

STATE OF TEXAS

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THIRD AMENDMENT TO AGREEMENT FOR

ENERGY PERFORMANCE CONTRACTING SERVICES

PURSUANT TO TCPN SOLICITATION NUMBER 12-54

This THIRD 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 the **AGREEMENT FOR ENERGY PERFORMANCE CONTRACTING SERVICES PURSUANT TO TCPN SOLICITATION NUMBER 12-54**, and as last amended on or about July 9, 2019, and incorporated herein by reference (the “Agreement”);

WHEREAS, the Parties now desire to amend a certain portion of the Agreement to renew services for an additional term, increase the total maximum compensation for Performance Assurance Support Services for Year 3 and to add additional contractual language required by Fort Bend County; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor, all of the parties agree that the Agreement shall be and is hereby further modified, altered and changes as follows:

1. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by twenty four thousand seven hundred eighty-eight dollars and 31/100 cents (\$24,788.31), as described in Exhibit A, attached hereto as Exhibit A, and incorporated by reference. In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation certified as available by the County Auditor without an approved amendment signed by both parties.
2. In accordance with Section 2B. of the Agreement, "Performance Assurance Support Services", Contractor shall provide Year 3 PASS Services as described in Exhibit B, attached hereto and incorporated by reference.
3. This Agreement will be renewed for another term. The effective date of the renewal term shall be July 15, 2020 and the Expiration Date shall be July 14, 2021. This Agreement shall not automatically renew but may be renewed upon written agreement of the parties.

4. Contractor shall continue to maintain insurance coverage and meet all requirements as set out in the original Agreement, Section 10 "Insurance" throughout Year 3.
5. The following clause shall be added as follows:
Human Trafficking: By Execution of this Agreement, Contractor acknowledges that Fort Bend County is opposed to Human Trafficking and that no county funds will be used in support of services or activities that violate human trafficking laws.
6. 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.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representative. All Parties hereby acknowledge that they have read and understood this Agreement and the exhibits hereto. This Agreement may be signed in multiple counterparts and shall be effective upon execution by the County.

FORT BEND COUNTY

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

Date

SCHNEIDER ELECTRIC

Jimmy Fulop
Authorized Agent- Signature

THOMMY FULOP
Authorized Agent- Printed Name

Vice President
Title

May 10, 2020
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

Attachments:

Exhibit A: Quote
Exhibit B: Scope of Work

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EXHIBIT A: QUOTE



Remit to:
Schneider Electric Buildings Americas, Inc.
P.O. Box 841868
Dallas, TX 75284-1868

Original

Transfer To: Bank of America \ Account Number 4426558569
Wire Transfer Routing Number: 026009593 \ ACH Routing Number: 111000012

FORT BEND COUNTY JAIL
301 JACKSON ST
RICHMOND, TX 77469
United States

Invoice	799179
Invoice Date	March 31, 2020
PO Number	contract
Customer Nbr	FOR093
Job Nbr	P-P20-P-0022
Page	1 of 1

PASS fee for Feb/20 - Jan/21

24,788.31

Invoice Total

24,788.31

Please Call (972) 323-4712 with questions about your invoice

Schneider Electric Buildings standard Conditions of Sale govern all sales. Only a written agreement executed by Schneider Electric Buildings and Buyer may provide otherwise.

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.