

4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibit hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both Parties.

FORT BEND COUNTY

JOHNSON CONTROLS, INC.

KP George, County Judge

DocuSigned by:

46E926B1675B49F

Authorized Agent – Signature

Date

Matthew Singleton

Authorized Agent- Printed Name

ATTEST:

Area General Manager

Title

Laura Richard, County Clerk

5/31/2024

Date

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 Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A-1: JCI’s Change Order, dated April 23, 2024

EXHIBIT A-1

CHANGE ORDER

Performance Contract dated July 11th, 2023, between Johnson Controls, Inc. and FORT BEND COUNTY	Change Order No. 1		Date 04/23/24
Customer FORT BEND COUNTY			
<p>The above-referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.</p>			
<p>Scope of Work changed as follows:</p>			
<p>The Scope of Work (Schedule 1) of the Performance Contract dated 7/11/2023 remains as originally signed except for the changes and additions described below and detailed in the attachments.</p> <p>The additional scope of work includes Lighting and HVAC upgrades to the Gym located at: 727 Plantation Dr., Richmond, TX 77406. Below is a summary of the additional scope of work.</p> <p>FIM 1.0 – LED Lighting Upgrades</p> <p>A total of 203 interior and 23 exterior existing fixtures at the Gym will be upgraded to LED technologies. Interior lighting upgrades include replacing T8 linear tube fluorescents and the T5 high bay fixtures. Exterior upgrades include replacement of wall-mounted compact fluorescent lamps, replacement of the metal halide lamps, and replacing the parking lot pole-mounted lamps.</p> <p>FIM 3.0 – DX HVAC Unit Replacements</p> <p>Six rooftop units and thirteen split system units will be replaced with new, high-efficiency DX units. The initial audit indicated that many of the existing units were undersized. The new units will be sized appropriately for the spaces they serve. The cooling capacities of the proposed units are reflective of initial engineering evaluations of the gym.</p> <p>Details on the scope changes, along with the amended / added contract language, can be found in Attachment 1.</p> <p>Payment Terms: Shall remain unchanged and adhere to Schedule 4 of the Performance Contract.</p> <p>This Change Order, and this Change Order alone, is subject to the provisions of section 21 (PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS) sub section B and sub section J of the Sourcewell Contract (Solicitation Number RFP #070121).</p>			
Total amount of this Change Order			\$ 879,752
Total Performance Contract amount as revised by this Change Order.....			\$12,260,592
<p>The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, X unchanged.</p> <p>The new completion date resulting from this Change Order is: N/A</p>			<p>Unchanged per section 3 of the original Agreement.</p>

X [check if applicable] Assured Performance Guarantee changed as follows:

The Assured Performance Guarantee (Schedule 2) of the Performance Contract dated 7/11/2023 remains as originally signed except for the changes and additions described below and detailed in the attachments.

Inclusion of the above change order scope will result in increased Projects Benefits (savings) for Fort Bend County. In total, the additional Utility and O&M savings have increased the Project Benefits by \$1,069,413 over the term of the Performance Contract.

Below is a summary of the changes to Assured Performance Guarantee (Schedule 2) of the Performance Contract dated 7/11/2023.

1. Amends Total Project Benefits (both measured and non-measured) to include the additional savings associated with the change order scope of work.
2. Adds details regarding the lighting material and HVAC maintenance savings (non-measured savings) for the associated scope.
3. Adds lighting burn hours and HVAC equivalent full load hours (EFLH) used in calculating the measured energy savings for the associated scope.
4. Adds the baseline utility rates and HVAC occupancy schedule for the Gym to the existing lists of buildings.

Details on each change, along with the amended / added contract language, can be found in **Attachment 2**.

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above-referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.

CUSTOMER: FORT BEND COUNTY

Signature:  46E926B1675B49F...

Signature:

Printed Name: Matthew Singleton

Printed Name: KP George

Title: Area General Manager

Title: Fort Bend County Judge

Attachment 1: Scope of Work

The following changes apply to Schedule 1 of the Performance Contract dated 7/11/2023.
The following Sections are modified with this Change Order.

Section I – Summary of The Scope of Work

Scope of Work Matrix Table

Section II – Description of the Scope of Work

FIM 1.0: LED Lighting Upgrades Table 1.0.1

FIM 3.0: DX Unit Replacements Table 3.0.1

Section I – Summary of the Scope of Work

Merge the following table for Gym scope items with the existing Scope of Work Matrix Table

Building	LED Lighting Upgrades (FIM 1.0)	Lighting Controls (FIM 1.1)	BAS Upgrades (FIM 2.0)	DX Unit Replacement (FIM 3.0)	Cooling Tower Replacement and Pump Upgrades (FIM 3.5)	Replace CRAC Jane Long (FIM 3.6)	Boiler Replacement (FIM 3.8)	AHU Damper Replacements (FIM 3.9)
Gym	X			X				

Section I – Summary of the Scope of Work

FIM 1.0: LED Lighting Upgrades

Merge the following table for Gym Lighting Retrofit Quantity Summary with the existing Table 1.0.1

Table 1.0.1: Lighting Retrofit Quantity Summary

Facility	No Retrofit	Retrofit	Relamp	Retrofit with a Kit or Reflector	New/ Replacement Fixture	Total Count
Gymnasium Interior	1	105	0	2	95	203
Gymnasium Exterior	2	0	0	6	15	23

FIM 3.0: DX Unit Replacements (Split Systems and Rooftop Units)

Merge the following table for Gym DX Unit Replacements with existing the Table 3.0.1

Table 3.0.1

Equipment Audited to be Replaced			Existing		Proposed		Note
Location	Type	Tag	Manufacturer	Model	Manufacturer	Model	
Gymnasium	RTU	504	Trane	TSC120E4	Johnson Controls	ZJ120E24R4B1BCA2A3	Replace Equipment
		505	Trane	TCD150E4	Johnson Controls	AD15E1BP4S1CAB32B3	Upsized to 15T
		506	Trane	TCD150E4	Johnson Controls	AD15E1BP4S1CAB32B3	Upsized to 15T
		507	Trane	TCD150E4	Johnson Controls	AD15E1BP4S1CAB32B3	Upsized to 15T
		508	Trane	TCD150E4	Johnson Controls	AD15E1BP4S1CAB32B3	Upsized to 15T
		509	Trane	TCD150E4	Johnson Controls	AD15E1BP4S1CAB32B3	Upsized to 15T
	Split Systems (DX)	510	Trane	TTA120D4	Johnson Controls	YC150C00A4EAB5	Upsized to 12.5T
		511	Trane	4TTA3048A4	Johnson Controls	TCD2B60S41S	Upsized to 5T
		512	Trane	TTA120D4	Johnson Controls	YC150C00A4EAB5	Upsized to 12.5T
		513	Trane	4TTA3048A4	Johnson Controls	TCD2B60S41S	Upsized to 5T
		514	Trane	4TTA3048A4	Johnson Controls	TCD2B60S41S	Upsized to 5T
		515	Trane	4TTA3060A4	Johnson Controls	TCD2B60S41S	Replace Equipment
		516	Trane	TTA120D4	Johnson Controls	YC150C00A4EAB5	Upsized to 12.5T
		517	Trane	4TTA3060A4	Johnson Controls	TCD2B60S41S	Replace Equipment
		518	Trane	TTA120D4	Johnson Controls	YC150C00A4EAB5	Upsized to 12.5T
		519	Trane	TTA120D4	Johnson Controls	YC150C00A4EAB5	Upsized to 12.5T
		520	Trane	4TTA3060A4	Johnson Controls	TCD2B60S41S	Replace Equipment
		521	Trane	4TTA3060A4	Johnson Controls	TCD2B60S41S	Replace Equipment
		522	Trane	TTA120D4	Johnson Controls	YC150C00A4EAB5	Upsized to 12.5T

Attachment 2: Energy Savings Measurement and Verification

The following changes apply to Schedule 2 of the Performance Contract dated 7/11/2023.
The following Sections are modified with this Change Order.

Section I.B – Project Benefits Summary

Total Project Benefits Table

Section II – Non-Measured Project Benefits

Total Project Non-Measured Benefits Table

FIM 1.0: LED Lighting Upgrades (Non-Measured Material Cost Avoidance)

FIM 3.0: DX Unit Replacements (Non-Measured Repair Cost Avoidance)

Section III – Measurement and Verification Methodologies

Guaranteed Measured Savings Summary Table

FIM 1.0: LED Lighting Upgrades – Burn hours for Gym

FIM 3.0: DX Unit Replacements – EFLHs for Gym

Section IV – Baseline Calculations and Utility Rates

\$/kVA for Gym

Section V – Primary Operations Schedule Pre and Post-Retrofit

Hours of Operation for Gym

Section I.B - Project Benefits Summary

- B. Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of **\$15,427,758** in Non-Measured Project Benefits and **\$159,788** in non-guaranteed utility rebates, and JCI guarantees that Customer will achieve a total of **\$4,023,512** in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of **\$19,611,058**, as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Measured Benefits	Non-Measured Benefits			Utility Rebates****	Annual Project Benefits
	Utility Cost Avoidance*	Utility Cost Avoidance*	Operational Cost Avoidance**	Capital Cost Avoidance***		
1	\$163,584	\$39,960	\$117,824	\$564,000	\$159,788	\$1,045,155
2	\$165,080	\$40,315	\$121,359	\$564,000	\$0	\$890,753
3	\$166,620	\$40,682	\$124,999	\$564,000	\$0	\$896,301
4	\$168,207	\$41,059	\$128,749	\$564,000	\$0	\$902,015
5	\$169,842	\$41,448	\$132,612	\$564,000	\$0	\$907,901
6	\$171,525	\$41,848	\$136,590	\$564,000	\$0	\$913,963
7	\$176,671	\$43,103	\$140,688	\$564,000	\$0	\$924,462
8	\$181,971	\$44,396	\$144,908	\$564,000	\$0	\$935,276
9	\$187,430	\$45,728	\$149,256	\$564,000	\$0	\$946,414
10	\$193,053	\$47,100	\$153,733	\$564,000	\$0	\$957,886
11	\$198,845	\$48,513	\$158,345	\$564,000	\$0	\$969,703
12	\$204,810	\$49,968	\$163,096	\$564,000	\$0	\$981,874
13	\$210,954	\$51,468	\$167,989	\$564,000	\$0	\$994,410
14	\$217,283	\$53,012	\$173,028	\$564,000	\$0	\$1,007,323
15	\$223,801	\$54,602	\$178,219	\$564,000	\$0	\$1,020,622
16	\$230,515	\$56,240	\$183,566	\$564,000	\$0	\$1,034,321
17	\$237,431	\$57,927	\$189,073	\$564,000	\$0	\$1,048,431
18	\$244,554	\$59,665	\$194,745	\$564,000	\$0	\$1,062,964
19	\$251,890	\$61,455	\$200,587	\$564,000	\$0	\$1,077,932
20	\$259,447	\$63,299	\$206,605	\$564,000	\$0	\$1,093,350
Total	\$4,023,512	\$981,787	\$3,165,971	\$11,280,000	\$159,788	\$19,611,058

* The electrical consumption rate structure (\$/kWh) for Fort Bend County is fixed through Performance Year 6 and will not escalate during that period. A detailed annual kWh rate for each building for each performance year can be found in Section IV of Schedule 2. Electrical Demand (\$/kW) and natural gas (\$/therm) rates shall be escalated annually by the actual cost escalation, but such escalation shall be no less than the mutually agreed "floor" escalation rate of 3%.

** Non-Measured Operational Cost Avoidance Benefits are a combination of material and repair costs avoidances. The figures in the table escalate by the annual rate of 3% during the duration of the Project Term.

*** Non-Measured Capital Cost Avoidance Benefits figures in the table do not escalate during the duration of the Project Term.

**** Utility Rebates shown in the table above are not guaranteed. Fort Bend County must apply for these rebates. JCI shall assist Fort Bend County in the rebate application process.

***** Values are rounded to the nearest dollar.

Section II – Non-Measured Project Benefits

Total Project Non-Measured Benefits

Year	Non-Measured Benefits				
	Utility Cost Avoidance*	Operational Cost Avoidance**	Capital Cost Avoidance***	Utility Rebates****	Annual Project Benefits
1	\$39,960	\$117,824	\$564,000	\$159,788	\$881,572
2	\$40,315	\$121,359	\$564,000	\$0	\$725,674
3	\$40,682	\$124,999	\$564,000	\$0	\$729,681
4	\$41,059	\$128,749	\$564,000	\$0	\$733,808
5	\$41,448	\$132,612	\$564,000	\$0	\$738,059
6	\$41,848	\$136,590	\$564,000	\$0	\$742,438
7	\$43,103	\$140,688	\$564,000	\$0	\$747,791
8	\$44,396	\$144,908	\$564,000	\$0	\$753,305
9	\$45,728	\$149,256	\$564,000	\$0	\$758,984
10	\$47,100	\$153,733	\$564,000	\$0	\$764,833
11	\$48,513	\$158,345	\$564,000	\$0	\$770,858
12	\$49,968	\$163,096	\$564,000	\$0	\$777,064
13	\$51,468	\$167,989	\$564,000	\$0	\$783,456
14	\$53,012	\$173,028	\$564,000	\$0	\$790,040
15	\$54,602	\$178,219	\$564,000	\$0	\$796,821
16	\$56,240	\$183,566	\$564,000	\$0	\$803,806
17	\$57,927	\$189,073	\$564,000	\$0	\$811,000
18	\$59,665	\$194,745	\$564,000	\$0	\$818,410
19	\$61,455	\$200,587	\$564,000	\$0	\$826,042
20	\$63,299	\$206,605	\$564,000	\$0	\$833,903
Total	\$981,787	\$3,165,971	\$11,280,000	\$159,788	\$15,587,546

* The electrical consumption rate structure (\$/kWh) for Fort Bend County is fixed for through Performance Year 6 and will not escalate during that period. A detailed annual kWh rate for each building for each performance year can be found in Section IV of Schedule 2. Electrical demand (\$/kW) and natural gas (\$/therm) rates shall be escalated annually by the actual cost escalation, but such escalation shall be no less than the mutually agreed “floor” escalation rate of 3%.

** Non-Measured Operational Cost Avoidance Benefits figures in the table escalate by the annual rate of 3% during the duration of the Project Term.

*** Non-Measured Capital Cost Avoidance Benefits figures in the table do not escalate during the duration of the Project Term.

**** Utility Rebates shown in the table above are not guaranteed. Fort Bend County must apply for these rebates. JCI shall assist Fort Bend County in the rebate application process.

***** Values are rounded to the nearest dollar.

FIM 1.0: LED Lighting Upgrades (Non-Measured Material Cost Avoidance)

Add the following table for Gym Lighting Material Cost Avoidance

Gym Lighting Material Cost Avoidance										Total
Performance Years										
Year 1	Year 2	Year 3	Year 4	Year5	Year 6	Year 7	Year 8	Year 9	Year 10	
\$658	\$678	\$698	\$719	\$741	\$763	\$786	\$809	\$834	\$859	
Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
\$885	\$911	\$938	\$967	\$996	\$1,025	\$1,056	\$1,088	\$1,120	\$1,154	\$17,685

FIM 3.0: DX Unit Replacements (Non-Measured Repair Cost Avoidance)

Add the following language and table for Gym HVAC Repair Cost Avoidance

Fort Bend County estimates that it will spend \$30,880 for annual HVAC repairs at the Gym. It is expected that the life cycle costs of maintaining the new equipment versus the existing equipment, combined with manufacturer's warranties of the new equipment, should result in the repair savings included in this project.

Gym HVAC Repair Cost Avoidance										Total
Performance Years										
Year 1	Year 2	Year 3	Year 4	Year5	Year 6	Year 7	Year 8	Year 9	Year 10	
\$31,806	\$32,761	\$33,743	\$34,756	\$35,798	\$36,872	\$37,979	\$39,118	\$40,291	\$41,500	
Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
\$42,745	\$44,027	\$45,348	\$46,709	\$48,110	\$49,553	\$51,040	\$52,571	\$54,148	\$55,773	\$854,650

Section III – Measurement and Verification Methodologies**Guaranteed Measured Savings Summary**

		\$	kWh	kW	therms
1.0	LED Lighting Upgrades	\$105,951	1,931,442	4,317	-1,884
3.0	DX Unit Replacement	\$21,190	164,743	131	0
Total Annual Guarantee (Baseline)					\$127,141
Year 1 (with applicable escalation)					\$128,300

FIM 1.0: LED Lighting Upgrades

Add the following Usage Group Table for the Gym

Lighting Usage Groups, Gym Only

Usage Group Code	Description	Pre-Installation Burn Hours	Coincidence Factor
CF	Cafeteria	2,991	0.9
E	Exterior	4,380	0.1
GYM	Gymnasium	2,720	0.9
HW	Hallway	3,632	0.9
KT	Kitchen	1,800	0.9
LO	Lobby/Entry Vestibule	3,401	0.9
ME	Mechanical/Electrical Rooms	400	0.5
PO	Private Office	2,571	0.9
RR	Restroom	3,790	0.9
RT	Retail	1,880	0.9
ST	Storage	1,200	0.9
UT	Utility/ Janitor Closets	1,200	0.9

FIM 3.0: DX Unit Upgrades

Add the following Cooling EFLH Table for the Gym

Cooling EFLH, Gym Only

Facility	Cooling EFLH
Gymnasium	1,833

Section IV. Baseline Calculations and Utility Rates

Add the following table for Annual Demand (KVA) rates for the Gym

Gym Electrical Demand (\$/kVA)	Performance Years									
	Year 1	Year 2	Year 3	Year 4	Year5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$8.59	\$8.85	\$9.11	\$9.39	\$9.67	\$9.96	\$10.26	\$10.56	\$10.88	\$11.21
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	\$11.54	\$11.89	\$12.25	\$12.61	\$12.99	\$13.38	\$13.78	\$14.20	\$14.62	\$15.06

Section V. Primary Operations Schedule Pre & Post Retrofit

Add the following HVAC Occupied Hours Table for the Gym

Pre- and Post-Retrofit HVAC Occupied Hours (Gym only)

Building	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Gymnasium	7 AM – 7 PM	7 AM – 7 PM	7 AM – 7 PM	7 AM – 7 PM	7 AM – 7 PM	7 AM – 7 PM	7 AM – 7 PM