

INL FORM
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AMENDMENT NO. 3 TO LEASE NO. 49377

Battelle Energy Alliance, LLC (BEA)

2525 FREMONT AVENUE, P.O. BOX 1625, IDAHO FALLS, ID 83415-1303
OPERATING UNDER U. S. GOVERNMENT CONTRACT DE-AC07-05ID14517

To: Idaho University Consortium
c/o Idaho State University
921 S. 8th, Stop 8137
Pocatello, Idaho 83209-8137

Effective Date: October 1, 2010

To: Mr. Joseph Han
Facilities Services
Phone: (208) 282-4229

This Amendment No. 3 is issued to effect the following:

1. The Tenant Use Agreement (TUA), Lease Exhibit E, effected October 1, 2008, is amended to include Control System Support for the CAES facility, to be provided by BEA. The scope of work and estimated budget is amended into the TUA as Appendix G, attached hereto.
2. The costs for this service shall be paid in accordance with Lease Article 3, Item B, Service Rent. The pro rata share of the Control System Support costs shall be divided proportionally at 70% for BEA and 10% for each Idaho Universities Consortium Member, in accordance with TUA Appendix G.
3. BEA is required by the government to receive full reimbursement and advance funding for services rendered under this agreement. Consortium Members shall provide sufficient funds, in advance, to reimburse BEA for 90 days. Effective October 1, 2010, BEA shall invoice Consortium Members monthly for costs incurred. BEA shall have no obligation to perform any service where costs would exceed the available funds. Upon termination or completion of this agreement, any excess funds shall be refunded by BEA to Consortium members.
4. Except to the extent changed by this Amendment No. 3, all of the terms and provisions of Lease No. 49377 remain unchanged and continue in full force and effect.

Counterpart Signatures:

By signing this agreement, all parties agree with the terms and conditions provided herein.

Idaho State University

Title

Date

Boise State University


Title

Date

University of Idaho

Title

Date



Battelle Energy Alliance

Contract Administrator

Title

10/27/2010

Date

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Appendix G

Work scope - Provide Control Systems Support to ISU for the CAES building. This support shall be in the form of a Specialist that will conduct programming and technical oversight of the CAES building heating and cooling control systems, currently a Siemens system. As part of the oversight the control specialist shall interface with the current local building installation and repair contractor “Thurgood Mechanical” or other ISU appointed contractor, to perform all control system related repairs, outside of programming and computer related issues, which shall be part of this contractual agreement. The installation and repair contractor shall submit invoices for their work separately from this contract and those invoices shall be an agreement between ISU and the contractor and shall not be the responsibility of this agreement. This contract shall only include the specialist’s time that is involved in keeping the control system functioning optimally. The control specialist shall inform the ISU representative of all repairs needed to keep the system performing correctly. The control system specialist shall be given user rights to the control system enabling him to conduct system functions necessary to complete thorough investigation and changes as needed to keep the system running optimally. As part of this user access the system specialist shall be given the ability to access the system remotely via high speed internet or VPN.

Schedule - Initial Familiarization (1st Month of Contract, CAES): 40 hours, Control specialist shall spend a minimum of 40 hours becoming familiar with software and programming of front end system and mechanical drawings relating to HVAC and hardware placements throughout the CAES facility. During this period all problems found shall be documented for future resolution. Special attention shall be spent on analyzing programs and connections relating to software and how they are performing. Documentation of system software shall be performed. Backups of all systems shall be made and a copy kept for recovery. Hardware shall be analyzed thoroughly for proper installation and functionality.

Each month (2nd month and thereafter, start after initial familiarization has been completed): 16 hours, Control specialist shall spend a minimum of 16 hours each month testing and verifying functionality of control system components. This testing shall encompass all devices in the CAES building, spread over one year. Each month a portion of these devices shall be tested. During this testing special attention shall be placed on evaluating the optimization of energy and correct functionality. All problems shall be documented and coordination with local contractor, if needed, shall be performed to correct any discrepancies in hardware. All software corrections noted shall be made during this time. A complete backup of graphics, programming, and field panels shall be performed each month.

Emergency Response - 80 hours of emergency response time shall be included in this contract to cover control system related problems that arise, in the CAES building, that are not part of the regular scheduled maintenance listed above. These hours shall be utilized during normal working hours by the ISU representative when immediate needs arise. If more hours are needed they shall be billed separately outside of this contract.

**CENTER FOR ADVANCED ENERGY STUDIES
TENANT USE AGREEMENT**

Identifier: CAES-TUA-01
 Revision: 0
 Effective Date: 10/01/10

Control System Service Agreement - Idaho State University - CAES Building

Beginning Date: October 1, 2010

	Org #	WDC	FY 2011		
			Direct Rate/Hr*	Hours	\$\$
1st Month/40 hours - Familiarization with software and programming of front end system and mechanical drawings relating to HVAC and hardware placements throughout the CAES facility.	J120	C28	\$ 98.32	40	\$ 3,932.80
Verifying and Testing (minimum 16 hrs per month)	J120	C28	\$ 98.32	192	\$ 18,877.44
Emergency Response (system related problems that arise that are not part of the regular scheduled maintenance). ~80 hrs/yr	J120	C28	\$ 98.32	80	\$ 7,865.60
Contingency for hours required above the minimum (10% contingency)	J120	C28	\$ 98.32	31	\$ 3,047.92

*G&A is not applied to the labor rate since the work will be performed against an indirect account and distributed to each University through the TUA.

Not applicable because it's a university of higher education.

343	\$ 33,723.76
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0% WFO FAC \$ -

Total WFO	\$ 33,723.76
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BEA @ 70% BEA \$ 23,606.63

University ISU \$ 3,372.38

University BSU \$ 3,372.38

University U of I \$ 3,372.38

University Total \$ 10,117.13

Total \$ 33,723.76