

## PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this \_\_\_\_ day of July, 2017 between:

### PARTIES

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**, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

**WHEREAS**, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

**WHEREAS**, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

### AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer, the Architect/Engineer of Record (as defined below in paragraph 3) and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee). Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

JCI will install the equipment identified on Schedule 1 of this Agreement (Scope of Work) and provide services detailed on Schedule 2 of this Agreement (Assured Performance Guarantee). JCI shall supervise and direct the Work and Services and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work and M&V Services under this Agreement.

JCI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work and Services.

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed part of this Agreement:

Schedule 1 – Scope of Work  
Schedule 2 – Assured Performance Guarantee  
Schedule 3 – Customer Responsibilities  
Schedule 4 – Price and Payment Terms  
Schedule 5 – Preliminary Construction Schedule  
Schedule 6 – Schedule of Values  
Attachment 1 – Notice to Proceed  
Attachment 2 – Change Order  
Attachment 3 – Certificate of Substantial Completion; Certificate of Final Completion  
Attachment 4 – Lighting Line by Line  
Attachment 5 – Ceiling Replacement Layouts  
Attachment 6 – Form of Application for Payment  
Attachment 7 – Close Out Documents and Record Forms  
Attachment 8 – Cash Flow Statements

RFP Attachment 1 – Scope of Architectural Services  
RFP Attachment 2 – Scope of Construction Services

3. **ENGINEER OF RECORD.** The Customer has identified Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers, as the certified Architect/Engineer of Record (Architect/Engineer) to provide engineering services in connection with the Work to be performed by JCI. The Customer has entered into a direct contract with the Architect/Engineer for such services on this project. The fees and total compensation for such Architect/Engineering Services shall be paid in accordance with Schedule 4. Both JCI and Customer agree and acknowledge that the Architect/Engineer owes its/his/her professional obligations and duties, including duties of care to the Customer. The Architect/Engineer shall remain free from any financial interest in this Agreement which conflicts with the proper completion of its/his/her responsibilities under this Agreement and which conflicts with its/his/her responsibilities and duties to the Customer. JCI must coordinate all Work and activities under this Agreement with the Architect/Engineer and Customer's Construction Manager.
4. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** The parties obligations hereunder are contingent upon the written approval of the Commissioner of Education of the State of New York, the requirements of 8 NYCRR § 155.20 and the Customer securing financing and State Aid in accordance with Paragraph 17 of this Agreement. After receipt of the Commissioner's written approval and after the Customer has secured financing and State Aid in accordance with Paragraph 17, the Customer shall issue a Notice to Proceed, a form of which is attached hereto as Attachment 1 and which is in a form acceptable to the State Education Department ("SED"). JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, and shall achieve Substantial Completion of the Work within eighteen (18) months after such receipt of Customer's Notice to Proceed. Upon Substantial Completion (as defined below), Customer and

Architect/Engineer execute a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures and utilize the Work to obtain savings as set forth in this Agreement. After an on-site inspection of the Work, the Architect/Engineer shall certify the date that the Work has been substantially completed by JCI. The Architect/Engineer shall also provide Customer and JCI in writing a description of all items that remain to be completed. Substantial Completion shall not be attained if it is determined by the Architect/Engineer that JCI must correct any condition(s) which impairs the reliability or safety of the Work. If applicable, Substantial Completion shall not be attained until all heating plants or heating plant modifications have been inspected and accepted by the local utility and the Customer's insurance inspector. No Improvement Measure will be considered substantially complete until it is actually capable of generating the savings it is designed to generate. In the case of control improvements, any associated operator interface must be complete and operable by the Customer before Substantial Completion is attained. The Project Benefits shall begin to be achieved at the date of Substantial Completion.

As a condition to the issuance of the Certificate of Substantial Completion, JCI must: (i) conduct testing of the Improvement Measures and provide a copy of the test results to Customer and Architect/Engineer; (ii) provide to the Customer a complete set of as-built drawings that are approved by the Architect/Engineer; (iii) provide to the Customer a complete list of manuals and training sessions provided by JCI to Customer which shall include a description of the manual or training provided, the date, and location where the manual or training was provided, the name of the person providing the manual or training, and the name of the person receiving the manual or training; (iv) provide to the Customer all other written documentation, licenses and software necessary for the operation of the Improvement Measures or relating to the Improvement Measures and their installation, including, but not limited to, equipment specifications and locations, system configurations, and sequences of operations; (v) provide to the Customer a list of warranties with start dates and warrant periods; (vi) obtain fire marshal approval if required for this Project (JCI will be responsible for any costs related to its failure to secure such approval); (vii) provide to Customer releases of liens and proof of payment to subcontractors. Customer's execution of the Certificate of Substantial Completion will serve as an acknowledgement of receipt of the list of manuals and training.

Prior to the issuance of the Certificate of Final Completion, the Customer and Architect/Engineer will provide JCI a punch list of items remaining to be completed by JCI. All punch list items shall be completed within thirty (30) calendar days, unless otherwise agreed to by the parties in writing. The final completion date is the date when all Work is complete, including all punch list items, as evidenced by the execution of the Certificate of Final Completion by the Customer and Architect/Engineer.

The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services during the initial 3-year period of M&V Services or any subsequent year in which Customer has elected to continue M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate.

**5. DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its reasonable control and without its fault,

including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work (unless JCI should have discovered these conditions through reasonable visual inspection of the property and/or facilities and/or through a reasonable review of specifications, drawings, and plans regarding the Work); a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance may be made subject to the mutual written agreement of the parties.

- 6. ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. JCI shall not perform the Work in areas where classes or student activities are in progress while such classes or student activities are in progress, except as agreed to by both parties in writing. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance may be made subject to the mutual written agreement of the parties. All costs incurred by Customer, including, but not limited to overtime costs for Customer's employees, to make the facilities available during evening and/or weekends will be borne by JCI and JCI shall pay such cost to Customer immediately upon demand. Customer reserves the right to determine what work will interfere with its operations and said determination is final. In addition, all overtime work that may be necessary must be pre-approved in writing by the Customer's Superintendent and/or his/her designee. JCI is solely responsible for all costs associated with JCI's failure to obtain the required prior written approval. The Customer reserves the right to reasonably reject the use of any proposed subcontractors.
- 7. PERMITS, TAXES, AND FEES.** JCI shall be responsible for obtaining all building permits and related permit fees associated with the Work and Services. Customer represents that it is a governmental entity and that it will cooperate with JCI and provide JCI with appropriate documentation that Customer is not obligated to pay any taxes associated with this Agreement. JCI shall pay any applicable sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Customer shall be responsible for securing any necessary approvals, easements or assessments required for the Work or the ownership and use of the Improvement Measures.

JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. JCI shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement.

**8. WARRANTY.**

JCI warrants that materials and equipment furnished by JCI will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work and M&V Services will conform to the requirements of the Agreement Documents. Upon written notice from the Customer, JCI shall, at its option, repair or replace the defective Work or re-perform defective Services to the satisfaction of the Customer. These warranties do not extend to any Work that has been abused, altered, misused, or repaired by the Customer or third parties without the supervision of and prior written approval of JCI, except in the case of an emergency; or if JCI serial numbers or warranty date decals have been removed or altered. If any Work is altered or repaired in an emergency, Customer will notify JCI immediately of such alterations or repairs. The Customer must promptly report any failure of the Equipment to JCI in writing. All replaced Equipment or parts remain Customer's property.

Customer understands that JCI is a provider of services under this Agreement. JCI shall not be considered a merchant or a vendor of goods. **If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, JCI will transfer the benefits of that manufacturer's warranty to Customer if this Agreement with Customer terminates before the equipment manufacturer's warranty expires.**

JCI further warrants that the design, engineering, and installation services it performs will be performed consistent with good engineering practices and that all Work performed by JCI is warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of execution of the Certificate of Substantial Completion by Customer. Any manufacturers' warranties which exceed this two (2) year period shall be assigned to Customer to the extent allowed by the manufacturer.

JCI represents and warrants that: (a) it is financially solvent and experienced in and competent to perform the Work; (b) it is familiar with all federal, State, county, and local laws, regulations, and ordinances which may in any way affect the Work or those employed therein; (c) it or its subcontractors performing the Work are holders of all licenses which are necessary to perform the Work and that said licenses shall remain in effect through completion of the Work; (d) it has inspected the site and has become familiar with the conditions and operations under which the Work is to be performed; and (e) JCI will observe and comply with the policies, rules, and regulations of the Customer which are made known to JCI respecting the performance of its duties (and shall cause its employees and subcontractors to do the same), including, but not limited to, the Customer's Code of Conduct; provided, however, that JCI shall determine the manner of carrying out its duties hereunder consistent with its status as an independent contractor.

Prior to the commencement of the Work, JCI shall be fully responsible for reviewing any and all existing warranties of equipment, fixtures and appurtenances located at the Customer's facilities that may be directly and/or indirectly impacted by the Work performed under the Agreement to verify that the Work will not void any such existing warranties. In the event that JCI's review uncovers a potential issue, JCI will notify the Customer in writing and the parties will agree upon a resolution. Notwithstanding the foregoing, if JCI: (a) proceeds with any Work that will impair or nullify any existing warranty; and (b) the Customer has not been notified in writing of the potential issue and agreed to the performance of such work, JCI shall be fully liable for the warranty. Upon completion of the Work of the Agreement, JCI shall be fully responsible for reviewing and informing Customer of all warranties.

**NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI.**

- 9. CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish on a daily basis caused by the Work and, upon completion of the Work, JCI shall

remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials and shall clean up the Work, including any dust from the materials, and surrounding areas to the reasonable satisfaction of the Customer. In the event that JCI fails to clean up the Work and the surrounding areas, upon twenty-four (24) hours written notice to JCI, the Customer will have the same cleaned. All costs associated with such clean up shall be back charged to JCI and JCI shall pay such cost to Customer within thirty (30) calendar days of Customer's demand therefor.

**10. SAFETY.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services.

No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on or in Customer's facilities or properties. JCI shall ensure that none of its subcontractors, employees, representatives, agents, and consultants and no other individuals performing Work on behalf of JCI pursuant to this Agreement, perform Work or are present at Customer's facilities or properties while impaired by alcohol or controlled substances. JCI bears the responsibility of determining if its subcontractors, employees, representatives, agents and consultants and all other individuals performing Work on behalf of JCI pursuant to this Agreement are in any way impaired and whether the safety of any person is jeopardized. Each subcontractor shall provide drinking water for its own employees, representatives, agents and/or consultants. JCI shall ensure that its employees, representatives, agents and consultants, and all of the employees, representatives, agents and consultants of JCI's subcontractors refrain from using indecent language on or in Customer's facilities or properties. Customer has the right, in its sole discretion, to remove any person impaired by alcohol or a controlled substance or who used or is using indecent language from its facilities or properties. This removal will be at JCI's sole cost and JCI shall pay such the cost to Customer within thirty (30) calendar days of Customer's written demand therefor. Artwork or decoration found on any vehicle belonging to any person or entity performing Work pursuant to this Agreement and parked on or near a Customer facility or property which contains indecent language or pictures must be covered or removed from the location. If JCI fails to have the vehicle covered or removed, the Customer may perform this obligation at JCI's cost and JCI shall pay such cost to Customer within thirty (30) calendar days of Customer's written demand therefor.

**11. ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Unless otherwise specified in Schedule 1, neither party desires to nor is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession, including but not limited to the Customer's AHERA Report and the Customer's Asbestos Management Plan (collectively, the "ACM Documentation") relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. JCI hereby represents and warrants that it has reviewed the Customer's AHERA Report and shall ensure that its subcontractors review said Report. JCI and its subcontractors must review and become familiar with, the Customer's Asbestos Management Plan. JCI must notify the Customer in writing two (2) business days prior to performing any Work in a location where, according to the ACM Documentation, ACM is present, may be present or is assumed to be present. When such Work is completed, JCI must notify the Customer in writing within one (1) business day of completion of the Work. If the ACM Documentation indicates that no ACM is present in an area where JCI undertakes work and if either Customer or JCI becomes aware of or suspects the presence of ACM in that area that may be disturbed by JCI's Work or M&V Services, unless otherwise specified in Schedule 1, it shall promptly stop the Work or M&V Services in the affected area and notify the other. Except as required by Schedule 1 or except where the ACM Documentation is silent as to or indicates the presence or possibility of ACM, as between Customer

and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services and Customer has the right to delete any Work from Schedule 1 (Scope of Work) that is in any way implicated by the presence or the suspected presence of ACM. If the ACM Documentation is silent as to or indicates the presence or possibility of ACM or JCI had actual knowledge that ACM was present or JCI suspected ACM to be present and acted with intentional disregard of that knowledge, JCI shall be responsible at its sole expense for addressing the potential for or presence of ACM in conformance with all applicable laws, addressing the impact of the disturbance before continuing with its Work or M&V Services and/or remediating areas impacted by the disturbance of the ACM. JCI shall have no liability to Customer for (a) the identification, abatement, cleanup, removal or disposal of ACM in areas where the ACM Documentation indicates that no ACM is present, and (b) any JCI action or inaction due to inaccuracies in the ACM Documentation.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. JCI must determine if Hazardous Materials will be disturbed or handled during the Work and JCI must notify the Customer in writing two (2) business days prior to performing any Work in or about a location where Hazardous Materials are present or likely will be found. When such Work is completed, JCI must notify the Customer in writing within one (1) business day of completion of the Work. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, JCI shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from Customer's facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, and JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold. All equipment, materials and/or supplies provided or and/or installed by JCI and/or its subcontractors shall be free of any hazardous materials as may be required by applicable law.

Except as specifically set forth above in this Section 11 or in Schedule 1, JCI shall not be liable for any losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims causes of action or liability, directly or indirectly relating to Customer's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 11.

**12. CHANGE ORDERS.** The Customer, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if

necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties and shall be subject to the availability of funds and written approval of the Board of Education, the Architect/Engineer, SED and leasing company, if necessary. Any Change Order will not be considered effective until it is signed by an authorized representative of each party and the Architect/Engineer and accepted by SED. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the request for proposal, attached hereto and made a part of, or otherwise disclosed by Customer to JCI prior to the commencement of the Work or of which JCI could not have become aware during a reasonable visual inspection of the conditions, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted subject to the availability of funds and written approval of the Board of Education, the Architect/Engineer and SED.

**13. CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise; and
- (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement.

**14. INSURANCE.**

JCI, at its sole cost and expense, must obtain and keep in full force and effect (unless specified that its subcontractors may so obtain and keep in full force and effect), during the term of this Agreement, the following insurance:

**Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

**Commercial General Liability:**

Coverage	Occurrence using ISO occurrence Form CG 00 01 07 98 or later form
Limits per Project	General Aggregate - \$3,000,000.00 on a "per project" basis Products - Completed/Operations (each occurrence) - \$1,000,000.00 Personal & Advertising Injury (any one person) - \$1,000,000.00 Each Occurrence - \$1,000,000.00 Fire Damage (any one fire) - \$100,000.00 Medical Expenses (any one person) - \$50,000.00

**Automobile Liability** \$1,000,000 per accident (all vehicles owned, hired, borrowed or non-owned)



**Owners Contractors Protective Insurance:** \$1,000,000 per occurrence/\$2,000,000 aggregate

**Builder's Risk Coverage:** Amount sufficient to replace the Work performed by JCI and its subcontractors.

**Excess Insurance:** \$5,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

**Environmental Contractors Liability Insurance:** (to be obtained by JCI or its subcontractors whenever the entity in question is performing work relating to Hazardous Materials or ACM): With coverage for the services rendered by JCI or its subcontractors for the Customer, including, but not limited to removal, replacement, enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs, and coverage for non-owned disposal sites. \$2,000,000.00 per occurrence/\$2,000,000.00 aggregate including products and completed operations. If a retroactive date is used, it must pre-date the inception of the Agreement. If JCI or a subcontractors is using motor vehicles for transporting hazardous materials, the entity using the motor vehicles will provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, JCI hereby agrees to effectuate the naming of the Customer as an additional insured on JCI's insurance policies to the extent of JCI's negligence to the extent covered by JCI's insurance policies, with the exception of workers' compensation, Employers' Liability insurance, and N.Y. State disability insurance. Each policy naming the Customer as an additional insured must:

- be an insurance policy from an insurance company with an A.M. Best rating of not less than A-:X that is authorized to conduct business in New York State (a New York licensed insurer is preferred. The decision to accept insurers lies exclusively with the Customer); and
- state that JCI's coverage is primary and non-contributory coverage for the Customer, its Board, and employees with no responsibility by the Customer, its Board, employees, and teachers for the payment of premiums.

The Customer must be listed as an additional insured by using standard or other endorsements that extend coverage to the Customer for both on-going and completed operations. The decision to accept an alternative endorsement rests solely with the Customer. A completed copy of the endorsement(s) must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance will reference coverage that applies to this contract by number or description. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.

JCI shall be solely responsible for any applicable deductibles and self-insured retentions, to the extent not covered by the applicable policy.

The commercial general liability policy must be written on an occurrence basis and must include all major divisions of coverage and be on a comprehensive basis including, but not limited to: (1) blanket contractual liability JCI has assumed under contract (including indemnification obligations); (2) completed operations/products liability; (3) broad form property damage and loss of use; (4) explosion, collapse and underground ("XC&U" perils), where applicable; (5) premises; and (6) operations.

The Customer's and JCI's insurance policies will contain mutual waivers of subrogation, the Customer and JCI waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, consultants, officers, and employees for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under an insurance policy obtained by the Customer or JCI (but not including any deductible amount), except such rights as they have to proceeds of such insurance held by the Customer or JCI for the benefit of others. The insurance policies required pursuant to this Contract shall provide such waivers of subrogation by endorsement or otherwise. If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

JCI acknowledges that failure to obtain the foregoing insurance on behalf of the Customer constitutes a material breach of contract. JCI must provide the Customer with proof satisfactory to the Customer that the above requirements have been met, prior to the commencement of work or use of Customer facilities. The failure of the Customer to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the Customer.

JCI must require all subcontractors to carry similar insurance coverages and limits of liability as set forth herein and adjusted to the nature of each subcontractor's operations and submit same to the Customer for written approval prior to start of any work. Notwithstanding any other terms, conditions or provisions, JCI must require each subcontractor, pursuant to a written agreement, that the subcontractor effectuate the naming of the Customer as an additional insured on the subcontractor's insurance policies, with the exception of workers' compensation, Employers' Liability insurance, and N.Y. State disability insurance. Customer must be listed as an additional insured on any subcontractor policy by using standard or other endorsements that extend coverage to the Customer for both on-going and completed operations. The decision to accept an endorsement rests solely with the Customer. JCI must submit to Customer for Customer's approval a completed copy of the endorsement(s) and the certificates of insurance and the certificates must state that the endorsement is being used.

JCI shall furnish bonds covering faithful performance of this Agreement and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to Customer, licensed to do business in the state of New York. The amount of each bond shall be equal to 100 percent of the contract sum. Each bond shall be maintained throughout the duration of the work. JCI shall deliver the required bonds to Customer prior to beginning construction activity at the site, but no later than seven days after execution of the Agreement, on A.I.A. Document A311 or such other form, as Customer and JCI may agree. Performance Bond and Labor and Material Payment Bond.

JCI shall require any subcontractor(s) to meet all or substantially similar requirements set forth in this Section 16. JCI shall deliver to Customer appropriate certificates of insurance for each subcontractor prior to allowing such subcontractor access to the premises or the Work.

JCI acknowledges that its failure to obtain or keep current the insurance coverage required by this Section shall constitute a material breach of contract and subjects JCI to liability for damages, including but not limited to direct indirect, consequential, special and such other damages the Customer sustains as a result of such breach. In addition, JCI shall be responsible for the indemnification to the Customer of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

## 15. INDEMNIFICATION

JCI agrees to defend, indemnify and hold Customer, Architect/Engineer, and Customer's Construction Manager and their officers, agents and employees, harmless from and against any and all claims, liabilities, actions, judgments, losses, costs, damages or expenses (including reasonable attorneys' fees) suits, actions or damages ("Claims") arising by reason of bodily injury, death or damage to property to the extent caused by the negligence, misconduct or wrongful act of JCI, its officers, agents, subcontractors or employees. A condition precedent to this obligation shall be for Customer, Architect/Engineer and/or Construction Manager to promptly advise JCI of the claim pursuant to the notice provision of this Agreement. JCI shall not be obligated to indemnify Customer to the extent that any injury or damage is caused by the negligence or willful misconduct of Customer.

JCI shall indemnify and hold harmless the Customer, its employees, agents, and assigns against all Claims, as determined by court order, arising out of or related to any claims of patent infringement, and any claims of construction or materialman's lien made by any subcontractor or materialman, and any claims relating to the failure of JCI's subcontractors to maintain the insurance required pursuant to Section 15 of this Agreement.

All of the provisions of this section 16 shall survive expiration or sooner termination of this Agreement.

**16. LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, OR SIMILAR DAMAGES ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, OR THE M&V SERVICES, WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE. IF THIS AGREEMENT COVERS FIRE SAFETY OR SECURITY EQUIPMENT, CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THOSE SERVICES, AND THAT JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PREVENT A CASUALTY LOSS. THE FOREGOING WAIVERS AND LIMITATIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS FOR THIS AGREEMENT BETWEEN JCI AND CUSTOMER, AND EACH PARTY ACKNOWLEDGES THAT JCI WOULD NOT BE ABLE TO PROVIDE THE WORK AND SERVICES CONTEMPLATED BY THIS AGREEMENT ON AN ECONOMIC BASIS IN THE ABSENCE OF SUCH WAIVERS AND LIMITATIONS, AND WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT SUCH WAIVERS AND LIMITATIONS.

**17. REVIEW BY SED/APPROVAL OF CONTRACT.** JCI and the Customer acknowledge that this Agreement is subject to 8 NYCRR 155.20 and, as such, requires the approval of the Commissioner

of Education of the State of New York. This Agreement shall not be executory until Commissioner's approval is obtained. JCI will provide cash flow statements to Customer upon Customer's reasonable request. Upon receiving SED approval and Building Permits, JCI will recalculate the cash flow for this project with current energy costs and current interest rates and provide a cash flow statement to the Customer.

If a cash flow statement does not yield a positive cash flow for the Customer or in the event that building aid for this project is reduced and/or eliminated, the Customer, in its sole discretion, shall have the right to terminate the agreement or to reduce the scope of Work as necessary to achieve a positive cash flow for the Customer during the term of the agreement.

In addition, this Agreement shall not be executory until the Customer's attorneys' approval is obtained. Prior to SED approval, it shall be JCI's sole responsibility to validate each ECM with the Customer and gain the final approval of the savings outlined in Schedule 2. This process may include the providing of mock-ups and/or site visits as well as delivering additional presentations if necessary. Without final Customer approval of Schedule 2, this Agreement shall not be executory. Furthermore, this Agreement shall not be executory until the Customer approves the mock ups. If SED approval is not obtained within 180 calendar days of the date of the architect's submittal to SED, JCI reserves the right to propose modifying the terms of this Agreement, including but not limited to the cost to be financed under this Agreement, subject to Customer's approval in writing, which shall not be unreasonably withheld. JCI agrees to cooperate with the Customer in obtaining necessary approvals, including approval by the Commissioner of Education. This shall include providing the certifications pursuant to 155.20 (d) (7) (ii), (iii) and (iv) of the Regulations of the Commissioner of Education. Notwithstanding the above, should any portion of this Agreement fail to be approved by SED, or, if the Scope of Work contained in this Agreement is not approved by SED in its entirety, the Customer may, in its sole discretion, elect to terminate this Agreement. JCI shall have no remedy at law or in equity for such termination or for any costs incurred by JCI up to the date of termination.

According to the Regulations of the Commissioner of Education, Section 155.20(d), this Agreement shall not be executory until approval of the Commissioner is obtained in writing. The Customer's obligations within this Agreement are contingent upon and subject to prior review and written approval of SED, pursuant to the laws and regulations of the State of New York and are also contingent upon and subject to the Customer's securing of state aid at the current projected level and to the Customer's securing of financing, terms and conditions of financing and other means of payment acceptable to Customer in its sole discretion. In the event approval of said financing or other means of payment has not been secured by the Customer within 180 calendar days after SED approval, then this Agreement shall terminate with no further obligation of Customer to JCI or any other party, unless the parties agree to extend the Agreement in writing. If the estimated finance rates are more than 3.5% for a 15 year period between the execution of this Agreement and the SED approval, Customer may terminate this Agreement.

**18. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; fires; explosions or other casualties; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; or unavailability of parts, materials or supplies.

**19. JCI'S PROPERTY.** Except as set forth in Schedule 1 – Scope of Work regarding materials to be furnished or installed as part of the Work, all materials and tools used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test

equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed upon appointment during normal business hours. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

**20. TERMINATION.** Customer reserves the right to terminate this Agreement for any reason, or no reason whatsoever, upon thirty (30) calendar days written notice to JCI. In the event of such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the Customer must be completed by JCI, its employees, and/or agents within thirty (30) calendar days of the termination date. Customer shall pay to JCI all undisputed amounts due for Work satisfactorily completed up to the date of termination.

**21. WAGE AND HOURS PROVISIONS.** This is a public work contract covered by Article 8 of the Labor Law. Neither JCI's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, JCI and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Accordingly, JCI and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in section 220 et. seq. of the New York State Labor Law. JCI must submit the required certified payrolls with its requests for payment. The Customer will not make any payment to JCI unless the completed certified payrolls are submitted to the Customer.

**22. DISPUTES/GOVERNING LAW.** If a dispute arises under this Agreement, the parties will first attempt to resolve such dispute through good faith negotiation, but if unsuccessful, the parties may submit any dispute to the federal or State court in each case with venue in Suffolk County, New York.

**23.** The Agreement shall be governed by, enforced according to, subject to and construed in accordance with the laws of the State of New York without regard to conflict of law provisions thereof.  
**CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

**24. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

**25. INDEPENDENT CONTRACTOR.**

JCI is an independent contractor in all respects with regard to this Agreement. Nothing contained in this shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties. Nothing in this Agreement shall be construed as reserving to the Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of JCI on the Property.

The entire control or direction of such business and operations shall be in and shall remain in JCI, subject only to JCI's performance of its obligations under this Agreement. Neither JCI nor any person performing any duties or engaged in any work on the Property on behalf of JCI shall be deemed an employee or agent of Customer. Nothing in this Section shall be deemed to be a waiver of the Customer of the right to use its property. Customer and JCI are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

**26. COMPLIANCE WITH LAW.** JCI shall comply with and obtain, at its expense, all licenses and permits required by Federal, State and local laws, rules, regulations and ordinances in connection with the installation of the ECM's. To the extent that JCI agrees to perform operations and/or maintenance of specified ECM's or other equipment, it shall comply with and obtain, at its expense, all licenses and permits which may be required by Federal, State and local laws, rules, regulations and ordinances in connection with the operation and/or maintenance of such specified ECM's. In the event that JCI cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer will procure the same. JCI and Customer shall each comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.

Each and every provision of law required to be inserted in the Agreement shall be deemed to have been inserted herein. In particular, among other laws, regulations, and ordinances, to the extent applicable to the Work, JCI shall fully comply with:

a. Labor Law section 220(2) requiring that no laborer, worker or mechanic in the employ of a contractor, any subcontractor or other person doing or contracting to do all or part of the Work shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property;

b. Labor Law section 220(3) requiring that the wages to be paid and supplements to be provided to each laborer, worker, or mechanic may be no less than prevailing rate as promulgated by the Department of Labor. The filing of payrolls by JCI pursuant to Labor Law 220(3-a) is a condition precedent to payment; and

c. Labor Law section 220-e requiring that (i) in the hiring of employees for the performance of any work under this Agreement, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the Work to which the employment relates; and (ii) no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, color, disability, sex or national origin; and

d. Labor Law section 222-a requiring the installation, maintenance, and effective operation of appliances and methods that have been approved by the industrial board of appeals for elimination of harmful dust and stating that if the law is not complied with the Agreement shall be void.

- 27. NON-APPROPRIATION.** This Agreement shall be executory only to the extent of the monies appropriated and available for the purposes of this Agreement, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Agreement.
- 28. ASSIGNMENT.** The parties agree not to assign, transfer, convey or sublet or otherwise dispose of this Agreement nor any duties or obligations hereunder or rights, title and interest therein or power to execute such Agreement, to any other person, firm or corporation without the previous consent in writing of the other party; provided, however, that JCI may subcontract any portion of the Work to be performed hereunder. JCI may not assign any monies due or to become due to it pursuant to its Agreement with the Customer without the Customer's prior written consent. Any such assignment shall be in a form acceptable to the Customer. If JCI attempts to make such an assignment without such consent from the Customer, JCI shall nevertheless remain legally responsible for all obligations under its Agreement with the Customer.
- 29. WAIVER.** The failure of either Party to require compliance with any provision of this Agreement shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any other terms of this Agreement or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Agreement or any breach thereof.
- 30. NON-DISCRIMINATION.** JCI agrees not to discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable Federal, New York State or local laws, rules, and ordinances.
- 31.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Agreement exceeds \$5,000, JCI, as a material condition of the Agreement, represents that neither JCI nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If JCI, or any of the aforesaid affiliates of JCI, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. JCI shall so notify Customer within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
- 32. NON-COLLUSION.** JCI warrants, under penalty of perjury, that its proposal was arrived at independently and without collusion aimed at restricting competition.
- 33. SET OFF RIGHTS.** Customer shall have the right and option to withhold for the purposes of set-off any moneys due to JCI under this Agreement up to any amounts due and owing to Customer with regard to this Agreement, plus any amounts due and owing to Customer for any reasons of tax delinquencies, fee delinquencies or monetary penalties relative thereto. Customer shall exercise its

set-off rights in accordance with normal Customer practices including, in cases of set-off pursuant to an audit, the finalization of such Customer audit by a State agency and its representatives.

- 34. BOOKS; RECORDS.** JCI shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or as otherwise required by law. The State Comptroller, the Attorney General, the Commissioner of Education, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of JCI within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. JCI will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of SED, the New York State Department of Labor and Customer's policies and procedures in force during the term of this Agreement. JCI must provide the Customer with a copy of any reports, tests, evaluations or observations that are prepared in connection with the Agreement. The Customer will have the right to examine any or all records or accounts maintained by JCI in connection with this Agreement.
- 35. THIRD PARTY BENEFICIARIES.** This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
- 36. CUSTOMER POLICIES:** It is understood and agreed that JCI, its employees, agents, subcontractors and employees of such agents and subcontractors, shall adhere to the Customer's policies with respect to conduct on Customer property as well as any and all Federal, State, and local laws, rules, ordinances, regulations, Customer's policies and procedures applicable to construction projects on Customer's premises, to the extent such policies are provided to JCI in writing.
- 37. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
- 38. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
- 39. COMPLETE AGREEMENT/MODIFICATION.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for



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: BUFFSO - 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**

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

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**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**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Signature: James B. Cotton

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

Printed Name: James B. Cotton

Title: \_\_\_\_\_

Title: Regional GM

Date: \_\_\_\_\_

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**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCOPE OF WORK**

The Customer has engaged the services of a Construction Manager to oversee the energy performance project. All the Work must be coordinated with the Construction Manager and approved by the Architect/Engineer as set forth in the Agreement and attachments thereto.

1. JCI will prepare and maintain a Construction Schedule (Preliminary Construction Schedule is annexed hereto as Schedule 5) which shall be provided to the Construction Manager and the Architect/Engineer for their written approval. Written updates will be provided by JCI to the Construction Manager and Architect/Engineer, upon Customer's, Construction Manager or Architect/Engineer's request and on-going basis, and in no event less frequently than once each month.
2. JCI shall maintain a staff to administer the terms and conditions of this Agreement with all subcontractors.
3. Provide coordination of the Work of separate FIMs with the Customer's Construction Manager ensuring enforcement of all provisions of this Agreement, compliance with energy initiatives, and timely completion of the project. All the Work must be coordinated with the Construction Manager.
4. Establish and maintain coordination procedures with the Customer's Construction Manager, i.e. project meetings, documentation process, etc. Attend all project meetings as required by the Customer, Construction Manager and/or Architect/Engineer.
5. Submit site accessibility plan and schedule to the Construction Manager. All schedules must be approved in writing by the Construction Manager and Customer.
6. Perform all inspection work necessary to assure the conformity to the plans and specifications until final completion and acceptance of the project by the Customer.
7. Coordinate post-completion activities including the assembly of guarantee, manuals, as-built drawings of all trade and subcontractors, and the Customer's final acceptance. Coordinate training of the Customer's personnel by installers and vendors for the operations of the project.
8. The Customer has contracted with the Architect/Engineer for design work required for this Project. The design work must be submitted to SED for approval. Appendix 1, Scope of Architectural Services and Appendix 2, Scope of Construction Services delineates the terms and conditions of the architect/engineer and construction services to be provided.
9. Work will commence in accordance with Section 4 of the Agreement. During non-school days, the work hours are 7am to 4pm. During normal school days, work shall be performed between 4 pm and 12 am. [Note: JCI requires 8 hours to perform work. This can be 3pm - 11pm or 4pm - 12am.] All work must be performed in accordance with Section 6 of the Agreement.
10. JCI and its subcontractors will be required to wear photo identification at all times while on Customer's property.
11. JCI and its subcontractors shall attend Customer's meetings, Customer's upon request, during the construction of the project.

## Schedule 1

12. Construction phase services will be performed according to the terms and conditions of Appendix 1, Scope of Architectural Services and Appendix 2, Scope of Construction Services.
13. JCI shall perform weekly walk throughs with the Construction Manager for the purpose of inspecting the work installed to date.

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

# Schedule 1

## Scope of Work Summary:

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	
FIM 4	Boiler Controllers	X	X	X				X	X	X
FIM 5	Windows - Window Film	X	X	X	X	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		
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	7	7	8	7	8	8	7

FIM #	FIM	Laurel Park Elementary School	Loretta 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	
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			
FIM 4	Boiler Controllers	X	X	X	X	X	X	X	X	X	X
FIM 5	Windows - Window Film	X	X	X	X	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										
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	X
Total FIM Per Building		8	7	7	8	7	7	8	7	7	3

### FIM -1 Exterior Lighting

JCI shall retrofit exterior fixtures with new LED fixtures as per the line by line (attachment 4) at the following schools: 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, Laurel Park Elementary School, Loretta Park Elementary School, North Elementary School, Northeast Elementary School, Oak Park Elementary School, Pine Park Elementary School, Southeast Elementary School, Southwest Elementary School and Twin Park Elementary School.

### FIM 2-Weatherization:

JCI shall furnish and install weather-stripping on exterior doors and caulk around structural leakage in the areas identified in the following scope below:

#### Ross High School

- 22 Single Commercial Doors to be weather-stripped (10 previously weather-stripped)
- 4 Single Commercial Roof Access Doors to be weather-stripped (0 previously weather-stripped)
- 26 Double Commercial Doors to be weather-stripped (9 previously weather-stripped)
- 9 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (9 previously weather-stripped)
- 5 Overhead Doors to be weather-stripped, 184 linear feet
- 72 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 684 linear feet
- 567' Roof Wall Joint to be sealed from interior with access above drop tile ceiling

#### Sonderling High School

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

## Schedule 1

- 8 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 2 Single Commercial Doors to be weather-stripped (sweeps only) (2 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 6 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (6 previously weather-stripped)
- 25 Double Commercial Doors to be weather-stripped (10 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 36 linear feet
- 6' Roof Wall Joint to be sealed from interior with access above drop tile ceiling
- 142 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 1,368 linear feet

### Freshman Center

- 10 Single Commercial Doors to be weather-stripped (9 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 16 Double Commercial Doors to be weather-stripped (11 previously weather-stripped)
- 1 Over Head Door to be weather-stripped, 32 linear feet
- 41 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 364 linear feet
- 320' Roof Wall Joint to be sealed from interior with access above drop tile ceiling

### East Middle School

- 17 Single Commercial Doors to be weather-stripped (10 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 13 Double Commercial Doors to be weather-stripped (3 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 36 linear feet
- 34 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 284 linear feet
- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 76 linear feet

### North Middle School

- 20 Single Commercial Doors to be weather-stripped (10 previously weather-stripped)
- 12 Double Commercial Doors to be weather-stripped (12 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 34 linear feet
- 34 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 284 linear feet
- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 76 linear feet

### South Middle School

- 7 Single Commercial Doors to be weather-stripped (3 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 12 Single Commercial Door to be weather-stripped (sweeps only) (12 previously weather-stripped)
- 10 Double Commercial Doors to be weather-stripped (1 previously weather-stripped)
- 2 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (2 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 32 linear feet
- 34 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 284 linear feet

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

## Schedule 1

- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 76 linear feet

### West Middle School

- 8 Single Commercial Doors to be weather-stripped (3 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 14 Single Commercial Doors to be weather-stripped (sweeps only) (14 previously weather-stripped)
- 4 Double Commercial Doors to be weather-stripped (2 previously weather-stripped)
- 9 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (9 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 32 linear feet
- 68 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 580 linear feet
- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 76 linear feet

### East Kindergarten Center

- 5 Single Commercial Doors to be weather-stripped
- 1 Single Commercial Roof Access Door to be weather-stripped
- 10 Double Commercial Doors to be weather-stripped (2 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 30 linear feet
- 89 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 756 linear feet
- 445' Roof Wall Joint to be sealed from interior with access above drop tile ceiling
- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 12 linear feet

### Hemlock Park Elementary School

- 1 Single Commercial Door to be weather-stripped (sweep only) (1 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 4 Double Commercial Doors to be weather-stripped (4 previously weather-stripped)
- 5 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (5 previously weather-stripped)
- 37 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 332 linear feet
- 367' Roof Wall Joint to be sealed from interior with access above drop tile ceiling

### Laurel Park Elementary School

- 1 Single Commercial Door to be weather-stripped (sweep only) (1 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 5 Double Commercial Doors to be weather-stripped (5 previously weather-stripped)
- 5 Double Commercial Door to be weather-stripped (sweeps & astragals only) (5 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 30 linear feet
- 21 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 196 linear feet
- 132' Roof Wall Joint to be sealed from interior with access above drop tile ceiling

### Loretta Park Elementary School

- 5 Single Commercial Doors to be weather-stripped (sweeps only) (1 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 2 Double Commercial Doors to be weather-stripped (2 previously weather-stripped)

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



## Schedule 1

- 5 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (5 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 34 linear feet
- 24 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 216 linear feet
- 2 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 24 linear feet (warehouse)
- 1 Single Commercial Door to be weather-stripped (warehouse)
- 1 Overhead Door to be weather-stripped, 36 linear feet (warehouse)

### North Elementary School

- 7 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 3 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (3 previously weather-stripped)
- 11 Double Commercial Doors to be weather-stripped (2 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 32 linear feet
- 50 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 420 linear feet
- 288' Roof Wall Joint to be sealed from interior with access above drop tile ceiling

### Northeast Elementary School

- 2 Single Commercial Doors to be weather-stripped (sweeps only) (2 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 4 Double Commercial Doors to be weather-stripped (4 previously weather-stripped)
- 10 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (10 previously weather-stripped)
- 65 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 436 linear feet
- 390' Roof Wall Joint to be sealed from interior with access above drop tile ceiling
- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 20 linear feet

### Oak Park Elementary School

- 5 Single Commercial Doors to be weather-stripped (sweeps only) (5 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 3 Double Commercial Doors to be weather-stripped (3 previously weather-stripped)
- 7 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (7 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 30 linear feet
- 93 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 776 linear feet
- 4 Bulkheads to be sealed from interior with access above drop tile ceiling, 40 linear feet

### Pine Park Elementary School

- 4 Single Commercial Doors to be weather-stripped (4 previously weather-stripped)
- 1 Single Commercial Door to be weather-stripped (sweep only) (1 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 4 Double Commercial Doors to be weather-stripped (4 previously weather-stripped)

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

- 3 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (3 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 30 linear feet
- 29 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 236 linear feet
- 483' Roof Wall Joint to be sealed from interior with access above drop tile ceiling

**Southeast Elementary School**

- 2 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 11 Double Commercial Doors to be weather-stripped (2 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 30 linear feet
- 62 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 500 linear feet
- 2 Bulkheads to be sealed from interior with access above drop tile ceiling, 16 linear feet

**Southwest Elementary School**

- 7 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 6 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (6 previously weather-stripped)
- 15 Double Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 62 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 500 linear feet

**Twin Pines Elementary School**

- 1 Single Commercial Door to be weather-stripped (sweep only) (1 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped (0 previously weather-stripped)
- 5 Double Commercial Doors to be weather-stripped (5 previously weather-stripped)
- 6 Double Commercial Doors to be weather-stripped (sweeps & astragals only) (6 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 30 linear feet
- 62 Roof top Ventilators to be opened, perimeter sealed, dampers lubricated, 516 linear feet
- 1 Bulkhead to be sealed from interior with access above drop tile ceiling, 22 linear feet

**Administration Building**

- 8 Single Commercial Doors to be weather-stripped (1 previously weather-stripped)
- 1 Single Commercial Roof Access Door to be weather-stripped
- 7 Double Commercial Doors to be weather-stripped (1 previously weather-stripped)

**FIM 3- Pipe Insulation**

JCI shall furnish and install fiberglass insulation on existing piping at the following locations:

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Building	Type of Piping	Location	Pipe Material	Line Size (in.)	Length (ft.)
Ross High School	Hydronic	Boiler Room	Steel	16	3
Ross High School	Hydronic	Boiler Room	Steel	10	9
Ross High School	Hydronic	Boiler Room	Steel	8	2
Ross High School	Hydronic	Boiler Room	Steel	6	125
Ross High School	Hydronic	Boiler Room	Steel	4	65
Ross High School	Hydronic	Boiler Room	Steel	3	25
Ross High School	Hydronic	Boiler Room	Steel	6	90
Sonderling High School	Hydronic	Boiler Room	Steel	3	9
Sonderling High School	Hydronic	Boiler Room	Steel	5	20
North Middle School	Hydronic	Boiler Room	Steel	4	21
North Middle School	Hydronic	Boiler Room	Steel	4	21
North Middle School	Hydronic	Boiler Room	Steel	4	21
East Kindergarten Center	Hydronic	Boiler Room	Steel	10	3
East Kindergarten Center	Hydronic	Boiler Room	Steel	5	15
East Kindergarten Center	Hydronic	Boiler Room	Steel	4	27
East Kindergarten Center	Hydronic	Boiler Room	Steel	3	50
East Kindergarten Center	Hydronic	Boiler Room	Steel	2	24
East Kindergarten Center	Hydronic	Boiler Room	Steel	2	24
East Kindergarten Center	Hydronic	Boiler Room	Steel	10	2
Laurel Park Elementary School	Hydronic	Boiler Room	Steel	4	10
Laurel Park Elementary School	Hydronic	Boiler Room	Steel	4	10
Laurel Park Elementary School	Hydronic	Boiler Room	Steel	3	20
Laurel Park Elementary School	Hydronic	Boiler Room	Steel	8	3
Northeast Elementary School	Hydronic	Boiler Room	Steel	8	3
Northeast Elementary School	Hydronic	Boiler Room	Steel	5	36
Northeast Elementary School	Hydronic	Boiler Room	Steel	4	48
Northeast Elementary School	Hydronic	Boiler Room	Steel	4	9
Northeast Elementary School	Hydronic	Boiler Room	Steel	2	9
Southeast Elementary School	Hydronic	Boiler Room	Steel	4	10
Southeast Elementary School	Hydronic	Boiler Room	Steel	4	10
Southeast Elementary School	Hydronic	Boiler Room	Steel	8	3
Southeast Elementary School	Hydronic	Boiler Room	Steel	8	3
Southeast Elementary School	Hydronic	Boiler Room	Steel	4	45

**FIM 4 Boiler Controllers**

JCI shall furnish and install (45) forty-five Intellidyne Controllers as outlined below:

Location	Gas Rooftop Controls	Boiler Controls	DHW
Ross High School	6	1	2
Sonderling High School	1	3	0
Freshman Center	1	2	0
West Middle School	0	0	1
East Kindergarten Center	0	2	0

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**Schedule 1**

Hemlock Park Elementary School	0	3	0
Laurel Park Elementary School	0	2	0
Loretta Park Elementary School	0	2	0
North Elementary School	0	4	2
Northeast Elementary School	0	2	0
Oak Park Elementary School	0	2	0
Pine Park Elementary School	0	2	0
Southeast Elementary School	0	2	0
Southwest Elementary School	0	2	0
Twin Park Elementary School	0	1	0
Administration Building	0	2	0
<b>Total</b>	<b>8</b>	<b>32</b>	<b>5</b>

**FIM- 5 Window Film**

JCI shall furnish and install a Vista Low Emissivity series VE 50 SR CDF window film on the inside surfaces of the windows. The table below lists the square footage of windows that will have window film applied:

Bldg	North	South	East	West	Total Sqft
Ross High School	207	683	2,978	2,427	6,295
Sonderling High School	1,638	1,890	7,141	3,681	14,350
Freshman Center	872	929	1,493	2,411	5,705
East Middle School	1,549	1,421	3,046	2,873	8,889
North Middle School	1,370	1,500	2,761	3,026	8,657
South Middle School	2,792	3,759	677	898	8,126
West Middle School	1,390	937	2,058	2,263	6,648
East Kindergarten Center	1,052	882	1,790	2,080	5,804
Hemlock Park Elementary	270	148	1,794	1,883	4,095
Laurel Park Elementary	771	1,590	2,107	2,283	6,751
Loretta Park Elementary	741	1,191	1,869	1,679	5,480
North Elementary School	360	700	3,585	3,030	7,675
Northeast Elementary School	1,566	1,040	2,681	1,786	7,073
Oak Park Elementary School	1,561	1,393	1,934	1,989	6,877
Pine Park Elementary School	741	1,191	1,869	1,679	5,480
Southeast Elementary School	665	1,268	2,273	2,224	6,430
Southwest Elementary School	457	225	6,801	2,986	10,469
Twin Park Elementary School	361	758	1,853	2,553	5,525

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**FIM-6 Water Conservation:**

JCI shall furnish and install (809) Eight hundred nine flow restrictors and/or foot pedal valves as outlined below:

Building Name	Total Existing Fixtures	A1	F1	A2	F2	P1	P2	DW	NOSA	DONOT
Ross/Sonderling HS	217	64	0	3	4	22	6	0	66	52
Freshman Center	51	11	0	13	6	5	1	0	15	0
East Middle School	82	30	0	9	0	6	1	0	20	16
North Middle School	54	16	0	1	0	6	1	0	28	2
South Middle School	89	23	0	15	1	6	0	0	44	0
West Middle School	58	21	0	22	0	7	0	2	6	0
East Kindergarten Center	62	15	0	34	0	5	1	0	7	0
Hemlock Park ES	68	17	0	11	2	5	1	0	32	0
Laurel Park ES	58	15	0	9	0	6	1	0	27	0
Loretta Park ES	58	14	0	32	0	6	1	0	5	0
North ES	71	8	0	27	0	7	1	0	28	0
Northeast ES	84	10	0	38	0	7	1	0	28	0
Oak Park ES	76	4	0	43	0	6	2	0	21	0
Pine Park ES	60	14	0	35	2	8	1	0	0	0
Southeast ES	45	6	1	23	0	4	1	0	10	0
Southwest ES	88	15	0	38	0	5	1	0	29	0
Twin Park ES	66	5	0	11	0	7	1	0	42	0
<b>TOTALS</b>	<b>1287</b>	<b>288</b>	<b>1</b>	<b>364</b>	<b>15</b>	<b>118</b>	<b>21</b>	<b>2</b>	<b>408</b>	<b>70</b>
<b>Code</b>	<b>Upgrade Type</b>									
A1	Restroom Faucet - Installation of 0.5 GPM flow restrictor and repair or replace faucet as needed									
F1	Faucet - Replace Std & Single Spigot with Delay Close (push button) Faucet									
A2	General Purpose Faucet - Installation of 1.5 GPM flow restrictor and repair or replace faucet as needed									
F2	Double Spigot Faucet - Replace Double Spigot with 2 Delay Close (push button) Faucets									
P1	Sinks - Installation of Pedal Valve on Sink									
P2	Sinks - Installation of Pedal Valve on Sink + 1.5 GPM flow restrictor									
DW1	Install Rinse Jets and pressure gauge/regulation on final rinse cycle									
NOSAV	No Savings to be gained by doing a retrofit - already low									

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

DONOT	flow or low usage Do Not Retrofit (no retrofit available or inadequate information for retrofit or bad payback)
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**FIM-7 Photovoltaic**

JCI shall furnish and install Photovoltaic Systems at the Ross/Sonderling High School and the 4 Middle Schools as shown in the table below:

Building	PV size (kWdc)
Ross/Sonderling High School	198.30
East Middle School	288.00
North Middle School	312.60
South Middle School	267.30
West Middle School	292.50
Totals	1358.70

The installation on the above referenced project as complete turnkey system and shall include:  
The PV systems shall be roof-mounted self-ballasted manufactured by Genmount or Uni-rac, with string inverters, manufactured by Solectria with Solectria data Monitoring and Solar World and/or Hyundai PV modules. Interconnection shall be done as a line side tap. All electric shall meet NEC 2014 requirements.

**FIM 8 – Interior LED upgrade**

JCI shall relamp the existing fluorescent lighting with LED tubes at the following schools: 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, Laurel Park Elementary School, Loretta Park Elementary School, North Elementary School, Northeast Elementary School, Oak Park Elementary School, Pine Park Elementary School, Southeast Elementary School, Southwest Elementary School and Twin Park Elementary School.

Work shall be done in areas listed in the lighting line x line (attachment 4).

JCI shall replace ceilings project in 2nd Floor Classrooms only at North Middle School (12 classrooms), East Middle School (24 classrooms), South Middle School (22 classrooms), and West Middle School (22 classrooms). Additionally the Freshman Center hallways, classrooms, locker rooms and offices with old tin/spline ceilings shall be replaced. The new ceilings shall be in 24" x 24" configuration. All tiles to be trim edge (square), Ceiling tile to be Certainteed Corp. model #157 with Chicago Metallic 15/16" grid, modify any ductwork as required and install new 2x2 lay-in type.

Refer to Attachment 5 for areas identified for ceiling replacement on building layouts.

**FIM 9 – Plug Load Controllers**

JCI shall furnish and install wireless plug load controllers on 821 devices in the following buildings.

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Schedule 1

Building	Copy Machines	Printers	Smart Boards / Projectors	Window AC's	Water Fountain
Ross High School	3	14	41	40	3
Sonderling High School	4	17	48	11	2
Freshmen Center	2	10	21	14	1
East Middle School	4	10	28	14	1
North Middle School	3	9	26	14	1
South Middle School	3	9	25	19	1
West Middle School	4	10	29	12	1
East Kindergarten Center	2	4	12	7	1
Hemlock Elementary School	2	4	12	6	0
Laurel Park Elementary School	2	4	11	17	0
Loretta Park Elementary School	2	4	12	6	0
North Elementary School	1	6	18	19	1
Northeast Elementary School	1	4	12	5	0
Oak Elementary School	1	5	14	5	1
Pine Park Elementary School	1	4	12	10	0
Southeast Elementary School	1	4	12	2	0
Southwest Elementary School	1	5	16	12	1
Twin Park Elementary School	2	4	13	10	1
Administration Building	1	3	8	43	0
<b>Total</b>	<b>40</b>	<b>130</b>	<b>370</b>	<b>266</b>	<b>15</b>

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**ASSURED PERFORMANCE GUARANTEE**

**I. PROJECT BENEFITS**

**A. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Guarantee Period** is eighteen (18) years or the useful life of the equipment being installed, whichever is less.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

**Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



**Schedule 2**

**Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

- 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 **\$ 17,771,258** 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 **\$18,551,106**, 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
Implem.			\$250,000	\$250,000
1	\$758,987	\$29,436		\$788,423
2	\$781,757	\$29,436		\$811,193
3	\$805,210	\$29,436		\$834,646
4	\$829,366	\$29,436		\$858,802
5	\$854,247	\$29,436		\$883,683
6	\$879,874	\$29,436		\$909,310
7	\$906,270	\$29,436		\$935,706
8	\$933,459	\$29,436		\$962,895
9	\$961,462	\$29,436		\$990,898
10	\$990,306	\$29,436		\$1,019,742
11	\$1,020,015	\$29,436		\$1,049,451
12	\$1,050,616	\$29,436		\$1,080,052
13	\$1,082,134	\$29,436		\$1,111,570
14	\$1,114,598	\$29,436		\$1,144,034
15	\$1,148,036	\$29,436		\$1,177,472
16	\$1,182,477	\$29,436		\$1,211,913
17	\$1,217,952	\$29,436		\$1,247,388
18	\$1,254,490	\$29,436		\$1,283,926
<b>Totals</b>	<b>\$17,771,258</b>	<b>\$529,848</b>	<b>\$250,000</b>	<b>\$18,551,106</b>

\*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated

## Schedule 2

increases in unit energy costs as set forth in the table in Section IV below.

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

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

JCI shall provide M&V Services starting on the first day of the month next following the Substantial Completion date for a one-year period renewable annually during the term of this Agreement. M&V Services will renew automatically each year for three years unless Customer terminates the M&V Services by providing JCI with written notice of its intent to terminate M&V Services at least thirty (30) calendar days before the end of the M&V Services year. Within sixty (60) calendar days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same in writing. Any Project Benefits achieved during the Installation Period shall inure to the benefit of the Customer and shall not be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) calendar days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. If JCI fails to timely calculate and advise the Customer of the Measured Project Benefits and Non-Measured Project Benefits within ninety (90) calendar days of such anniversary, and after Customer gives JCI written notice of such failure to calculate and advise, JCI shall have thirty (30) calendar days to perform such calculations and advise the Customer. If JCI fails to do so then following the expiration of such thirty (30) day period the Customer may perform these obligations at JCI's cost and expense.

As set forth in the Certification provided by JCI to SED, JCI guarantees recovery of costs of the Agreement from energy savings realized by the Customer during a period of 18 years, or the useful life of the equipment being installed, whichever is less. If at the end of the Guarantee Period, Customer has not recovered its costs from energy savings, JCI's liability under this guarantee will be the amount equal to the difference in the cost of this Agreement to Customer less the actual energy savings realized by the Customer.

***Customer acknowledges and agrees that if, for any reason during the agreed-upon period of M&V Services, it (i) cancels or terminates receipt of M&V Services, or (ii) cancels or terminates this Agreement, it shall be assumed (in accordance with Option A of the North American Energy Measurement and Verification Protocol (NEMVP), and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.***

***Customer further acknowledges and agrees that if, for any reason, it (i) fails to pay for M&V Services in accordance with Schedule 4 – Price and Payment Terms, (ii) fails to materially fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, including but not limited to Customer's failure to operate and maintain the equipment and/or systems substantially as stipulated by JCI, or (iii) otherwise materially breaches this Agreement, JCI shall issue a written notice to the Customer stating the nature of the alleged breach and shall provide Customer with a thirty (30) business day period to cure such breach. If the Customer fails to cure such breach within such thirty (30) business day period or such greater time as is***

***commercially reasonable in the event such breach cannot be cured within such thirty (30) business day period, Customer acknowledges and agrees that the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.*** [Note: See March 4, 2010 memorandum from NYSED re: if Customer fails to maintain equipment exactly as directed, guarantee is not valid.]

**C. Project Benefits Shortfalls or Surpluses.**

- (a) If the Annual Project Benefits are met in each year during the period that M&V Services are provided, it shall be assumed (in accordance with Option A of the NEMVP, and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.
- (b) If there is an Annual Project Benefits Shortfall in any one year during the period that M&V Services are provided and such Shortfall is the result of the equipment not operating in accordance with specified criteria, then, subject to the Customer's agreement, either: (a) the M&V Services will be renewed for a minimum of one (1) year, subject to Schedule 4 – Price and Payment Terms, until the cause of the Shortfall is resolved; or (b) Customer shall allow JCI access to the property to conduct repairs or make adjustments to the equipment as necessary to resolve the cause of the Shortfall. Once the cause of the Shortfall is resolved, it shall be assumed (based upon the equipment continuing to operate in accordance with the specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period. If the Shortfall continues to exist notwithstanding the equipment operating in accordance with the specified criteria, JCI shall pay the amount of the Shortfall to Customer for the remainder of the Guarantee Period.
- (c) If there is an Annual Project Benefits Shortfall at the end of the period during which M&V Services are provided and such Shortfall is not the result of the equipment not operating in accordance with specified criteria, then JCI shall pay the amount of the Shortfall to Customer for the remainder of the Guarantee Period.
- (d) If an Annual Project Benefits Surplus occurs for any one (1) year of the Guarantee Term, the surplus, in its entirety, shall accrue to the benefit of the Customer and shall not be applied to any shortfall during any year of the Guarantee Term.

**II. NON-MEASURED PROJECT BENEFITS**

**Operations & Maintenance Cost Avoidance**

It is mutually agreed that the following annual operation & maintenance savings will occur with the implementation of this Performance Contracting Project.

Lighting O&M Savings: \$29,436

Total - **\$29,436**

**Energy Rebate Incentive  
Non-Recurring Savings**

**PSEG Rebate**

Lighting Rebate: **\$250,000.**

JCI will submit for PSEG Long Island Commercial Efficiency Program.

All rebates obtained are for the benefit of the Customer. JCI shall not claim any rebates procured for Customer in the guarantee reconciliation documents.

*Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.*

**III. MEASUREMENT AND VERIFICATION METHODOLOGIES**

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP) and/or the North American Energy Measurement and Verification Protocol (NEMVP), in connection with the provision of M&V Services hereunder.

**Option A**

**Partially Measured Retrofit Isolation**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the projected values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Architect/Engineering calculations using short-term pre and post-retrofit measurements and projections are used to calculate Measured Project Benefits for the duration of the Guarantee Term. All measures set forth herein are subject to the review and approval of SED.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

**Table 2.2.1: Option A Measures**

<b>FIM #</b>	<b>Facility Improvement Measure</b>	<b>M&amp;V Option</b>
FIM 1	Lighting Retrofit-Exterior Lighting	A
FIM 2	Building Envelope Improvements-Weatherization	A
FIM 3	Heating Distribution System-Pipe and Valve Insulation	A
FIM 4	Boiler/DHW Heater – Burner Controllers	A
FIM 5	Windows-Window Film	A
FIM 6	Water Conservation	A
FIM 7	Renewable Energy-Solar Photovoltaic	A
FIM 8	Lighting Retrofit-Interior LED Lighting	A
FIM 9	Plug Load Controllers	A

**FIM 1: Lighting Retrofit – Exterior Lighting**

**M&V Option:** NEMVP-A (One Time)

**Measurement Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the light fixtures subject to the lighting retrofit project.

**Verification Period & Frequency:** One time during post-retrofit year in Customer's presence.

***Pre-Installation Activities:***

Pre-retrofit lighting kw will be analyzed and listed in the lighting line by line by location and fixture type. The kw data from the line by line will be used for pre-retrofit savings calculation. Pre-kw will be sampled and measured to validate the line by line. Light level will be quality checked. Lighting hours provided by the customer will be used.

***Post-Installation Activities:***

Post-kw measurements will be sampled and measured once after retrofit and will be used for rest of the guarantee term. Light level will be quality checked. Inspection results and JCI warranty commitments will be communicated to the customer to maximize warranty benefits. Lighting hours provided by the customer will be used. Warranty claim procedure will be the responsibility of the customer.

**Formulas and values in the DEA will be used to calculate the savings**

**FIM 2: Building Envelope Improvements – Weatherization**

**M&V Option:** NEMVP-A

**Verification Equipment:** Thermal gun (or infrared camera) and measuring tape

**Verification Frequency & Period:** One time during both pre-retrofit period and post-retrofit period

**Sampling Procedure:**

Only the categories that account for greater than 10% of the total installed categories will be verified. Similar categories from all buildings will be treated as a single group.

**Pre-Retrofit Activities:**

A thermal gun or an infrared camera will be used to capture the thermo graphic image of pre-retrofit thermal leaks.

**Post-Retrofit Activities:**

Accuracy of the as-built will be verified (sampling will be conducted as detailed in the sampling procedure). A digital camera will be used to document the post-retrofit conditions. A thermal gun or an infrared camera will be used to verify proper operation.

**FIM 3: Heating Distribution System - Pipe and Valve Insulation**

## Schedule 2

**M&V Option:** NEMVP-A (One Time)

**Measurement Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this Pipe and Valve Insulation project.

**Verification Equipment:** Thermal gun (or infrared camera) and measuring tape

**Verification Frequency & Period:** One time during both pre-retrofit period and post-retrofit period

**Pre-Installation Activities:**

A thermal gun will be used to measure surface temperatures or an infrared camera will be used to capture the thermo graphic image of pre-retrofit thermal leaks.

**Post- Installation Activities:**

Accuracy of the as-built will be verified (sampling will be conducted as detailed in the sampling procedure). A digital camera will be used to document the post-retrofit conditions. A thermal gun or an infrared camera will be used to verify proper operation (sampling will be conducted as detailed in the sampling procedure).

**Formulas and values in the DEA will be used to calculate the savings**

### **FIM 4: Boilers/DHW Heaters - Burner Controllers**

**M&V Option:** NEMVP-A (One Time)

**Verification Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this boiler burner controller project.

**Verification Period & Frequency:** One-time the first post-retrofit year.

**Pre-Installation Activities:**

Verify that the boilers do not have any burner controllers installed on them.

**Post- Installation Activities:**

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed boiler controllers to see if they meet the specifications of this Agreement in terms of quantity, quality and rating. Verify if they perform in accordance with functional tests and provide commissioning report for each unit

**Formulas and values in the DEA will be used to calculate the savings**

### **FIM 5 – Windows-Window Film**

**M&V Option:** NEMVP-A (One Time)

**Verification Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this measure.

**Interaction:** None.

**Verification Equipment:** Infrared camera, thermal gun and measuring tape

**Verification Period & Frequency:** One time during post-retrofit year in Customer's presence and under design conditions.

**Verification Details:**

**Post-Verification Procedure:**

A digital camera will primarily be used to document the post-retrofit conditions. A thermal gun will be used to measure surface temperatures.

**Formulas in the DEA will be used to calculate the savings**

**FIM 6: Water Conservation**

**M&V Option:** NEMVP-A (One-Time)

**Verification Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this water conservation project.

**Interaction:** None.

**Verification Method:** Visual inspection of equipment operation. Measure water flow rate reduction.

**Verification Period & Frequency:** One time post-retrofit year.

**Verification Details:**

**Pre- Verification Procedure:**

A digital camera will primarily be used to document the pre- existing conditions. Before the aerators are fitted, the water flow at full open will be measured using a measuring cup and a stop watch.

**Post- Verification Procedure:**

A digital camera will primarily be used to document the post- existing conditions. After the aerators are fitted, the water flow at full open will be measured using a measuring cup and a stop watch.

**FIM 7 Renewable Energy- Solar Photovoltaic**

**M&V Option:** NEMVP-A (One-time measurement)

**Verification Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this photovoltaic electric generation project.

**Interaction:** Electrical System



**Measurement Variable:** Peak KW on a design day

**Measuring Equipment:** Inverter digital reader

**Measuring Equipment Calibration:** Equipment will be quality checked and calibrated at the time of installation.

**Measurement Period:** instantaneous.

The PKW measurement from the first year will be used for all subsequent guarantee years. The Effective Full Load Hours (EFLH) is from published weather data from (NREL) and is stipulated to be used in the calculation as given in the DEA .The output must achieve the rated output as specified by the manufacturer.

### **FIM 8: Lighting-Retrofit- Interior LED Lighting**

**M&V Option:** NEMVP-A (One Time)

**Measurement Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the light fixtures subject to the lighting retrofit project.

**Verification Period & Frequency:** One time during post-retrofit year in Customer's presence.

#### ***Pre-Installation Activities:***

Pre-retrofit lighting kw will be analyzed and listed in the lighting line by line by location and fixture type. The kw data from the line by line will be used for pre-retrofit savings calculation. Pre-kw will be sampled and measured to validate the line by line. Light level will be quality checked. Lighting hours provided by the customer will be used.

#### ***Post-Installation Activities:***

Post-kw measurements will be sampled and measured once after retrofit and will be used for rest of the guarantee term. Light level will be quality checked. Inspection results and JCI warranty commitments will be communicated to the customer to maximize warranty benefits. Lighting hours provided by the customer will be used. Warranty claim procedure will be the responsibility of the customer.

**Formulas and values in the DEA will be used to calculate the savings**

### **FIM 9: Plug Load management - BERT**

**M&V Option:** NEMVP-A (One-Time)

**Verification Boundary:** Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to the plug load Management project.

**Measured Key Parameter:** Operating Schedule

**Measuring Equipment:** M&V BERT Kit

## Schedule 2

**Verification Period & Frequency:** One time Two weeks prior to installation and one time two weeks after installation

**Pre-Installation Activities:** M&V BERT Kit will be installed on 10% of the equipment that will be controlled for a period of two weeks to establish the baseline operating schedule.

**Post-Installation Activities:** A digital camera will be used to document the post-retrofit conditions. Inspect and verify the BERT installation to see if they meet the specifications of this Agreement in terms of quantity, quality and rating. Once the BERT plugs are installed, schedules are established and operational.

**Formulas and assumptions in the DEA will be used to calculate the savings**

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE  
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) business days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement (collectively referred to in this Schedule 2 as a "Change in Use or Condition").

A Change in Use or Condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) material changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) material changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Upon receipt of such notice, or if JCI independently learns of a Change in Use or Condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such Change in Use or Condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to provide JCI with notice of a Change in Use or Condition within fourteen (14) business days, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be subject to the approval of the Customer which approval will not be unreasonably withheld.

**IV. BASELINE CALCULATIONS AND UTILITY RATES**

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%). The Base Utility Cost for each type of utility represents the 12 months average utility costs from January 2009 through December 2009.

S.No	Building/Location Name	Sq-ft	Avg (kW)	Blended \$/kWh	Unblended \$/kWh	Gas \$/Therm	Oil \$/Gallon
1	Ross HS	216,000	242	\$0.17	\$0.15	\$0.96	\$1.53
2	Sonderling HS	267,000	587	\$0.17	\$0.14	\$0.89	\$1.59
3	Freshman Center	117,000	228	\$0.18	\$0.15	\$1.67	\$1.60
4	East MS	152,000	210	\$0.18	\$0.14	\$1.01	-
5	North MS	142,000	168	\$0.18	\$0.15	\$1.01	\$1.61
6	South MS	140,000	224	\$0.18	\$0.15	\$1.00	-
7	West MS	154,000	170	\$0.17	\$0.15	\$1.04	\$1.83
8	East ES	67,000	90	\$0.18	\$0.15	\$1.46	\$1.71
9	Hemlock	65,000	124	\$0.18	\$0.15	\$2.12	\$1.56
10	Laurel Park ES	60,000	116	\$0.18	\$0.15	-	\$1.75
11	Loretta Park ES	61,000	103	\$0.18	\$0.15	\$1.96	\$1.70
12	North ES	98,000	177	\$0.20	\$0.15	-	\$1.69
13	Northeast ES	64,000	160	\$0.18	\$0.15	\$1.84	\$1.58
14	Oak Park ES	77,000	142	\$0.18	\$0.15	\$1.14	-
15	Pine Park ES	64,000	104	\$0.19	\$0.16	\$1.86	\$1.59
16	Southeast ES	64,000	126	\$0.18	\$0.15	\$1.75	\$1.70
17	Southwest ES	84,000	172	\$0.17	\$0.15	\$1.12	\$1.52
18	Twin Pines ES	69,000	138	\$0.18	\$0.15	\$1.86	\$1.51
19	Dist Admin	47,000	168	\$0.17	\$0.15	-	\$1.54
	<b>Totals</b>	<b>2,008,000</b>					

**Utility Baseline & Project Benefits**  
 {Mutually agreed upon parameters}

**PERFORMANCE MEASUREMENT:**

JCI will determine the Blended Electrical Energy Rate (BER) according to the following formula:

**FORMULA 1**

$BER = \frac{\sum TKC_{1-12}}{\sum kWh_{1-12}}$	
Where:	
BER:	Electrical Energy Rate (Dollars per kWh)
$\sum TKC_{1-12}$ :	Sum Total of Monthly kWh Costs (Dollars) including Fuel Adjustment Cost and other related Energy Charges for Months 1 Through 12
$\sum kWh_{1-12}$ :	Sum Total of Monthly Electricity Use (kWh) for Months 1 Through 12

JCI will then determine the Electrical Energy Rate (EER) according to the following formula:

**FORMULA 2**

**Schedule 2**

$$EER = \Sigma TKC_{1-12} \div \Sigma kW_{1-12}$$

Where:

- EER: Electrical Energy Rate (Dollars per kWh without Demand)  
 $\Sigma TKC_{1-12}$ : Sum Total of Monthly kWh Costs (Dollars) not including Demand Charge for Months 1 Through 12  
 $\Sigma kW_{1-12}$ : Sum Total of Monthly Electricity Use (kWh) for Months 1 Through 12

JCI will determine the Average Oil Rate (AOR) based on the following formula:

**FORMULA 3**

$$AOR = \Sigma TOC_{1-12} \div \Sigma TOU_{1-12}$$

Where:

- AOR: Annual Average Fuel Oil Rate (\$/Gal)  
 $\Sigma TOC_{1-12}$ : Sum of Monthly Oil Costs for months 1 Through 12 (\$)  
 $\Sigma TOU_{1-12}$ : Sum of Monthly Oil Use for Months 1 Through 12 (Gal)

JCI will determine the Natural Gas Rate (NGR) based on the following formula:

**FORMULA 4**

$$NGR = \Sigma TGC_{1-12} \div \Sigma TGU_{1-12}$$

Where:

- NGR: Natural Gas Rate (Dollars per Therm)  
 $\Sigma TGC_{1-12}$ : Sum Total of Monthly Gas Costs (Dollars) for Months 1 through 12  
 $\Sigma TGU_{1-12}$ : Sum Total of Monthly Gas Use (Therms) for Months 1 through 12

JCI determines the Off Peak Electrical Demand Rate (OPEDR) according to the following formulas:

**FORMULA 5**

$$OPEDR = \Sigma TKC_{1-8} \div \Sigma kW_{1-8}$$

Where:

- OPEDR<sup>1</sup>: Off Peak Electrical Demand Rate (Dollars per kW)  
 $\Sigma TKC_{1-8}$ : Sum Total of Monthly kW Costs (Dollars) for Months 1 Through 8  
 $\Sigma kW_{1-8}$ : Sum Total of Monthly Electricity Demand (kW) for Months 1 Through 8

JCI determines the Peak Electrical Demand Rate (PEDR) according to the following formulas:

**FORMULA 6**

## Schedule 2

$$\text{PEDR} = \Sigma\text{TKC}_{1.5} \div \Sigma\text{kW}_{1.5}$$

Where:

PEDR<sup>1</sup>: Peak Electrical Demand Rate (Dollars per kW)

$\Sigma\text{TKC}_{1.5}$ : Sum Total of Monthly kW Costs (Dollars) for 1.5 Months

$\Sigma\text{kW}_{1.5}$ : Sum Total of Monthly Electricity Demand (kW) for 1.5 Months

**V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT**  
**Pre-Retrofit – Ross High School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	6AM	11PM	OFF	OFF
Sunday	6AM	11PM	OFF	OFF
Holidays	6AM	11PM	6AM	8PM

Occupied Room Temperature During Heating Season: 75 degrees F

Unoccupied Low Temperature Limit During Heating Season: 74 degrees F

Heating season is September 15 to April 30.

Occupied Room Temperature During Cooling Season: 68 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – Ross High School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	6AM	11PM	OFF	OFF

**Schedule 2**

Sunday	6AM	11PM	OFF	OFF
Holidays	6AM	11PM	6AM	8PM

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: \_\_\_\_55 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 72 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Sonderling High School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	24 Hours	24 Hours	6AM	11PM
Tuesday	24 Hours	24 Hours	6AM	11PM
Wednesday	24 Hours	24 Hours	6AM	11PM
Thursday	24 Hours	24 Hours	6AM	11PM
Friday	24 Hours	24 Hours	6AM	11PM
Saturday	24 Hours	24 Hours	OFF	OFF
Sunday	24 Hours	24 Hours	OFF	OFF
Holidays	24 Hours	24 Hours	6AM	11PM

Occupied Room Temperature During Heating Season: 73 degrees F

Unoccupied Low Temperature Limit During Heating Season: 72 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 68 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – Sonderling High School**



**Schedule 2**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	24 Hours	24 Hours	6AM	11PM
Tuesday	24 Hours	24 Hours	6AM	11PM
Wednesday	24 Hours	24 Hours	6AM	11PM
Thursday	24 Hours	24 Hours	6AM	11PM
Friday	24 Hours	24 Hours	6AM	11PM
Saturday	24 Hours	24 Hours	OFF	OFF
Sunday	24 Hours	24 Hours	OFF	OFF
Holidays	24 Hours	24 Hours	6AM	11PM

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 72 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Freshman Center**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	6AM	11PM	OFF	OFF
Sunday	6AM	11PM	OFF	OFF

**Schedule 2**

Holidays	6AM	11PM	OFF	OFF
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Occupied Room Temperature During Heating Season: 69 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 68 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 68 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Freshman Center**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 72 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – East Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM

**Schedule 2**

Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	6AM	11PM	OFF	OFF
Sunday	6AM	11PM	OFF	OFF
Holidays	6AM	11PM	OFF	OFF

Occupied Room Temperature During Heating Season: 75 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 75 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 68 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – East Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8 PM
Tuesday	6AM	11PM	6AM	8 PM
Wednesday	6AM	11PM	6AM	8 PM
Thursday	6AM	11PM	6AM	8 PM
Friday	6AM	11PM	6AM	8 PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

**Schedule 2**

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 72 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – North Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 74 degrees F

Unoccupied Low Temperature Limit During Heating Season: 73 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 68 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – North Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8 PM
Tuesday	6AM	11PM	6AM	8 PM
Wednesday	6AM	11PM	6AM	8 PM
Thursday	6AM	11PM	6AM	8 PM

**Schedule 2**

Friday	6AM	11PM	6AM	8 PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 72 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14.  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – South Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	6AM	11PM	OFF	OFF
Sunday	6AM	11PM	OFF	OFF
Holidays	6AM	11PM	OFF	OFF

Occupied Room Temperature During Heating Season: 69 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 68 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 68 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – South Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8 PM
Tuesday	6AM	11PM	6AM	8 PM
Wednesday	6AM	11PM	6AM	8 PM
Thursday	6AM	11PM	6AM	8 PM
Friday	6AM	11PM	6AM	8 PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 72 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods

**Pre-Retrofit – West Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8PM
Tuesday	6AM	11PM	6AM	8PM
Wednesday	6AM	11PM	6AM	8PM
Thursday	6AM	11PM	6AM	8PM
Friday	6AM	11PM	6AM	8PM
Saturday	6AM	11PM	OFF	OFF

**Schedule 2**

Sunday	6AM	11PM	OFF	OFF
Holidays	6AM	11PM	OFF	OFF

Occupied Room Temperature During Heating Season: 75 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 72 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 68 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – West Middle School**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	11PM	6AM	8 PM
Tuesday	6AM	11PM	6AM	8 PM
Wednesday	6AM	11PM	6AM	8 PM
Thursday	6AM	11PM	6AM	8 PM
Friday	6AM	11PM	6AM	8 PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 72 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods

**Pre-Retrofit – East Kindergarten**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied

**Schedule 2**

Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 69 degrees F

Unoccupied Low Temperature Limit During Heating Season: 69 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 68 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – East Kindergarten**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF



**Schedule 2**

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 72 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods

**Pre-Retrofit – Hemlock Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 69 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 69 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Hemlock Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM

**Schedule 2**

Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Laurel Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 72 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 72 degrees F

**Schedule 2**

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 70 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – Laurel Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 70 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Loretta Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM

**Schedule 2**

Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 70 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 69 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Loretta Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Schedule 2**

**Pre-Retrofit – North ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 70 degrees F

Unoccupied Low Temperature Limit During Heating Season: 68 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 70 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – North ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF

**Schedule 2**

Holidays	OFF	OFF	OFF	OFF
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Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Northeast ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 73 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 73 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit - Northeast ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM

**Schedule 2**

Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 70 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Oak Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 72 degrees F

**Schedule 2**

Unoccupied Low Temperature Limit During Heating Season: 71 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Oak Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Pine Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM



**Schedule 2**

Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 76 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 76 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 68 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Pine Park ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F

**Schedule 2**

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Southeast ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 67 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 68 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

**Post-Retrofit – Southeast ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM

**Schedule 2**

Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Southwest ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF
Holidays	7AM	11 PM	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 68 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Southwest ES**

	Lighting	HVAC
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**Schedule 2**

	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 70 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Twin Pines ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	7AM	11 PM	OFF	OFF
Sunday	7AM	11 PM	OFF	OFF

**Schedule 2**

Holidays	7AM	11 PM	OFF	OFF
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Occupied Room Temperature During Heating Season: 65 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 64 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14

**Post-Retrofit – Twin Pines ES**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	7AM	11 PM	6AM	6PM
Tuesday	7AM	11 PM	6AM	6PM
Wednesday	7AM	11 PM	6AM	6PM
Thursday	7AM	11 PM	6AM	6PM
Friday	7AM	11 PM	6AM	6PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 55 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May 1 to September 14  
 Lighting Controls will turn off lights during unoccupied periods.

**Pre-Retrofit – Administration Building higher than 80d - 7 days a week, 24 hrs per day**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	8PM	6AM	8PM

**Schedule 2**

Tuesday	6AM	8PM	6AM	8PM
Wednesday	6AM	8PM	6AM	8PM
Thursday	6AM	8PM	6AM	8PM
Friday	6AM	8PM	6AM	8PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

Occupied Room Temperature During Heating Season: 71 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 70 degrees F  
 Heating season is September 15 to April 30  
 Occupied Room Temperature During Cooling Season: 70 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F  
 Cooling season is May to August

**Post-Retrofit – Administration Building**

	Lighting		HVAC	
	Time On	Time Off	Occupied	Unoccupied
Monday	6AM	4PM	6AM	8PM
Tuesday	6AM	4PM	6AM	8PM
Wednesday	6AM	4PM	6AM	8PM
Thursday	6AM	4PM	6AM	8PM
Friday	6AM	4PM	6AM	8PM
Saturday	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF
Holidays	OFF	OFF	OFF	OFF

During unoccupied hours, HVAC equipment will operate on night schedule  
 Occupied Room Temperature During Heating Season: 68 degrees F

## Schedule 2

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Heating season is September 15 to April 30

Occupied Room Temperature During Cooling Season: 70 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May 1 to September 14

## VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Engineer will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within sixty (60) calendar days of the commencement of the Guarantee Term.
2. Within sixty (60) calendar days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, a JCI Performance Engineer will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Engineer will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:
  - A. conduct pre and post installation measurements required under this Agreement;
  - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).
5. For specified Improvement Measures utilizing an "Option B" M&V protocol, JCI will:
  - A. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and
  - B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.



**CUSTOMER RESPONSIBILITIES**

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services; [This must occur during non-school hours and two (2) day business day written notice must be submitted by JCI to the Construction Manager for approval]
3. Providing timely reviews [maximum of 30 business days] and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
  - a. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
  - b. a legal description of the project site;
  - c. as-built and record drawings of any existing structures at the project site; and
  - d. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain pursuant to this Agreement;
6. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
7. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) business days of Customer receipt and/or generation or JCI's request therefor;
8. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
9. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
10. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
11. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee.



## PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

**1. Total Project Costs.** The total cost of the project, including payment for JCI, the Architect/Engineer and Construction Manager is **\$13,501,888**. This amount includes all fees for JCI (\$12,501,749), the Architect/Engineer (\$625,087) and the Construction Manager (not to exceed \$375,052).

The price to be paid to JCI by Customer for JCI's Work shall be **\$12,814,292.50**. This \$12,814,292.50 amount includes fifty percent (50%) of the Architect/Engineer's fee (\$312,543.50). The balance of the Architect/Engineer's fee (\$312,543.50) shall be paid by Customer as set forth in the separate agreement between Customer and the Architect/Engineer. The Construction Manager's fee (\$375,052) 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 \$12,814,292.50 amount totaling \$12,501,749 is JCI's costs of construction and installation of the Work.

Architect/Engineer's Fee:	\$ 625,087
Construction Manager's Fee:	\$ 375,052
JCI's Fee:	\$ 12,501,749
<b>Total Project Cost:</b>	<b>\$ 13,501,888</b>

**2. Payments to JCI.** Payments shall be made to JCI as follows:

Within fifteen (15) calendar days after execution of this Agreement, JCI shall submit for the Architect/Engineer and Construction Manager's review and approval a Schedule of Values (Schedule 6) for all of the Work to be performed under the Agreement. Such Schedule will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to JCI throughout the Work. The Work will commence upon approval of SED and the securing of the necessary financing by the Customer for the Work.

Customer shall make payment to JCI against monthly invoices for work completed and approved in accordance with the agreed upon Schedule of Values. Payments will be made on a progress payment basis for work completed and accepted by the Customer and the Architect/Engineer using the AIA format. JCI must attach certified payrolls to each application for payment, together with supporting documents as required by the Customer and Architect/Engineer. Customer will hold back five percent (5%) of each progress payment until substantial completion of an individual FIM, when fifty percent (50%) of the retainage will be released to JCI for that individual FIM. The balance of the retainage will be paid within thirty (30) calendar days of Final Completion. Neither final payment nor any remaining retained percentage will become due until JCI submits to Customer duly executed Final Waivers of lien and other required close out documents (in the forms attached hereto as Attachment 7) and two-year maintenance bonds (form and substance to be agreed to in writing by Customer and JCI).

**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 **\$12,590**. This amount will be paid to JCI annually of 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	\$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.

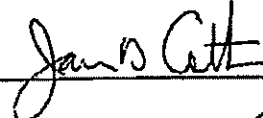
The remaining architectural fees (\$312,543.50) shall be paid as set forth in the Agreement between the Customer and the Architect/Engineer and is subject to Customer's approval of an Amendment to said Agreement attached hereto.

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

JOHNSON CONTROLS, INC.

Signature: 

Signature: 

Printed Name: ROBERT FELICIANO

Printed Name: JAMES B. COTTON

Title: BUFSD - BOE PRESIDENT

Title: Regional GM

Date: 7/28/17

Date: 7/13/17

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.

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**BRENTWOOD UNION FREE SCHOOL DISTRICT**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Signature: James B. Cotton

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

Printed Name: James B. Cotton

Title: \_\_\_\_\_

Title: Regional GM

Date: \_\_\_\_\_

Date: 7/13/17



**NOTICE TO PROCEED**

Johnson Controls, Inc.  
6 Aerial Way  
Syosset, New York 11791  
ATTN: Danny Haffel

Re: Notice to Proceed for Brentwood Union Free School District

Dear Mr. Haffel:

This Notice to Proceed is being issued by Brentwood Union Free School District ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

**BRENTWOOD UNION FREE SCHOOL DISTRICT**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***ACKNOWLEDGED & AGREED TO:***

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHANGE ORDER**



# AIA® Document G701™ - 2001

## Change Order

**PROJECT** (Name and address):

**CHANGE ORDER NUMBER:**  
**DATE:**

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**

**TO CONTRACTOR** (Name and address):

**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT DATE:**  
**CONTRACT FOR:**

**FIELD:**   
**OTHER:**

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was  
The net change by previously authorized Change Orders  
The Contract Sum prior to this Change Order was  
The Contract Sum will be increased by this Change Order in the amount of  
The new Contract Sum including this Change Order will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	0.00

The Contract Time will be increased by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

# AIA<sup>®</sup> Document G701<sup>™</sup> - 2001

## Change Order

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

\_\_\_\_\_  
ARCHITECT (Firm name)

\_\_\_\_\_  
CONTRACTOR (Firm name)

\_\_\_\_\_  
OWNER (Firm name)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)

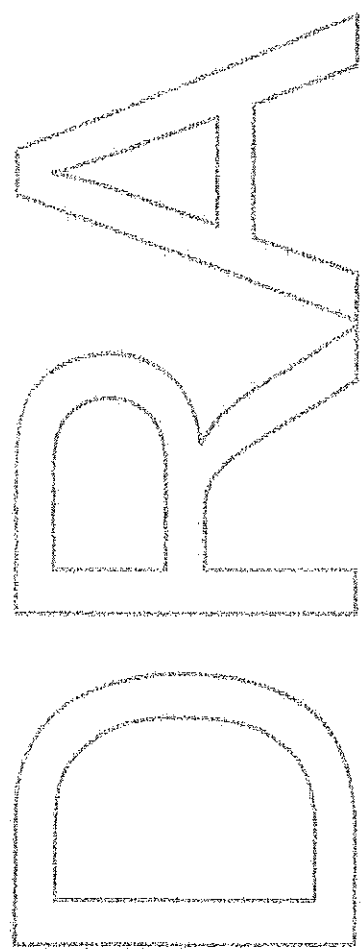
\_\_\_\_\_  
(Typed name)

\_\_\_\_\_  
(Typed name)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
6 Aerial Way  
Syosset, NY 11791

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

TETRA TECH ENGINEERS, ARCHITECTS & LANDSCAPE ARCHITECTS, P.C. D/B/A  
TETRA TECH ARCHITECTS AND ENGINEERS ("Architect")

**PROJECT:** Brentwood Union Free School District; Performance Contract dated [redacted], 20 [redacted] between JCI and Customer

By executing this Certificate of Substantial Completion, Customer and Architect acknowledge the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
  - punch list attached
  - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI, Architect and Customer shall sign the Certificate of Final Completion attached hereto.

Dated [redacted], 20 [redacted].

**BRENTWOOD UNION FREE SCHOOL DISTRICT**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 3**

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

**Signature:**

**Printed Name:**

**Title:**

**CERTIFICATE OF FINAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
6 Aerial Way  
Syosset, NY 11791

Brentwood Union Free School District ("Customer")  
52 THIRD AVENUE  
BRENTWOOD, NY 11717

TETRA TECH ENGINEERS, ARCHITECTS & LANDSCAPE ARCHITECTS, P.C. D/B/A  
TETRA TECH ARCHITECTS AND ENGINEERS ("Architect")

**PROJECT:** Brentwood Union Free School District; Performance Contract dated  
\_\_\_\_\_, 20\_\_\_\_ between JCI and Customer

By executing this Certificate of Final Completion, Customer and Architect acknowledge the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer and Architect to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds for the project as of the date set forth below.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

**CUSTOMER:**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Signature:**

**Printed Name:**

**Title:**

**Lighting Line by Line**

**Ceiling Replacement Layouts**

**RFP Attachment 1 – Scope of Architectural Services**



**RFP Attachment 2 – Scope of Construction Services**

