

**AMENDMENT NUMBER ONE**

This Amendment Number One (this "Amendment") is made this 13<sup>th</sup> day of December, 2018, by and between:

JOHNSON CONTROLS, INC. ("JCI")  
6 AERIAL WAY  
SYOSSET, NY 11791

and

BRENTWOOD UNION FREE SCHOOL DISTRICT ("Customer")  
52 THIRD AVENUE  
BRENTWOOD, NY 11717

**RECITALS**

WHEREAS, JCI and Customer are parties to a Performance Contract, dated July 27th, 2017 (the "Agreement"); and

WHEREAS, JCI and Customer desire to amend the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The Agreement shall be amended in accordance with the following:

- a. On Page 21 of the Agreement, replace Scope of Work Summary (Tables) with the following:

FIM #	FIM	Ross High School	Sonderling High School	Freshmen Center	East Middle School	North Middle School	South Middle School	West Middle School	East Kindergarten Center	Hemlock Elementary School
FIM 1	Lighting - Exterior Lighting	x	x	x	x	x	x	x	x	x
FIM 2	Building Envelope Improvements - Weatherization	x	x	x	x	x	x	x	x	x
FIM 3	Heating Distribution System - Pipe and Valve Insulation	x	x			x		x	x	x
FIM 4	Boiler Controllers	x	x	x					x	
FIM 5	Windows - Window Film	x	x					x	x	x
FIM 6	Water Conservation	x	x	x	x	x	x	x	x	x
FIM 7	Renewable Energy - Photovoltaic Electric Generation	x	x	x	x	x	x	x	x	x
FIM 8	Lighting - Interior Lighting with Ceiling Replacement	x	x	x	x	x	x	x	x	x
FIM 9	Plug Load Controllers	x	x	x	x	x	x	x	x	x
Total FIM Per Building		9	9	8	7	8	7	8	9	8

FIM #	FIM	Laurel Park Elementary School	Isabella Park Elementary School	North Elementary School	Northeast Elementary School	Oak Elementary School	Pine Park Elementary School	Southeast Elementary School	Southwest Elementary School	Twin Pines Elementary School	Administration Building
FIM 1	Lighting - Exterior Lighting	x	x	x	x	x	x	x	x	x	x
FIM 2	Building Envelope Improvements - Weatherization	x	x	x	x	x	x	x	x	x	x
FIM 3	Heating Distribution System - Pipe and Valve Insulation	x	x			x		x	x	x	x
FIM 4	Boiler Controllers	x	x	x							
FIM 5	Windows - Window Film	x	x	x	x	x	x	x	x	x	x
FIM 6	Water Conservation	x	x	x	x	x	x	x	x	x	x
FIM 7	Renewable Energy - Photovoltaic Electric Generation	x	x	x	x	x	x	x	x	x	x
FIM 8	Lighting - Interior Lighting with Ceiling Replacement	x	x	x	x	x	x	x	x	x	x
FIM 9	Plug Load Controllers	x	x	x	x	x	x	x	x	x	x
Total FIM Per Building		9	8	8	9	8	8	9	8	8	3

- b. On Page 29 of the Agreement, delete FIM-7 Photovoltaic in its entirety and replace with following:

**FIM-7 Photovoltaic**

Johnson Controls will furnish, install and commission a total of 6,644 KW roof-mounted, carport and canopy photovoltaic electrical generation systems as detailed in the table below that will interconnect with the existing electrical distribution system at the associated schools.

The following table identifies the PV sizes and installation type at each location:

Building	Carport / Canopy	Roof Mounted	Total
Ross HS / Sonderling HS	1533.6	273.6	1807.2
North MS	292.8	342	634.8
South MS	367.2	267.6	634.8
East MS	-	364.8	364.8
West MS	-	364.8	364.8
Freshman Center	264	165.6	429.6
North ES	273.6	-	273.6
Northeast ES	266.4	-	266.4
Southeast ES	262.8	-	262.8
Southwest ES	322.4	-	322.4
East ES	81.6	-	81.6
Laurel ES	172.8	-	172.8
Loretta ES	200	-	200
Oak Park ES	256.8	-	256.8
Pine Park ES	132.0	-	132.0
Twin Pines ES	105.6	132.4	238
Hemlock ES	201.6	-	201.6
<b>Total Photovoltaics</b>	<b>4733.2</b>	<b>1910.8</b>	<b>6644.0</b>

Turnkey installation includes the following specifications for new Roof Ballasted Systems:

- UL Certificate
- New wiring to meet the requirements of the 2014 National Electric Code
- Solar Module to be 72 cell 400 watt Hyundai, LG, JA Solar or equal
- Inverters to be Solectria, SMA or equal 1000 volt family
- Balance of new system to meet 2014 NEC Code
- Interconnection to building system located as per 2014 NEC Code lineside tap
- Unirac RM, Ecofoot or equal self-ballasted racking system
- Furnish and install required ballast block

- District to support monitoring by supplying an IT drop to a gateway location and all necessary IP addresses that the district will maintain for 18 years and JCI will have access for the term of the Agreement.
- Protective slip sheet as roofing warranty certifications
- SED approved system design drawings

Turnkey installation includes the following specifications for Carport, Canopy Systems:

- Carport system to have a minimum height of 14 ft. in roadway areas
- Canopy system to have a minimum height of 10 ft.
- Solar Modules to be 72 cell 400 watt LG, Hyundai, JA Solar or equal
- Solar inverters to be Solectria, SMA or equal 1500 volt family.
- Solar equipment to be mounted at no less than 10 ft above grade.
- Conduit work up to 10 ft. above grade will be hard wall galvanized.
- New switchgear required will be completely fenced in with access gate with chain link.
- New underground conduit to be PVC
- All work to conform to PSEG and/or any other utility, regulatory or governmental agencies requirements in effect at the time of Agreement execution.
- Canopy Racking system, including all hardware and module mounting hardware to be RBI Solar or Equal
- New members and hardware are galvanized steel with Columns and Top Beams hot dipped to ASTM A123 and purlins pre-galvanized to a G140 minimum. Module hardware is stainless steel.
- New member connections shall be bolted. No on-site welding shall be required or undertaken without the written permission of the District and its Architect.
- Parking lot restoration in all affected areas to be saw cut and hot patched to match existing surface conditions.
- Columns to be set directly on concrete piers with chemical anchors or wet set anchor bolts.
- Temporary fencing, barricades or storage trailers necessary to secure site
- Disposal of soil/spoil created from the foundation installation is included. JCI shall undertake all necessary soil testing and properly dispose of all soil at its cost and expense in accordance with all applicable laws, rules, regulations and codes in effect at the time of Agreement execution.
- Grounding hardware for modules and racking
- Module grounding to be per module manufacturer's installation instructions.
- Base design includes pre-punched holes in the purlin for wire management.
- RBI Solar model CPT galvanized steel canopy systems have undergone testing with Intertek towards ETL Classification for bonding and grounding to UL Standard 2703. This testing includes electrical bonding tests for PV module-to-racking connections, racking component- to-racking component connections, and canopy structure-to-grounding lug connections.
- Electrical Underwriters Certificate
- Electrical installation to be installed as per the NEC 2014 code, as amended and updated as of the time of Agreement execution.
- Electrical conduit will be installed outside of concrete piers and/or baseplates.
- JCI will furnish and install a PV monitoring system with internet access.
- District to support monitoring by supplying an IT drop to a gateway location and all necessary IP addresses that the District will maintain for 18 years.
- SED approved system design drawings

In the event that any of the building roofs, parking lots or walkways are determined to be unsuitable for roof mounted, carport, canopy PV arrays, Johnson Controls will attempt to move the arrays or portions of the arrays to another location that is suitable at any of the other buildings outlined above.

Johnson Controls shall install the new PV systems with existing roof manufacturer standards to maintain current and any new roof warranty(ies) as it relates to the solar panel installation. At all locations, existing structural steel, joists, roof decks, parking lots, walkways are anticipated to be adequate for solar panel installation. If during the design phase the architect / engineer of record, Tetra Tech, encounter structural issues, geo-tech issues, drainage issues, septic system issues with any of roofs, roof framing, parking lots and walkways, or any other constructability issues, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the 6,644 kW DC of total system size. JCI shall be responsible for coordinating its work with ongoing capital work at the Customer's facilities, including roof, parking lot and walkways installations.

In the event that any of the proposed locations are determined to not be a viable option, the scope of work for this ECM shall be reduced subject to the Customer's written approval by deduct change order and the costs associated with the reduced scope shall be credited to the Customer. The guaranteed savings shall also be adjusted accordingly by a formal written amendment to the Agreement. All adjustments require Customer's written approval and must maintain a positive cash flow as set forth in the Agreement documents.

The weather station monitoring is included through dashboard for the term of the Agreement.

Power to the building will be temporarily shut down by the utility for up to four (4) hours during the tie-in. Co-ordination with the Customer will be required at the time of the tie-in.

These PV systems will be net-metered according to regulations of New York State and PSEG-LI in effect at the time of the agreement. At times, these PV systems will generate more electricity than the building uses; during these times excess instantaneous production is accounted for as a credit against future grid purchases.

In the event that the net-meter regulations, in force at the time of the agreement execution, are no longer in effect at the time of the State Education Department issuance of Building Permits, the scope of work, cost, and savings guarantee can be modified by formal written amendment to the Agreement.

- c. **On Page 29 of the Agreement, FIM-8 Interior LED upgrade, insert the following at the end of paragraph 3:**

Johnson Controls will also remove 12" X 12" spline ceilings and replace it with 2' X 2' ceilings in twelve (12) classrooms in Ross/Sonderling High School.

- d. **On Page 32 of the Agreement, delete subpart B, Project Benefits Summary, in its entirety and replace with following:**

**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 **\$41,756,286** in Measured Utility Cost Avoidance and **\$529,848** in Operations and Maintenance Cost Avoidance, and **\$250,000** in Rebates during the term of this Agreement, for Total Project Benefits of **\$42,536,134**, as set forth in the Total Project Benefits table below.

**Total Project Benefits**

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate-Non Recurring Savings	Total Guaranteed Project Benefits
Construction			\$250,000	\$250,000
1	\$1,783,357	\$29,436		\$1,812,793
2	\$1,836,857	\$29,436		\$1,866,293
3	\$1,891,963	\$29,436		\$1,921,399
4	\$1,948,722	\$29,436		\$1,978,158
5	\$2,007,183	\$29,436		\$2,036,619
6	\$2,067,399	\$29,436		\$2,096,835
7	\$2,129,421	\$29,436		\$2,158,857
8	\$2,193,304	\$29,436		\$2,222,740
9	\$2,259,103	\$29,436		\$2,288,539
10	\$2,326,876	\$29,436		\$2,356,312
11	\$2,396,682	\$29,436		\$2,426,118
12	\$2,468,582	\$29,436		\$2,498,018
13	\$2,542,640	\$29,436		\$2,572,076
14	\$2,618,919	\$29,436		\$2,648,355
15	\$2,697,487	\$29,436		\$2,726,923
16	\$2,778,411	\$29,436		\$2,807,847
17	\$2,861,764	\$29,436		\$2,891,200
18	\$2,947,617	\$29,436		\$2,977,053
<b>Totals</b>	<b>\$41,756,286</b>	<b>\$529,848</b>	<b>\$250,000</b>	<b>\$42,536,134</b>

\*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

\*\* Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits.

- e. On Page 74 of the Agreement, delete Section 1, Total Project Costs, in its entirety and replace with the following:

**1. Total Project Costs.** The total cost of the project, including payment for JCI, the Architect/Engineer, Construction Manager and Customer/TetraTech controlled contingency is \$31,837,851. This amount includes all fees for JCI (\$29,863,877), the Architect/Engineer (\$1,473,974), the Construction Manager (not to exceed \$400,000) and customer/TetraTech controlled contingency for Photovoltaics modifications (\$100,000).

The price to be paid to JCI by Customer for JCI's Work shall be \$30,600,864. This \$30,600,864 amount includes fifty percent (50%) of the Architect/Engineer's fee (\$736,987). The balance of the Architect/Engineer's fee (\$736,987) shall be paid by Customer as set forth in the separate agreement between Customer and the Architect/Engineer. The Construction Manager's not to exceed fee (\$400,000) shall be paid by Customer as set forth in the Agreement between Customer and the Construction Manager and its Amendment which is subject to approval by the Customer. The balance of the \$30,600,864 amount totaling \$29,863,877 is JCI's costs of construction and installation of the Work.

Architect/Engineer's Fee:	\$ 1,473,974
Construction Manager's Fee (Not to Exceed):	\$ 400,000
Customer/TetraTech Controlled Contingency	\$ 100,000
JCI's Fee:	\$ 29,863,877
<b>Total Project Cost:</b>	<b>\$ 31,837,851</b>

f. On Page 74 of the Agreement, delete Section 3, M&V Services, in its entirety and replace with the following:

3. **M&V Services.** JCI will provide M&V Services for three years. The price for JCI's M&V Services, as detailed on Schedule 2 of this Agreement, is \$31,590. This amount will be paid to JCI annually as set forth below. These payments will be due and payable within thirty (30) business days of receipt by the Customer of JCI's invoice, except for any item of work that is in dispute, and billed annually in advance. The annual price is escalated 3% every year for the guarantee term.

M&V Year	Annual Service Cost (\$)
1	\$31,590
2	\$32,538
3	\$33,514
<b>Total</b>	<b>\$97,642</b>

g. On Page 75 of the Agreement, delete Section 4, Payments for Architectural Services, in its entirety and replace with the following.

4. **Payments for Architectural Services.** JCI shall provide \$736,987 directly to the Customer at the times and in the manner set forth below. The Customer will make payment directly to the Architect/Engineer of record for all architectural services.

The total fee to be paid to Architect/Engineer is \$1,473,974. JCI is responsible for fifty percent (50%) of the total Architect/Engineer's fees that amounts to \$736,987. Payments to be made to the Customer according to the following schedule:

Twenty (20%) upon receipt of written notice from the District that the District signed this Agreement in the amount of \$294,795 to be paid by check.

Thirty (30%) upon receipt of written notice from the District that the plans and specifications have been submitted to NYSED in the amount of \$442,192 to be paid by check.

The remaining architectural fees (\$736,987) shall be paid as set forth in the Agreement between the Customer and the Architect/Engineer and is subject to Customer's approval of an Amendment to said Agreement attached hereto.

**h. On Page 75 of the Agreement, replace 5. Payments for Construction Management Services in it's entirely with the following.**

**5. Payments for Construction Management Services.** The Customer's Construction Manager shall receive a not to exceed fee of \$400,000 for the energy performance project to be paid directly by the Customer. The Construction Manager's fee shall be paid as set forth in the Agreement between Customer and the Construction Manager and its Amendment which is subject to approval by the Customer.

2. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.

3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

4. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.

5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, JCI and Customer have entered into this Amendment, effective as of the date first set forth above.

**BRENTWOOD UNION FREE SCHOOL DISTRICT**

**JOHNSON CONTROLS, INC.**

Signature: 

Signature: 

Printed Name: ROBERT FELICIANO

Printed Name: Allison M Dunn

Title: BUSFD - BOR, PRES

Title: Area General Manager

Date: 12/18/18

Date: December 11, 2018