

## Brentwood Union Free School District Request for Proposal Analysis

Brentwood Union Free School District will realize an energy cost savings of \$758,987; a 20% reduction on your baseline utilities, through Johnson Controls' unique, best-practices approach to implementing this project. The District's request for proposal analysis includes ten (10) facility improvement measures (FIMs).

Highlights include:

- Exterior LED Lighting – District-wide
- Interior LED Lighting – District-wide
- Solar Photovoltaics – Ross HS, North, South, East and West MS's
- New Ceilings – 113,434 sqft at Freshman Ctr, North, South, East and West MS's
- Window Film – District-wide



Project savings will pay for the total project cost of \$13,501,888 over 17.1 years. The following table provides the proposed District-wide Facility Improvement Measures.

| FIM#  | PROPOSED MEASURES                                       | Sell (\$)            | Annual Savings (\$) | Payback (Yrs) |
|-------|---|----------------------|---------------------|---------------|
| FIM 1 | Lighting - Exterior Lighting                            | \$ 547,816           | \$ 82,997           | 9             |
| FIM 2 | Building Envelope Improvements - Weatherization         | \$ 527,037           | \$ 53,921           | 10            |
| FIM 3 | Heating Distribution System - Pipe and Valve Insulation | \$ 16,468            | \$ 6,334            | 3             |
| FIM 4 | Boiler Controllers                                      | \$ 322,011           | \$ 77,469           | 4             |
| FIM 5 | Windows - Window Film                                   | \$ 985,419           | \$ 98,168           | 10            |
| FIM 6 | Water Conservation                                      | \$ 229,958           | \$ 18,712           | 12            |
| FIM 7 | Renewable Energy- Photovoltaic Electric Generation      | \$ 4,292,021         | \$ 263,125          | 16.3          |
|       | Ceilings at the Middle Schools                          | \$ 1,161,061         |                     |               |
| FIM 8 | Interior LED Lighting Upgrade                           | \$ 1,291,764         | \$ 137,219          | 9.4           |
| FIM 9 | Plug Load Controllers                                   | \$ 175,221           | \$ 41,043           | 4.3           |
|       | Ceilings at Freshman Center                             | \$ 905,535           |                     |               |
|       | Operations and Maintenance Savings                      |                      | \$ 29,436           |               |
|       | Engineering Design, Bond, Insurance, General Conditions | \$ 2,047,436         |                     |               |
|       | TetraTech Fee   | \$ 625,087           |                     |               |
|       | SCC Fee   | \$ 375,052           |                     |               |
|       | <b>TOTALS</b>   | <b>\$ 13,501,888</b> | <b>\$ 788,423</b>   |               |

In addition to the proposed scope of work above, the savings of \$788,423 could allow for a total project size of approximately \$14.1M, which represents an additional \$600K in work scope that could be performed. This could be allocated towards the addition of approximately 40 new parking lots lights which could be installed throughout the District's facilities as needed.

### Positive Cash Flow

The preliminary cash flow analysis shows that the project is cash positive starting from year 1 generates over \$12.1M positive Cash Flow over the life of the contract. Brentwood Union Free School District will make money by entering into this performance contract. The table below shows the cash flow for the proposed project.

Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include, but are not limited to, the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Customer. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.

40. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
41. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by facsimile, pdf or any other electronic means, all of which when taken together shall constitute one single agreement between the parties.
42. **NOTICES.** All notices or communications related to this Agreement shall be in writing and be personally delivered or sent by nationally recognized overnight carrier to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202 and to Customer at the address listed on the first page of this Agreement, ATTN: Superintendent, with a copy to Lamb & Barnosky, LLP, ATTN: Eugene R. Barnosky, Esq., 534 Broadhollow Road, Suite 210, P.O. Box 9034, Melville, New York, 11747. If the notice is sent by nationally recognized overnight carrier, it shall be deemed delivered two (2) business days after it is sent.
43. By signing this Agreement, each person signing on behalf of any other party certifies, under penalty of perjury, that to the best of its/his/her knowledge and belief that such party is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

**BRENTWOOD UNION FREE SCHOOL DISTRICT**

Signature: [Signature]

Printed Name: ROBERT FELICIANO

Title: BUFSO - BOE; PRESIDENT

Date: 7/27/17

**JOHNSON CONTROLS, INC.**

Signature: [Signature]

Printed Name: James B. Cotton

Title: Regional GM

Date: 7/13/17

The Architect/Engineer executes this Agreement only for purposes of agreeing to those provisions pertaining to it.

**TETRA TECH ENGINEERS, ARCHITECTS & LANDSCAPE ARCHITECTS, P.C. D/B/A TETRA TECH ARCHITECTS & ENGINEERS**

Schedule 4

| M&V Year     | Annual Service Cost (\$) |
|--------------|--------------------------|
| 1            | \$12,590                 |
| 2            | \$12,968                 |
| 3            | \$13,357                 |
| <b>Total</b> | <b>\$38,914</b>          |

4. **Payments for Architectural Services.** JCI shall provide \$312,543.50 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 \$625,087. JCI is responsible for fifty percent (50%) of the total Architect/Engineer's fees that amounts to \$312,543.50. 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 **\$125,017.40** 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 **\$187,526.10** to be paid by check.

The remaining architectural fees (\$312,543.50) 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.

5. **Payments for Construction Management Services.** The Customer's Construction Manager shall receive a fee of \$375,052 for the energy performance project by 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.

BRENTWOOD UNION FREE SCHOOL DISTRICT

Signature: [Signature]

Printed Name: ROBERT FELICIAM

Title: BUFSD - BOE PRESIDENT

Date: 7/28/17

JOHNSON CONTROLS, INC.

Signature: [Signature]

Printed Name: James B. Cotton

Title: Regional GM

Date: 7/13/17




Stacy L. O'Connor  
Assistant Superintendent for Finance and Operations

52 Third Avenue  
Brentwood, NY 11717  
Telephone (631) 434-2311  
FAX (631) 434-3104  
e-mail [soconnor@bufsd.org](mailto:soconnor@bufsd.org)

## Memorandum

**TO:** Mr. Richard Loeschner  
Superintendent of Schools

**FROM:** Ms. Stacy L. O'Connor   
Asst. Superintendent for Finance and Operations

**RE:** *Johnson Controls Contract*

**DATE:** July 13, 2017

---

During the spring, the Board granted approval to move forward with an Energy Performance Contract (EPC). Some of the energy conservation initiatives contained in the EPC include: LED exterior lighting, solar panels at the secondary schools, window film and boiler controls. Utilizing the energy savings the District will be able to continue ceiling tile replacement at the Freshman Center and middle schools. I attached a summary of the project for your review.

The next step in the process is to approve the contract with Johnson Controls, who will serve as the Energy Service Company. Johnson Controls performed this service in our previous EPC and the upgrades went well.

Please present this Agreement to the Board for their consideration at the July 27 meeting.

SOC/ik

Attachment