



# **Performance Contract Agreement**

## **First Amendment**

Texarkana  
Regional Airport  
Solar Covered  
Parking

December 2024

1403 East 6<sup>th</sup> Street  
Little Rock, AR 72202  
[www.entegritypartners.com](http://www.entegritypartners.com)

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**FIRST AMENDMENT TO THE  
ENERGY SAVINGS PERFORMANCE CONTRACT**

**PARTIES:**

Entegrity Energy Partners, LLC  
1403 East 6<sup>th</sup> Street  
Little Rock, Arkansas 72202

Texarkana Regional Airport Authority  
201 Airport Drive  
Texarkana, Arkansas 71854

City of Texarkana Arkansas  
216 Walnut Street  
Texarkana, Arkansas 71854

An Energy Savings Performance Contract (the "Contract") was made and entered into as of November 30, 2023, and made effective as of December 08, 2023, by and between Entegrity Energy Partners, LLC and Texarkana Regional Airport Authority.

Subsequently, an Assignment and Assumption of Investment Grade Audit Contract and Energy Savings Performance Contract (the "Assignment and Assumption") was made and entered into as of November 04, 2024, by and between Texarkana Regional Airport Authority, the City of Texarkana Arkansas, Entegrity Energy Partners, LLC ("ESCO"), who are collectively referred to as the "Parties."

This First Amendment to the Energy Savings Performance Contract ("Amendment") is entered into as of the date of signing, defined as the Amendment Effective Date, on the signature page of this Amendment.

WHEREAS, the Assignment and Assumption is expressly contingent upon the City of Texarkana Arkansas securing and receiving formal funding approval via the Arkansas Energy Performance Contracting Program – Revolving Loan Lease Fund (ARPC-RLLF).

WHEREAS, in order for the City of Texarkana Arkansas to be eligible for ARPC-RLLF funding approval, the Contract must include an initial Measurement and Verification Plan Period of thirty-six (36) months.

WHEREAS, due to the funding contingency of the Assignment and Assumption, it is necessary for all Parties to agree to modifications to the Contract.

THEREFORE, the Parties agree that all stipulations and details of the existing Contract and the Assignment and Assumption will remain in effect except as modified below.

The Contract scope is hereby revised by the following items:

**RECITALS**

WHEREAS, the total Term of this Contract is as follows:

Implementation & Commissioning: **Three Hundred Five (305) Days**

Initial Performance Measurement & Verification Plan: **Thirty-Six (36) Months**

Maximum Performance Guarantee Period: **One Hundred Eighty (180) Months**

Furthermore, Attachment C: Performance Measurement & Verification Plan, Schedule 2: M&V Services Agreement is hereby replaced in its entirety with the revised Attachment C, Schedule 2 found at Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date executed herein.

**City of Texarkana, Arkansas**

**Texarkana Regional Airport Authority**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Entegrity Energy Partners, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A

See "Attachment C: Performance Measurement & Verification Plan,  
Schedule 2: M&V Services Agreement" attached below

**ATTACHMENT C: Performance Measurement & Verification Plan**  
**SCHEDULE 2: M&V Services Agreement**

**Measurement and Verification (M&V) Services**

ESCO will perform measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance in conjunction with site visits. This can only be completed if utility bills and other necessary information are made available per the Owner's responsibilities outlined in this Agreement. Services will include:

- 1. Delivery of a Post-Installation Report to be reviewed with the project team.
- 2. Conduct an M&V Kick-Off meeting.
- 3. Provide annual site visits and reports to review current M&V results and energy performance as needed (**years 1-3 only**).
- 4. Provide an annual M&V Report within **60 days** of the end of the performance period.
- 5. Hold an annual M&V site visit and meeting to review current M&V results and project energy performance.

Changes to the project contact list can be made at any time. Owner will need to contact ESCO with the new contact list and changes will be made before sending the next email update.

If utility bills and any other requested information are not provided, per the terms of the Agreement, ESCO shall not be responsible for providing the Energy Savings and Performance report for that time period.

**Minimum Site Visit and Report Frequency:**

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Years One-Three      1x

Future Years          1x

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**Clarifications:**

ESCO may provide additional data on a monthly basis to the Owner depending on any deviations from expected performance. Owner will be required to make necessary changes based on the results of the M&V data.

After the end of Initial Term and each subsequent term thereafter, Owner may either:

- 1. Renew the same level of Service as set forth in the Initial Term or previous term (see continuation fee below) or,
- 2. Opt out of the measurement & verification process. All pricing for additional services will be calculated at the time of renewal, and based upon the Schedule C-4 Fee Schedule herein.

**ATTACHMENT C: Performance Measurement & Verification Plan**

**SCHEDULE 2: M&V Services Agreement**

**Fee:**

**Three years of measurement & verification has been included in the Contract Sum.** After the completion of **Performance Year 3**, the optional fee to continue project M&V for each additional year will be **\$30,000** subject to an annual escalation of 3% from the start of the original performance period. This is a flat fee based on field and office hours. Services provided for continued M&V will remain as stated in this Attachment unless otherwise agreed to by the Parties. The Payment for continued M&V services will be made in full at the start of the upcoming M&V period.