



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}*

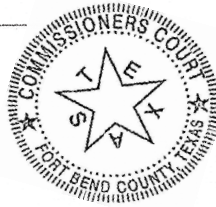
IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representative. All Parties hereby acknowledge that they have read and understood this Agreement and the exhibits hereto. This Agreement may be signed in multiple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

**FORT BEND COUNTY**

KP George  
County Judge KP George  
KP George, County Judge

ATTEST: Laura Richard  
Laura Richard, County Clerk

5-26-2020  
Date



**SCHNEIDER ELECTRIC**

Jimmy Filop  
Authorized Agent- Signature

JIMMY FILOP  
Authorized Agent- Printed Name

Vice President  
Title

May 10, 2020  
Date

APPROVED:

James Knight  
James Knight  
Fort Bend County Facilities Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 5,985,050.31 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

Attachments:

- Exhibit A: Quote
- Exhibit B: Scope of Work

# **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

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

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

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PASS fee for Feb/20 - Jan/21	24,788.31
Invoice Total	<u>24,788.31</u>

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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.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2020-619087

Date Filed:  
05/13/2020

Date Acknowledged:  
05/26/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Schneider Electric  
Carrollton, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
19672  
3rd amendment Energy Performance Contracting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)