during the pre-implementation period will be used to compute the baseline fixture power use. The measured parameters collected during the post-implementation period will be used to compute the Performance Period fixture power use. The equations for a single fixture for both the baseline and Performance Period are shown below using the baseline calculations as an example.

Equation 3 – Total Fixture Power Use

$$E_{\text{Pre}} = E_{\text{Fixt,Pre}} + E_{\text{HVAC}}$$

Where,

$E_{\text{Fixt,Pre}}$ = Pre-implementation direct power usage of light fixture

E_{HVAC} = Indirect HVAC usage associated with the light fixture

Equation 4 – Fixture Lighting Power Use

$$E_{\text{Fixt,Pre}} = (P \times (1 - B))_{\text{Pre}} \times Q$$

Where,

P = Pre-implementation power draw of light fixture

Q = Quantity of associated light fixture

B = Burnout rate of associated light fixture

Equation 4 – HVAC Power Use

$$E_{\text{HVAC}} = E_{\text{Fixt,Pre}} \times E_{\text{Int}}$$

Where,

E_{Int} = HVAC Interaction Factor

C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this lighting project, the key parameters that will be measured are the power consumption of each fixture type and the burn hours for each occupancy type. Measurement and documentation strategies for each project phase are outlined below.

Pre-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of baseline fixture types to determine the average power use for that fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The power shown in the table below will be used in all calculations.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no

more than 10% above and below the mean of the sample.

3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 95% confidence interval for the true population mean spans no more than 5% above and below the mean of the sample.

The mean of a sample set will be treated as the power consumption for that fixture type for all savings calculations. The table below lists each fixture type to be measured, the estimated power of that fixture type, the total quantity of that fixture type, and the minimum amount to be measured prior to removing the fixtures to implement the retrofit. As stated above, more measurements may be needed if the sampled fixtures have too much variance.

Fixture Code	Total Fixtures	Minimum Sample	Estimated Power (W)
42W CFL	128	10	42
Wrap 2' 2T8	91	4	50
2x4 2T8	480	10	55
2x4 3T8	795	10	80
Wrap 4' 4T8	10	0	106
2x4 4T8	119	10	107
2x4 4 Lamp T5	203	10	216
6 lamp T5	68	4	324

Post-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of Performance Period fixture types to determine the average power use for that fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The power shown in the table below will be used in all calculations.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 95% confidence interval for the true population mean spans no more than 5% above and below the mean of the sample.

The mean of each sample set will be treated as the power consumption for that fixture type for all savings calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average power use of each fixture type, not the reduction of power use in any specific locations. All measurements will be taken using the same equipment and will be calibrated. The table below lists each fixture type to be measured, the estimated power of that fixture type, the total quantity of that fixture type, and the minimum amount to be measured during the post-implementation period.

Fixture Code	Total Fixtures	Minimum Sample	Estimated Power (W)
L&B 12W LED	128	10	12
2x2 2 lamp TLED LBF	14	0	14
L&B 2' 2 lamp 8W TLED	8	0	20
2 lamp 18W TLED	525	10	30
L&B 2' 2 lamp 18W TLED	83	4	40
3 lamp 18W TLED	836	10	45
4' 2 Lamp TLED HBF	10	0	46
L&B 3 lamp 18W TLED	19	0	54
4 lamp 24W T5 TLED	203	10	108

Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

D. Parameter Estimates

Of the parameters identified under the equations for energy savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include: burn hours, burnout rates, and HVAC interaction factors. The burn out rate for all fixtures is 5%. The HVAC interaction factor is 0.028941 for all fixtures.

Site	Building	Pre Qty	Existing Fixture	Post Qty	New Fixture	Annual Hours
East Tower	Level 1	11	2x4 2T8	11	2 lamp 18W TLED	3300
East Tower	Level 1	4	2x4 2T8	4	2 lamp 18W TLED	4598
East Tower	Level 1	1	2x4 2T8	1	2 lamp 18W TLED	3300
East Tower	Level 1	70	2x4 2T8	70	2 lamp 18W TLED	4598
East Tower	Level 1	2	2x4 2T8	2	2 lamp 18W TLED	3300
East Tower	Level 1	7	2x4 2T8	7	2 lamp 18W TLED	8760
East Tower	Level 1	2	2x4 2T8	2	2 lamp 18W TLED	8760
East Tower	Level 1	6	2x4 2T8	6	2 lamp 18W TLED	7200
East Tower	Level 1	2	2x4 2T8	2	2 lamp 18W TLED	8760
East Tower	Level 1	9	2x4 2T8	9	2 lamp 18W TLED	4598
East Tower	Level 1	8	Wrap 2' 2T8	8	L&B 2' 2 lamp 8W TLED	4598
East Tower	Level 1	3	Wrap 2' 2T8	3	L&B 2' 2 lamp 18W TLED	8760
East Tower	Level 1	28	2x4 3T8	28	3 lamp 18W TLED	4598
East Tower	Level 1	10	2x4 3T8	10	3 lamp 18W TLED	4598
East Tower	Level 1	6	2x4 3T8	6	3 lamp 18W TLED	4598
East Tower	Level 1	15	2x4 3T8	15	L&B 3 lamp 18W TLED	6240
East Tower	Level 1	4	2x4 3T8	4	L&B 3 lamp 18W TLED	8760
East Tower	Level 1	89	2x4 3T8	89	3 lamp 18W TLED	6240
East Tower	Level 1	10	2x4 3T8	10	3 lamp 18W TLED	6240
East Tower	Level 1	10	2x4 3T8	10	3 lamp 18W TLED	4598
East Tower	Level 1	31	2x4 4 Lamp T5	31	4 lamp 24W T5 TLED	4598
East Tower	Level 1	3	2x4 4 Lamp T5	3	4 lamp 24W T5 TLED	4598
East Tower	Level 1	9	2x4 4 Lamp T5	9	4 lamp 24W T5 TLED	8760
East Tower	Level 1	4	6 lamp T5	4	6 lamp 24W T5 TLED	4598
East Tower	Level 1	10	2x4 2T8	10	2x2 2 lamp TLED LBF	4598
East Tower	Level 1	5	2x4 3T8	5	2 lamp 18W TLED	3300
East Tower	Level 1	7	2x4 3T8	7	2 lamp 18W TLED	4598
East Tower	Level 1	6	2x4 3T8	6	2 lamp 18W TLED	3300
East Tower	Level 1	18	2x4 3T8	18	2 lamp 18W TLED	4598
East Tower	Level 1	5	2x4 3T8	5	2 lamp 18W TLED	8760
East Tower	Level 1	18	2x4 3T8	18	2 lamp 18W TLED	8760
East Tower	Level 1	5	2x4 4T8	5	3 lamp 18W TLED	4598
East Tower	Level 1	14	2x4 4T8	14	3 lamp 18W TLED	4598
East Tower	Level 1	10	Wrap 4' 4T8	10	4' 2 Lamp TLED HBF	4598

East Tower	Level 2, 4, 6 & 8	60	2x4 2T8	60	2 lamp 18W TLED	5000
East Tower	Level 2, 4, 6 & 8	8	2x4 2T8	8	2 lamp 18W TLED	8760
East Tower	Level 2, 4, 6 & 8	60	2x4 2T8	60	2 lamp 18W TLED	8760
East Tower	Level 2, 4, 6 & 8	16	2x4 2T8	16	2 lamp 18W TLED	5000
East Tower	Level 2, 4, 6 & 8	60	2x4 2T8	60	2 lamp 18W TLED	5000
East Tower	Level 2, 4, 6 & 8	40	Wrap 2' 2T8	40	L&B 2' 2 lamp 18W TLED	8760
East Tower	Level 2, 4, 6 & 8	8	2x4 3T8	8	3 lamp 18W TLED	5000
East Tower	Level 2, 4, 6 & 8	296	2x4 3T8	296	3 lamp 18W TLED	6240
East Tower	Level 2, 4, 6 & 8	4	2x4 3T8	4	3 lamp 18W TLED	5000
East Tower	Level 2, 4, 6 & 8	64	42W CFL	64	L&B 12W LED	5000
East Tower	Level 2, 4, 6 & 8	4	2x4 2T8	4	2x2 2 lamp TLED LBF	5000
East Tower	Level 2, 4, 6 & 8	32	2x4 4T8	32	3 lamp 18W TLED	3300
East Tower	Level 2, 4, 6 & 8	32	2x4 4T8	32	3 lamp 18W TLED	5000
East Tower	Level 2, 4, 6 & 8	4	2x4 4T8	4	3 lamp 18W TLED	7200
East Tower	Level 2, 4, 6 & 8	32	2x4 4T8	32	3 lamp 18W TLED	8760
East Tower	Level 3, 5, 7 & 9	76	2x4 2T8	76	2 lamp 18W TLED	5000
East Tower	Level 3, 5, 7 & 9	56	2x4 2T8	56	2 lamp 18W TLED	8760
East Tower	Level 3, 5, 7 & 9	16	2x4 2T8	16	2 lamp 18W TLED	5000
East Tower	Level 3, 5, 7 & 9	40	Wrap 2' 2T8	40	L&B 2' 2 lamp 18W TLED	8760
East Tower	Level 3, 5, 7 & 9	256	2x4 3T8	256	3 lamp 18W TLED	6240
East Tower	Level 3, 5, 7 & 9	80	2x4 4 Lamp T5	80	4 lamp 24W T5 TLED	5000
East Tower	Level 3, 5, 7 & 9	80	2x4 4 Lamp T5	80	4 lamp 24W T5 TLED	7200
East Tower	Level 3, 5, 7 & 9	48	6 lamp T5	48	6 lamp 24W T5 TLED	5000
East Tower	Level 3, 5, 7 & 9	16	6 lamp T5	16	6 lamp 24W T5 TLED	7200
East Tower	Level 3, 5, 7 & 9	64	42W CFL	64	L&B 12W LED	5000

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period water costs. Equation 7 will be used to compute the total cost savings for each Guarantee Year.

Equation 7 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of utility types

All costs will be computed using a price of \$0.056301 per kWh and \$3.440892 per kW, escalated 3% annually.

OPTION A – DOMESTIC WATER FIXTURES

- A. Overview of M&V Plan, and Savings Calculation
- B. Water Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an "Option A: Retrofit Isolation – Key Parameter Measurement" approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section describes the water savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The water and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

B. Water Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform the water savings calculations for this verification method.

Equations and Analysis of Water Savings

Savings are calculated as the difference in water usage from the baseline conditions, and the Performance Period conditions.

For water consumption, the water savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 1 – Water Consumption Savings

$$W_{save} = \sum_{i=1}^n [(W_{Pre} - W_{Post}) \times Q \times U_{Avg}]_i$$

Where,

- W_{save} = Water savings
- W_{Pre} = Pre-implementation direct water usage of fixture (measured)
- W_{Post} = Post-implementation direct water usage of fixture (measured)
- U_{Avg} = Average use rate per fixture, flushes or minutes of use (estimated)
- Q = Retrofit quantity
- i = Retrofit

C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this water project, the key parameter that will be measured is the water consumption of each fixture type (gallons per flush for toilets/urinals and gallons per minute for sinks/showers). Measurement and documentation strategies for each project phase are outlined below.

Pre-Implementation Measurements and Documentation

Water consumption measurements will be taken on a sample set of each baseline fixture type to

determine the average water use for each fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The estimated consumption shown in the table below will be used in all calculations.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 80% confidence interval for the true population mean spans no more than 20% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.

The mean of a sample set will be treated as the water consumption for that fixture type for all savings calculations. The table below lists each fixture type to be measured, the estimated water consumption of that fixture type, the total quantity of that fixture type, and the minimum amount to be measured prior to removing the fixtures to implement the retrofit. As stated above, more measurements may be needed if the sampled fixtures have too much variance.

Fixture Code	Total Fixtures	Minimum Sample	Estimated Consumption (gal/use)
Urinal 1.5 GPF	1	0	1.50
2.0 GPM Faucet	19	0	2.00
2.2 GPM Faucet	1	0	2.20
2.5 GPM Faucet	21	4	2.50
2.5 GPM Prison Faucet	24	4	2.50
Water Closet 3.5 GPF	18	0	3.50
WC Prison Combo 3.5 GPF	456	10	3.50

Post-Implementation Measurements and Documentation

Water consumption measurements will be taken on a sample set of each Performance Period fixture type to determine the average water use for each fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The estimated consumption shown in the table below will be used in all calculations.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 80% confidence interval for the true population mean spans no more than 20% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.

The mean of each sample set will be treated as the water consumption for that fixture type for all savings calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average consumption per use of each fixture type, not the reduction of water use in any specific locations. All measurements will be taken using the same equipment and will be calibrated. The table below lists each fixture type to be measured, the estimated water consumption of that fixture type, the total quantity of that fixture type, and the minimum amount to be measured during the post-implementation period.

Fixture Code	Total Fixtures	Minimum Sample	Estimated Consumption (gal/use)
0.5 GPM Aerator	22	4	0.50
Urinal 0.5 GPF	1	0	0.50
Water Closet 1.28 GPF	18	0	1.28
1.5 GPM Aerator	43	4	1.50
Combo Water Closet 2.4 GFP	456	10	2.40

Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

D. Parameter Estimates

Of the parameters identified under the equations for water savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include annual uses per fixture (minutes per year for sinks/showers and flushes per year for toilets/urinals).

The table below contains the estimated parameters and all pieces of information needed to define each fixture. The table lists each grouping of fixtures, the retrofit to be performed, the facility, the retrofit fixture quantities, and the estimated average use rate per fixture. The methods used to calculate savings in Paragraph E include the measurements defined in Paragraph C and the fixture details found in the table below.

Building	Existing Fixture	Proposed Fixture	Existing Qty	Proposed Qty	Existing Uses	Proposed Uses
West Tower	Water Closet 3.5 GPF	Water Closet 1.28 GPF	18	18	9445	9445
West Tower	WC Prison Combo 3.5 GPF	Combo Water Closet 2.4 GFP	456	456	9445	7084
West Tower	Urinal 1.5 GPF	Urinal 0.5 GPF	1	1	43200	43200
West Tower	2.0 GPM Faucet	1.5 GPM Aerator	19	19	5473	5473
West Tower	2.2 GPM Faucet	0.5 GPM Aerator	1	1	5473	5473
West Tower	2.5 GPM Prison Faucet	1.5 GPM Aerator	24	24	5473	5473
West Tower	2.5 GPM Faucet	0.5 GPM Aerator	21	21	5473	5473

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period water costs. Equation 2 will be used to compute the total cost savings for each Guarantee Year.

Equation 2 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of utility types

All costs will be computed using a price of \$9.15 per thousand gallons, escalated 3% annually.

OPTION C – WHOLE TERM

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameters Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

The method of determining energy savings described in this section uses “Option C – Whole Facility (Main Meter Measurement)” as described in the International Measurement and Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section provides the energy savings calculations, the key parameter measurements that will be conducted, the parameters that will be estimated and those values, and how cost savings will be calculated.

Guaranteed Meters

The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Meter Name	Account	Utility Type	Utility Company	Rate	Units
Jail Electric Meter	100034474420	Electric	TXU/Centerpoint	Secondary > 10kva IDR metered	kWh, kW
Jail Gas Meter	500252416	Natural Gas	Centerpoint	Index-based Price	MCF

Building Summary

The following table lists the buildings that were served by guarantee meters during the base year period.

Building Name	Area (ft ²)
Fort Bend County Jail	358,294

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this particular ECM.

Overview of Savings Methodology

Energy savings will be measured by comparing the Performance Period's total energy consumption and demand to the total energy consumption and demand for the same area in the base year period by utilizing energy meter data. Base year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the guarantee period if the energy conservation measures had not been implemented. The energy saved is the difference between the adjusted base year consumption and the Performance Period consumption. The demand saved is the difference between the adjusted base year demand and the Performance Period demand. This process will be followed for each fuel type involved in the guarantee.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions after adjusting for all necessary changes, and the Performance Period conditions. This is shown in Equation 1 below:

Equation 1 – Energy Consumption Savings

$$E_{save} = E_{Baseline} - E_{Performance}$$

Where,

- E_{save} = Energy savings
- $E_{Baseline}$ = Adjusted energy usage of facility equipment pre-implementation
- $E_{Performance}$ = Energy usage of facility equipment post-implementation

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values, calculated by a model, that are used to correlate the base year energy consumption with the factors that caused that consumption and is defined by Equation 2 below:

Equation 2 – Baseline Energy Use

$$E_{Baseline} = \sum_{i=1}^n C_D \times T_i + C_H \times HDD_i + C_c \times CDD_i + CO_i + CM_i$$

Where,

- n = Number of billing periods in year.
- $E_{Baseline}$ = Adjusted baseline period consumption
- C_D = A constant representing units of consumption per billing period day
- T_i = Number of days in billing period
- C_H = A constant representing units of consumption per heating degree day
- HDD_i = Heating degree days in the current billing period
- C_c = A constant representing units of consumption per cooling degree day
- CDD_i = Cooling degree days in the current billing period
- CO_i = Offset for the current billing period
- CM_i = Other adjustments for the current billing period

County agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of CONTRACTOR after the execution of this agreement. Typical adjustments are provided in detail in Exhibit E.

Demand savings are computed similarly to the consumption savings, as shown by Equation 3 below:

Equation 3 – Peak Demand Savings

$$D_{save} = D_{Baseline} - D_{Performance}$$

Where,

- D_{save} = Demand savings
- $D_{Baseline}$ = Adjusted energy demand of facility equipment pre-implementation
- $D_{Performance}$ = Energy demand of facility equipment post-implementation

Adjusted base year demand is calculated as demonstrated in Equation 4 below:

Equation 4 – Baseline Peak Demand

$$D_{Baseline} = \sum_{i=1}^n D_D + D_H \times \frac{HDD_i}{T_i} + D_c \times \frac{CDD_i}{T_i} + DO_i + DM_i$$

Where,

- D_D = A constant representing units of demand per billing period
- D_H = A constant representing units of demand per heating degree day per day
- D_C = A constant representing units of demand per cooling degree day per day
- DO_i = Offset for the current billing period
- DM_i = Other adjustments for the current billing period

C. Key Parameters Measurement Strategy

Measurement and documentation strategies for each project phase are outline below.

Pre-Implementation Measurements and Documentation

County will provide CONTRACTOR with monthly utility bills and all delivery invoices for the accounts included in Paragraph A for a minimum of twenty-four (24) months worth of historical utility data that is to represent a complete span of two years worth of energy usage. County will also provide CONTRACTOR with monthly utility bills and all delivery invoices for the accounts included in Paragraph A from the end of that twenty-four (24) month data set through the Savings Guarantee Commencement Date within the timelines specified in Exhibit E.

CONTRACTOR will collect daily high and low temperature data from the weather station defined in Exhibit D, Common ECM Assumptions.

Post-Implementation Measurements and Documentation

No short term verification is performed using this method. All post-implementation measurements are conducting during the Performance Period.

Performance Period Measurements and Documentation

Throughout the Performance Period, County will provide CONTRACTOR with the monthly utility bills and all delivery invoices for the accounts included in Paragraph A within the timelines specified in Exhibit E.

CONTRACTOR will collect daily high and low temperature data from the weather station defined in Exhibit D, Common ECM Assumptions.

D. Parameter Estimates

The parameters defined in the equations outlined in Paragraph B that are estimated are determined through engineering analysis of at least twelve (12) months worth of the pre-implementation measured utility data. This is done to establish the relationship between the weather, billing period length, any other independent factors, and the consumption and demand associated with a particular account. The end result of this analysis is the set of coefficients used in the equations defined in Paragraph B to fully define the baseline for each account. The values will be presented to County by CONTRACTOR before the Savings Guarantee Commencement Date and will be documented and agreed upon by both parties in the Meter Tuning Summary. Below are definitions of each of the estimated parameters included in Paragraph B;

- The values of CD and DD represent the base load consumption and demand of the utility usage of a particular meter and are equivalent to the weather independent energy usage and demand.
- The values of CH and DH represent the heating consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand heating balance point specific to that account.
- The values of CC and DC represent the cooling consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They

- are associated with a consumption and demand cooling balance point specific to that account.
- The billing period values of COi and DOi represent the portion of the energy consumption and demand that cannot be accounted for with the weather independent and weather dependent consumption.

Each of these parameters will be determined based on the relationship of the baseline period energy and demand and the independent factors. During the Performance Period they will be used to estimate the energy use and demand that would have occurred if the project had not been performed. To accomplish this, COi and DOi will be pro-rated to the Performance Period billing periods for each account.

The terms CMi and DMi are included in the equations in Paragraph B to account for changes in the Performance Period energy use and demand from the baseline Period energy use and demand on the accounts in Paragraph A for any causes unrelated to the project as defined in Exhibit E. The procedures for developing these estimates vary with the specific causes for the adjustments. The requirements for determining these values and any measurements necessary to support these estimates are defined in Exhibit E.

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined in Exhibit D, Energy, Water, and O&M Rate Data. The applicable utility rates will be applied to the baseline and Performance Period energy use for the accounts in Paragraph A. Equation 5 will be used to compute the total cost savings for each Guarantee Year.

Equation 5 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n \left[\sum_{k=1}^q (\$_{Baseline} - \$_{Performance})_k \right]_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of accounts

q = Total number of billing periods for account i

NON-MEASURED SAVINGS

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings

A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. County and CONTRACTOR agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by County or CONTRACTOR, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Exhibit C. Section B details the agreed upon savings by measure and by category.

B. Annual Non-Measured Savings

Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure, with 3% annual escalation, will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date.

Utility Cost Savings Measure	Cost Savings
East Tower Lighting 4CP kW Savings	\$2,914
Old Jail Water Savings	\$22,590

Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Excess Savings.

Operation and Maintenance Savings

The annual savings in the table below for each measure, with 3% annual escalation, will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date.

Operation and Maintenance Savings Measure	Cost Savings
Lighting O&M	\$31,820
Water O&M	\$15,189

EXHIBIT E:
COUNTY RESPONSIBILITIES FOR
PERFORMANCE GUARANTEE

EXHIBIT E: COUNTY RESPONSIBILITIES FOR PERFORMANCE GUARANTEE

GENERAL RESPONSIBILITIES

County acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, County agrees to undertake the following responsibilities:

County agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to CONTRACTOR within ten (10) days of receipt, (2) execute all County responsibilities as outlined herein, and (3) provide to CONTRACTOR reasonable access to all County facilities and information necessary for CONTRACTOR to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

County will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

County will perform daily facilities monitoring and promptly review any alarm summaries.

County will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by CONTRACTOR during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. County will notify CONTRACTOR within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, County will designate a new Primary Operator and shall provide CONTRACTOR access to train the new Primary Operator. CONTRACTOR shall train a new Primary Operator at the sole expense of County on a time and materials basis.

MAINTENANCE RESPONSIBILITIES

County agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), County agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. CONTRACTOR reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

County will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. County must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. County will be responsible to

provide to CONTRACTOR documentation that proper maintenance has been performed at CONTRACTOR'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should County refuse to perform the required maintenance as required in this Contract, CONTRACTOR and County shall agree to one of the following means of recourse: (1) CONTRACTOR will adjust the Performance Guarantee associated with that ECM pursuant to Exhibit E, or (2) CONTRACTOR may terminate this Performance Guarantee and any and all obligations and liabilities of CONTRACTOR associated therewith upon thirty (30) days written notice.

ADJUSTMENT RESPONSIBILITIES

In addition to the responsibilities of County set forth in this Schedule, County also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

ADJUSTMENT SCHEDULE

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Exhibit D. A non-routine adjustment is required for any change outside of those explicitly defined in Exhibit D that will impact the energy use or the verified savings under this Contract. It is County's responsibility to notify CONTRACTOR of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at County's sole expense.

COUNTY REQUIRED NON-ROUTINE BASELINE ADJUSTMENT RESPONSIBILITIES

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If County fails to notify CONTRACTOR of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

1. Addition of New Building or New Energy User

- All utility services to the building or energy user which affect the energy use of any meter included in Exhibit D must be sub-metered at County's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Exhibit D or 20,000 ft².

2. Addition to Existing Building

- All utility services to the addition which affect the energy use of any meter included in Exhibit D must be sub-metered at County's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Exhibit D or 20,000 ft².

3. Renovation / Modification to Existing Building or Utility Service

- All utility services for the affected portion of the building must be sub-metered before and after the

change until the effect on the energy consumption has been determined at County's expense.

- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Exhibit D or 20,000 ft².

4. Demolition / Abandonment of Existing Building or Utility Service

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at County's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Exhibit D or 20,000 ft².

5. Re-commissioning of Out of Service Building

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at County's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Exhibit D or 20,000 ft².

6. Change in Occupancy

- County must perform, or cause to be performed, at County's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total occupant count in the base year.

7. Change in Schedule

- County must perform, or cause to be performed, at County's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total Scheduled hours for the meter as defined in Exhibit D.

8. Change in Set-points

- County must perform, or cause to be performed, at County's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: An average of 0.5° from the set-points defined in Exhibit D.

9. Change in Operational Calendar

- County must perform, or cause to be performed, at County's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total Scheduled hours for the meter as defined in Exhibit D.

10. Change in Plug Load

- County must perform, or cause to be performed, at County's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

11. County Initiated ECMs

- County must develop and execute an M&V plan at County's expense, which has been reviewed and approved by CONTRACTOR, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 2% of the projected savings on any affected meter.

12. Missing Bills

- County is required to provide CONTRACTOR with utility bills for meters defined in Exhibit D within ten (10) days of receipt of each bill or provide CONTRACTOR direct access to retrieve the utility bills electronically. If utility bills are not received by CONTRACTOR within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

13. Failure to Operate ECMs According to Operational and Design Intent

- County agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

14. Failure to Perform Project Specific County Responsibilities

- County agrees to perform the project specific County responsibilities as defined in Exhibit E. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

15. Other Causes

- Any change that impacts the energy use on the meters defined in Exhibit D that does not fit into any of the other categories may still require a non-routine baseline adjustment. County will notify CONTRACTOR before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

ASSUMED SAVINGS PROCEDURE ADJUSTMENT

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
 - If pursuant to the Assumed Savings Procedure, CONTRACTOR makes improvements to the Project beyond the original scope as defined in Exhibit A., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

ESTIMATED SAVINGS PROCEDURE ADJUSTMENT

At CONTRACTOR'S sole discretion, CONTRACTOR will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold.

EXHIBIT F

CHAPTER 2258 OF THE TEXAS GOVERNMENT CODE REQUIREMENTS

Prevailing Wages

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

Prevailing Wages:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX160297 04/01/2016 TX297
Superseded General Decision Number: TX20150297

State: Texas
Construction Type: Building
County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016

* ASBE0022-009 12/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.78	11.90
BOILERMAKER	\$ 23.14	21.55

CARP0551-008 04/01/2015

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 22.50	8.33
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* ELEC0716-005 08/31/2015

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 30.25	9.08
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ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985+
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FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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* PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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PLUM0068-012 10/01/2015

PLUMBER (Excludes HVAC Pipe Installation)	\$ 29.64	9.49
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PLUM0211-010 10/01/2015

PIPEFITTER (Including HVAC Pipe Installation)	\$ 31.73	10.31
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SHEE0054-003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00

OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**EXHIBIT G:
COSTS**

		Cost	% of Project
UCRM Subtotal		\$4,615,128	77.7%
Administrative Overhead		\$296,802	5.0%
	Profit	\$350,667	5.9%
	Profit (SE pays TCPN fee)	\$237,000	4.0%
Total Profit		\$587,667	
	Total UCRM Cost	\$5,499,597	92.6%
Detailed Energy Audit Cost		\$78,824	1.3%
Scope Development and Engineering Cost		\$191,320	3.2%
Training, Tools, Storage, Job Office, Warranty, etc		\$80,640	1.4%
Bonding, Insurance		\$37,950	0.6%
PASS Set Up, Training, First Year PASS Services		\$47,700	0.8%
	Subtotal	\$436,434	7.4%
	Total Price	\$5,936,031	100.0%

TCPN PRICNG SHEET

	Hrs	Rate	Total Cost	
Audit, Scope Development & Engineering				
Project Development Manager	263	\$150	\$39,450	
Design Engineer	0	\$150	\$0	
Controls Hardware Design	851	\$145	\$123,395	
Controls Design Development	119	\$145	\$17,255	
Detailed Audit Analysis / Energy Analysis	170	\$130	\$22,100	
Hardware / Electrical Design	34	\$130	\$4,420	
Mechanical Design	139	\$145	\$20,155	
Drafting	63	\$105	\$6,615	
Software Design	134	\$140	\$18,760	
Architecal, Estimating & Cost Control	12	\$170	\$2,040	
Project Manager	16	\$145	\$2,320	
Savings Reporting	10	\$125	\$1,250	
Construction Manager	10	\$165	\$1,650	
Project Adminstrator	1	\$45	\$45	
Report & Contract Preparation	43	\$115	\$4,945	
Financing, Incentives & Rebate Management	32	\$130	\$4,160	
Travel & Misc Costs			\$1,584	
Subtotal				\$270,144
Training, Tools, Storage, Job Office Warranty, Etc.				
Client Training	40	\$150	\$6,000	
Project Manager	46	\$145	\$6,670	
Performance Assurance Manager	121	\$140	\$16,940	
Performance Assurance Service Technician	257	\$125	\$32,125	
Project Administrator	8	\$45	\$360	
Travel & Misc Costs			\$7,316	
Job Office, Tools, Warranty Materials & Storage Related Costs			\$11,229	
Subtotal				\$80,640
Subtotal				\$37,950
Bonding & Insurance				
PASS Set Up, Training, First Year PASS Service				
Client Training	45	\$150	\$6,750	
Project Manager	5	\$145	\$725	
Performance Assurance Manager	34	\$140	\$4,760	
Performance Assurance Support	66	\$120	\$7,920	
Performance Assurance Service Technician	66	\$125	\$8,250	
Savings Reporting	83	\$125	\$10,375	
Measurement & Verification	35	\$115	\$4,025	
Project Administrator	20	\$45	\$900	
Travel & Misc Costs			\$3,995	
Subtotal				\$47,700
Building Automation - Schneider Electric				
BAS Material (See BAS PARTS LIST)			\$302,119	
BAS Electrical			\$317,929	
Software Design (graphics)	147	\$140	\$20,580	
Automation Commissioning	811	\$145	\$117,664	
Automation Commissioning (non-standard hours)	348	\$218	\$75,641	
Subtotal				\$833,934
Building Automation - Schneider Electric				\$833,934
Mechanical - CHW/HW Valve Replacements				\$185,313
Mechanical - CHW/HW RTU Replacement				\$350,588
Mechanical - Chiller Replacement				\$548,787
Mechanical - HW Boiler System				\$213,421
Mechanical - MZ AHU VAV Conversion				\$10,816
Lighting - Comprehensive LED + Battery Back Up				\$1,663,218
Water Controls (Excludes East Tower)				\$1,034,340
Power Factor Correction				\$80,110
Project Manager	708	\$145	\$102,651	
Site Superintendent (includes Performance Validation)	1,733	\$120	\$207,966	
Site Superintendent (non-standard hours)	743	\$180	\$133,693	
Mechanical Commissioning	37	\$145	\$5,336	
Construction Manager	248	\$165	\$40,851	
Project Administrator	265	\$45	\$11,925	
Travel & Misc Costs			\$76,648	
Subtotal				\$5,499,597
Total UCRM Price				\$5,499,597
TOTAL Project Price				\$5,936,031

CONFIDENTIAL TCPN PRICING BAS PARTS

PARTS

Part Number	Part Description	Pt	Pt Des	Qty	Unit	list price	Total
CONTROLLERS							
	7300300 Xenta 281 Prog 2DI 4UI 3DO 3AO	NA	NA	98		\$920	\$90,160
	7301012 Xenta 401 Prog	NA	NA	1		\$2,124	\$2,124
	7302450 Xenta 421A I/O Mod 4UI 5DO	NA	NA	2		\$894	\$1,788
	7302850 Xenta 451A I/O Mod 8UI 2AO	NA	NA	1		\$1,104	\$1,104
SXWAO8HXX10001	StruxureWare I/O Mod AO-8-H Module, 8 Analog C NA	NA	NA	3		\$1,450	\$4,350
SXWUI8A4H10001	StruxureWare I/O Mod UI-8/AO-4-H Module, 8 Uni NA	NA	NA	2		\$1,350	\$2,700
SXWUI8V4H10001	StruxureWare I/O Mod UI-8/AO-V-4-H Module, 8 UN NA	NA	NA	1		\$1,350	\$1,350
SXWDOC8HX10001	StruxureWare I/O Mod DO-FC-8-H Module, 8 Digit NA	NA	NA	3		\$1,250	\$3,750
SXWUI8D4H10001	StruxureWare I/O Mod UI-8/DO-FC-4-H Module, 8 NA	NA	NA	1		\$1,250	\$1,250
SXWUI16XX10001	StruxureWare I/O Mod UI-16 Module, 16 Univ Inpt NA	NA	NA	2		\$1,200	\$2,400
SE7600H5045B	BACnet Based T-Stat 3H 2C Heat Pump W/ Backple DO	ASC Contr	ASC Contr	4		\$466	\$1,864
SE7600B5045E	LON Based T-Stat 2H 2C RTU W/ Backplate --ASC DO	ASC Contr	ASC Contr	2		\$466	\$932
LAN CONFIGURATION							
SXWAUTSVR10001	StruxureWare LON or BACnet IP Level AS Controlle NA	NA	NA	4		\$6,400	\$25,600
ENCLOSURES							
HDW011-package	Enclosure 20x22x5 Schneider Electric Custom w/ Tr NA	NA	NA	2		\$425	\$850
HDW011-SBO package	Enclosure 20x22x6 Schneider Electric Custom with NA	NA	NA	3		\$425	\$1,275
Existing Panel	Enclosure Required for Controllers - this code is for NA	NA	NA	97			
TRANSFORMERS							
VER-X050BAA	Transformer 120/24-VAC 50-VA	NA	NA	1		\$48	\$48
VER-X150CAA	Transformer 120/24-VAC 150-VA	NA	NA	7		\$94	\$658
TEMPERATURE SENSORS							
ETR103--R	Temperature Room (Remote) Thermistor w/Setpt AI	AI	Air Temp f	9		\$45	\$405
ETA100-12	Temperature Duct Avg 12ft Thermistor	AI	Air Temp f	2		\$147	\$294
ETD100-12	Temperature Duct 12in Thermistor	AI	Air Temp f	5		\$38	\$190
ETI100-6	Temperature Well 6in Thermistor (w/well)	AI	Any Water	14		\$30	\$420
ETR-103-VL	Temperature Room LCD (separate than Thermistor AI	AI	Air Temp f	90		\$45	\$4,050
ETD100-12 --VE	Temperature (Existing) Duct 12in Thermistor (usec AI	AI	Air Temp f	45		\$38	\$1,710
ETD100-12 --VL	Temperature (New Local Pull) Duct 12in Thermistc AI	AI	Air Temp f	57		\$38	\$2,166
HUMIDITY SENSORS							
VER-HD2XVXS-T1	Humidity Duct 2% 0-10VDC	AI	Air Humid	8		\$316	\$2,528
VER-HWL3XSX	Humidity Wall 3% 0-10VDC	AI	Air Humid	9		\$312	\$2,808
VER-HO2XVSTN	Humidity & Temp Outside 2% 0-10VDC	AI	Air Humid	1		\$316	\$316
PRESSURE SENSORS							
EPW103	Diff Pressure Water 0-200 psig (Req PS24-15W)	AI	Water Diff	8		\$959	\$7,672
EPP102-LCD	Diff Pressure Air 0-10" W.C. for VAV AHU (w/probe AI	AI	Air Diff Prc	2		\$362	\$724
FLOW SENSORS							
ONI-FB-1210	Flow Meter Water 0-10VDC/4-20mA Bi-directional AI	AI	Water Flo	1		\$2,948	\$2,948
POWER MONITORING							
VER-H600--L	Current Sensing Relay (Split core, up to 200A, Fixed DI	DO	Pump Stat	4		\$61	\$244
VER-H600--L	Current Sensing Relay (Split core, up to 200A, Fixed DI	DO	Fan Status	1		\$61	\$61
VER-H600--RTUL	Current Sensing Relay (Split core, up to 200A, Fixed DI	DO	Fan Status	102		\$61	\$6,222
VER-H421	Chiller Transducer (300/800/2400 amp) w/mtg bra AI	AI	Chiller Am	2		\$713	\$1,426
SWITCHES, SAFETY DEVICES							
KEL-AFS-460	Static Pressure Safety Switch (w/probe)	NA		2		\$51	\$102
RELAYS							
VER-V100--L	Relay SPDT 10A 24-120-VAC (Local) [like RIBU1C]	DO	Boiler E/D	2		\$36	\$72
VER-V100--L	Relay SPDT 10A 24-120-VAC (Local) [like RIBU1C]	DO	Chiller E/C	2		\$36	\$72
VER-V100--L	Relay SPDT 10A 24-120-VAC (Local) [like RIBU1C]	DO	Pump HW	4		\$36	\$144
VER-V100--R	Relay SPDT 10A 24-120-VAC (Remote) [like RIBU1C]	DO	Fan Exhau	6		\$36	\$216
VER-V100-2N-L	Relay SPDT 10A 24-120-VAC (Local for additional 2x DO	DO	Zone Ctrl l	98		\$36	\$3,528
ACTUATORS							
MA41-7153	Actuator 2 Pos SprRet 133inlb (<33sqft) 24 VAC Ma DO	DO	Damper	101		\$549	\$55,449
70-0061H	Actuator 2 Pos NonSprRet 120 VAC Man Ovrdr (fits AO	AO	Valve	8		\$1,262	\$10,096
70-0201H	Actuator 2 Pos NonSprRet 120 VAC Man Ovrdr (fits AO	AO	Valve	2		\$2,118	\$4,236
VALVES							
VS-2213-536-9-46	Valve Ball 2W 1in Prop 0-10vdc 24 VAC SprRet	AO	Valve CHW	57		\$804	\$45,810
VS-2213-536-9-45	Valve Ball 2W 1.25in Prop 0-10vdc 24 VAC SprRet	AO	Valve CHW	30		\$804	\$24,110
VS-2213-536-9-51	Valve Ball 2W 1.5in Prop 0-10vdc 24 VAC SprRet	AO	Valve CHW	5		\$901	\$4,503
VS-2213-536-9-61	Valve Ball 2W 2in Prop 0-10vdc 24 VAC SprRet	AO	Valve CHW	6		\$1,133	\$6,795
VS-2213-536-9-71	Valve Ball 2W 2.5in Prop 0-10vdc 24 VAC SprRet	AO	Valve CHW	2		\$1,559	\$3,119
VS-2213-536-9-46	Valve Ball 2W 1in Prop 0-10vdc 24 VAC SprRet	AO	Valve HW	77		\$804	\$61,883
VS-2213-536-9-45	Valve Ball 2W 1.25in Prop 0-10vdc 24 VAC SprRet	AO	Valve HW	21		\$804	\$16,877
VS-2213-536-9-51	Valve Ball 2W 1.5in Prop 0-10vdc 24 VAC SprRet	AO	Valve HW	2		\$901	\$1,801
VARIABLE FREQUENCY DRIVES							
SQD-ATV61HU40N4T1	VFD 3ph 400/460V 5hp 10.5A (w/Conduit Kit, Keyf Interface	Interface	Fan VFD Si	4		\$3,113	\$12,452
SQD-ATV61HU55N4T1	VFD 3ph 400/460V 7.5hp 14.3A (w/Conduit Kit, Ke Interface	Interface	Fan VFD Si	2		\$3,477	\$6,955
SQD-ATV61HD11N4T1	VFD 3ph 400/460V 15hp 27.7A (w/Conduit Kit, Keyf Interface	Interface	Fan VFD Si	4		\$4,950	\$19,799
SXWSWESXX00001	StruxureWare Enterprise Server (Server software fr NA	NA		1		\$4,500	\$4,500
SXWSWORK00002	StruxureWare WorkStation Software Professional, NA	NA		1		\$4,500	\$4,500
COMPUTER HARDWARE							
Workstation - Plain	StruxureWare Package (Desktop Hardware Only + NA	NA		1		\$1,392	\$1,392
TOTAL LIST PRICE							\$464,799
TCPN PREFERRED PRICING (0.65 MULTIPLIER)							\$302,119

**EXHIBIT H:
COUNTY TRAVEL POLICY**



Fort Bend County Travel Policy Summary Effective August 1, 2015

Summary Revised 09.21.15

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

Hotels – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes

<http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

Airfare- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

Rental Cars- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

Meals Per Diem –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

Mileage Reimbursements – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
		15	15	15	16	16	16	16	16	16	16	16	16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Bia Spring	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Corpus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119

