

CONTRACT AMENDMENT 1

Amendment made this 2nd day of April 2019, by and between:

JOHNSON CONTROLS, INC. ("JCI")
6 Aerial way
Syosset, NY 11791

and

Commack Union Free School District ("Customer")
480 Clay Pitts Road
East Northport, NY 11731

RECITALS

WHEREAS, JCI and Customer are parties to a performance contract agreement, dated December 22th, 2016 (the "Agreement", the "contract", or the "Contract");

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

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

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

a. **On top of Page 2 of the contract remove Attachment 4-Detailed Lighting Survey and replace with the following:**

Attachment 4 - Line-by-line for Commack School District 11-19-18 -Excludes Smith Lane.pdf

b. **On Page 16 of the contract under New Installation Work replace the first sentence in its entirety with the following:**

New Installation Work

JCI will furnish necessary materials, labor and necessary equipment to complete the LED Retrofits and Exterior LED fixtures as detailed in Attachment 4.

c. **On top of Page 23 of the Contract, Schedule 1, remove the following:**

(steam\boilers, $\frac{1}{4}$ " above bottom of gauge glass)

- Steam boiler primary low water cut-off shall be a float type - auto reset.
- Steam boiler secondary low water cut-off shall be float or probe - manual reset.

d. **On Page 27 of the Contract, Schedule 1, replace "the system size at each school is listed below" table with the following:**

#	Site Name	LW Size
1	Commack High School	1,027.14
2	North Ridge Primary	310.42
3	Indian Hollow Primary	239.02
4	Rolling Hills Primary	212.50
Totals		1,789.08

e. On Page 30 of the contract for EEM 9 Air Conditioning Compressor Controllers remove the Table in it's entirely and replacement with the following Table

Building	Location	Equipment Name	Manufacturer	Model Number	Compressor Data
Commack High School	Roof	RTU	Carrier	48A5T030-2Q62AEQ	x4: 11.2 RLA ea.
Commack High School	Roof	RTU	Goodman Manufacturing	PC060-1B	25 RLA
Commack High School	Roof	RTU	Goodman Manufacturing	PCB090-3	12.8 FLA
Commack High School	Roof	RTU	LG	LSU120CE	10.5 RLA
Commack High School	Roof	RTU	Trane	TTA042D300B0	13 RLA
Commack High School	Roof	RTU	Trane	YSC090A4RHA1MG100A1A000C0	13.6 RLA
Commack High School	Roof	RTU	Trane	TTA042D300B0	13 RLA
Commack High School	Roof B Wing	RTU-2 Supply Fan	Seasons 4	6BHK09-0512-XXXXX-XXOU	2 x 36.9 RLA ea
Commack High School	Roof	RTU-5 Supply Fan	Seasons 4	3BJK15-0962-XXXXX-XXCU	2 x 80.8 RLA ea
Commack High School	Roof	Split Condensing Unit	Lennox	HS29-048-2P	19.2 RLA
Commack High School	Roof	Split Condensing Unit	Lennox	HS29-030-2P	14.7 RLA
Commack High School	Roof	Split Condensing Unit	Lennox	HS29-030-2P	14.7 RLA
Commack High School	Roof	Split Condensing Unit	Lennox	HS29-048-2P	19.2 RLA
Commack High School	Roof	Split Condensing Unit	Trane	TTA042D300B0	13 RLA
Commack High School	Roof	Split Condensing Unit	Trane	TTA042D300B0	13 RLA
Commack High School	Roof	Split Condensing Unit	Trane	TTA042D300B0	13 RLA
Commack High School	Roof	Split Condensing Unit	Trane	TTA042D300B0	13 RLA
Commack Middle School	Roof	Rooftop Condensing Unit	Janitrol	HDHB-T240AA	2 x 56.3 RLA
Commack Middle School	Roof	Rooftop Condensing Unit	Lennox	HS29-240-2Y	2 x 37.8 RLA
Commack Middle School	Roof	Rooftop Condensing Unit	Lennox	HS29-090-3Y	28.8 RLA
Commack Middle School	Roof	RTU	Lennox	LGC072S2BH Y	20.7 RLA
Commack Middle School	Roof	Condensing Unit	McQuay		2 x 93 RLA
Commack Middle School	Roof	RTU	Lennox	Similar to LGC07 Est. (see note)	20.7 RLA Est. (see note)

Building	Location	Equipment Name	Manufacturer	Model Number	Compressor Data
Commack Middle School	Roof	RTU	Lennox	LGC072S2BH Y	20.7 RLA
Commack Middle School	Roof	Split Condensing Unit	Lennox	Similar to HS29-030 Est. (see note)	14.7 RLA Est. (see note)
Commack Middle School	Roof	Split Condensing Unit	Lennox	Similar to HS29-030 Est. (see note)	14.7 RLA Est. (see note)
Commack Middle School	Roof	Split Condensing Unit	Lennox	HS29-030-5P	14.7 RLA
Commack Middle School	Roof	Split Condensing Unit	Lennox	HS29-030-5P	14.7 RLA
Commack Middle School	Roof	Split Condensing Unit	Lennox	Similar to HS29-030 Est. (see note)	14.7 RLA Est. (see note)
Commack Middle School	Roof	Split Condensing Unit	Rheem	RAND-060JAZ	25.3 RLA
Burr Intermediate School	Roof	RTU	Trane	TCD061C30ABD	18.6 RLA
Sawmill Intermediate School	Roof	RTU	Trane	TCD061C30ABD	18.6 RLA
Cedar Road School	Roof	Split Condensing Unit	York	R2CF018S06A	8.1 RLA
Indian Hollow Primary School	Roof	RTU	Goodman Manufacturing	PC042-1A	19.2 RLA
Indian Hollow Primary School	Roof	RTU	Trane	TCD049C10GAA	14.8 RLA
Long Acres School	Roof	RTU	Rheem		15 RLA
Long Acres School	Roof	RTU	Trane	THC060A3R0A 1AC200A 1000000	17.4 RLA
Long Acres School	Roof	RTU	Trane	THC036A3R0A 15C200A 1000000	10.7 RLA
North Ridge Primary School	Roof	RTU	Goodman Manufacturing	PC060-1B	28.2 RLA
North Ridge Primary School	Roof	RTU	Trane	TCD049C10GAA	14.8 RLA
Rolling Hills Primary School	Roof	RTU	Goodman Manufacturing	PC030-1B REV E	14.7 RLA
Rolling Hills Primary School	Roof	RTU	Trane	TCD049C10GAA	14.8 RLA
Rolling Hills Primary School	Roof	RTU	York	DAPB-T036AA	10.9 RLA
Rolling Hills Primary School	Roof	RTU	York	DDHB-T060AA	16 RLA
Sagtikos School	Roof	RTU	Rheem	RKKA-A060CK13E	17.3 RLA
Sagtikos School	Roof	RTU	Rheem	RKKA-A060CK13E	17.3 RLA
Sagtikos School	Roof	RTU	Rheem	RRKA-A030JK08E	15 RLA
Sagtikos School	Roof	RTU	York	D3CE076A25B	2 x 14.1 RLA
Sagtikos School	Roof	RTU	York	D3CE076A25B	2 x 14.1 RLA
Sagtikos School	Roof	Split Condensing Unit	Rheem	RAKA-048JAZ	21.9 RLA
Wood Park Primary School	Roof	RTU	Luxaire	Similar to TCD049C (see note)	Nameplate Faded 14.8 RLA (see note)
Wood Park Primary School	Roof	RTU	Trane	TCD049C10GAA	14.8 RLA

Building	Location	Equipment Name	Manufacturer	Model Number	Compressor Data
HUBBS Administration Center	Roof	RTU	Carrier	50-PG-M06-A-50-FF	17.6 RLA
HUBBS Administration Center	Roof	RTU	Carrier	50PG-M06-A-50-FF	17.6 RLA
HUBBS Administration Center	Roof	RTU	Carrier	50PG-M05-A-30-FF	20.5 RLA
HUBBS Administration Center	Roof	RTU	Carrier	50-PG-M06-A-50-FF	17.6 RLA
HUBBS Administration Center	Roof	RTU	Carrier	50PG-M06-A-50-FF	17.6 RLA
HUBBS Administration Center	Roof	Split Condensing Unit		Similar to TZAA-36 (see note)	Nameplate Faded 14.0 RLA (see note)
HUBBS Administration Center	Roof	Split Condensing Unit		TZAA-336-CA	14.1 RLA
HUBBS Administration Center	Roof	Split Condensing Unit		TZAA-336-CA	10.3 RLA
HUBBS Administration Center	Roof	Split Condensing Unit	Unitary Products	ACP042C1331B	13.4 RLA

Note: Where Compressor data is not available, JCI has determined the appropriate Intellidyne controller by estimating the size of the existing system by visual comparison with similar units during the field survey.

f. On Page 35 of the contract replace the definition for "Measured Project Benefits with the following:

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Schedule 2, exhibit 2 below.

g. Replace page 37 of the contract with the following:

Subject to the terms and conditions of this Agreement JCI guarantees that Customer will achieve a total of **\$16,987,591** in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), **\$1,738,133** in Operations and Maintenance Cost Avoidance, and **\$48,100** in Energy Rebate-Non-Recurring Savings during the term of this Agreement, for Total Guaranteed Project Benefits of **\$18,773,824** 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
1	\$725,518	\$81,174	\$48,100	\$854,792
2	\$747,283	\$82,798		\$830,081
3	\$769,702	\$84,454		\$854,156
4	\$792,793	\$86,143		\$878,936
5	\$816,577	\$87,866		\$904,443
6	\$841,074	\$89,623		\$930,697
7	\$866,306	\$91,416		\$957,722
8	\$892,295	\$93,244		\$985,539
9	\$919,064	\$95,109		\$1,014,173
10	\$946,636	\$97,011		\$1,043,647
11	\$975,035	\$98,951		\$1,073,987
12	\$1,004,286	\$100,930		\$1,105,217
13	\$1,034,415	\$102,949		\$1,137,364
14	\$1,065,447	\$105,008		\$1,170,455
15	\$1,097,411	\$107,108		\$1,204,519
16	\$1,130,333	\$109,250		\$1,239,583
17	\$1,164,243	\$111,435		\$1,275,678
18	\$1,199,170	\$113,664		\$1,312,834
Totals	\$16,987,591	\$1,738,133	\$48,100	\$18,773,824

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated 3% increase in unit energy costs as set forth in the table in Exhibit 5

**Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of 2%

h. On Page 48 of the contract replace Table 2.3.1 in its entirety with the following Table:

EEM #	PROPOSED MEASURES	Electricity Savings			Thermal		Total Savings
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	\$/yr
EEM 1	Lighting - Fixture Retrofit	360	782,707	\$148,683	(651)	(\$6,771)	\$141,912
EEM 2	Lighting - Exterior Lighting	66	261,955	\$40,260	0	\$0	\$40,260
EEM 3.1	Energy Management System - Temperature Setback	0	0	\$0	4,597	\$49,263	\$49,263
EEM 3.2	Energy Management System - Exhaust Fan/Relief Damper Control	0	13,538	\$2,296	680	\$5,926	\$8,222
EEM 3.3	Energy Management System - Optimal Start	0	0	\$0	545	\$4,962	\$4,962
EEM 4	Boiler Replacements	0	0	\$0	763	\$6,862	\$6,862
EEM 5	Building Envelope Improvements - Roof Replacements	0	22	\$3	88	\$709	\$712
EEM 6	Renewable Energy- Photovoltaic Electric Generation	0	2,355,412	\$362,584	0	\$0	\$362,584
EEM 7	Cogeneration	0	902,287	\$122,913	(6,365)	(\$57,990)	\$64,923
EEM 8	Plug Load Controllers	0	247,563	\$37,941	0	\$0	\$37,941
EEM 9	Air Conditioning Compressor Controllers	0	40,286	\$6,193	0	\$0	\$6,193
EEM 10	Energy Efficient RTU Replacement	9	9,327	\$1,683	0	\$0	\$1,683
	TOTALS	435	4,613,096	\$722,557	-342	\$2,960	\$725,518

- i. On Page 48 of the contract replace Operational and Maintenance Cost Avoidance with the following:

Operational and Maintenance Cost Avoidance:

M&V Option: NEMVP-A

For measures where the baseline (or boundary) is well understood, and measure operating hours are not currently expected to change, only the "change in equipment performance" is needed in order to calculate the savings (or cost avoidance). Therefore, the Operation and Maintenance savings accruing to the benefit of the School District is as follows:

Lighting Operational Cost Avoidance is calculated by comparing the existing lamp and ballast average failure rate and replacement cost with the proposed project replacement lamp and ballast average failure rate and replacement cost. Measure operating hours are not expected to change. The average annual savings is \$34,174

The old roof was constantly leaking and had to be patched and repaired on annual basis. The new roof will not have the recurring cost of repair. The average annual savings is \$35,000

Boiler O&M savings is calculated based on old boilers in need of constant repair. The new boilers will need no repair and minimum maintenance. The average annual savings for all the boilers is determined to be \$12,000

Total Operational Cost Avoidance: \$81,174

- j. On Page 48 of the contract replace Energy Rebates/Incentives with the following:

Energy Rebates/Incentives:

M&V Option: NEMVP-B

Rebates dollars are based on current Utility rebate programs and the associated scope of work for the project. Rebates are one time, first year savings directly received by the District and are guaranteed by JCI. Measure operating hours are not expected to change.

PSEG Rebates: \$400,000
 National Grid Rebates: \$ 48,100

Total Rebates/Incentives: \$ 448,100

JCI will apply for utility company rebates programs at the time of application. JCI hereby guarantees the rebate amount of \$448,100. All PSEG rebates will be assigned by the customer to JCI. All of the PSEG rebates secured will inure to the benefit of JCI. JCI will apply for all available National Grid rebates on behalf of the customer. All of the National Grid rebates secured will inure to the benefit of the customer and if the Customer receives a rebate less than the guaranteed amount of \$48,100 then JCI will pay the difference in rebates to the Customer. All National Grid rebates and incentives shall inure to the benefit of Customer. All National Grid rebates and/or incentives shall be payable to Customer.

- k. On Page 59 of the contract under Total Project Costs replace the value \$14,575,507 with the following:**

\$14,540,545

- l. On Page 59 of the contract under payments for Architectural/Engineering Services replace the value \$713,119 with the following:**

\$711,455

- m. On Page 59 of the contract under M&V Services remove the following in its entirety:**

Beyond Year 5, the Customer, in its sole discretion, can request additional years of M&V services. The Customer may request an additional year of M&V Services prior to the end of the previous reporting year.

- n. On Page 60 of the contract under M&V Services remove the following table in its entirety:**

Yr6	\$ 42,240
Yr 7	\$ 43,507
Yr8	\$ 44,812
Yr 9	\$ 46,157
Yr 10	\$ 47,541
Yr 11	\$ 48,968
Yr 12	\$ 50,437
Yr 13	\$ 51,950
Yr 14	\$ 53,508
Yr 15	\$ 55,114
Yr 16	\$ 56,767
Yr 17	\$ 58,470
Yr18	\$ 60,224

- o. On Page 61 of the contract, schedule 5 replace the schedule of values table in its entirety with the following:**

EEM #	Proposed Measures	Total
EEM 1	Lighting - Interior Lighting	\$2,595,848
EEM 2	Lighting - Exterior Lighting	\$199,291
EEM 3	Energy Management System	\$2,149,951
EEM 4	Boiler Replacement	\$914,817
EEM 5	Building Envelope Improvements - Roof Replacements	\$1,690,926
EEM 6	Renewable Energy- Photovoltaic Electric Generation	\$3,912,717
EEM 7	Cogeneration	\$854,828
EEM 8	Plug Load Controllers	\$292,804
EEM 9	Air Conditioning Compressor Controllers	\$49,949
EEM 10	Energy Efficient RTU Replacement	\$77,877
	Ceiling Replacements	\$34,257
	PM/Engineering	\$1,767,283
	Total	\$14,540,545

2. This Amendment shall be deemed attached and incorporated into the Agreement.
3. To the extent that any of the terms and conditions of the Amendment conflict with the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern and control.
4. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.
5. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.
6. According to the regulations of the commissioner of education, Section 155.20 (d), this amendment will not be executory until the approval of the commissioner is obtained in writing.

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

Agreed:

Commack Union Free School District

Johnson Controls, Inc.

BY:  _____

BY:  _____

Steven Hartman, Board of Education

ALLISON M DUNN
REGIONAL GENERAL MANAGER

^PPresident name and title

name and title


4/11/19


3 APRIL 2019

date

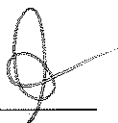
date

Attachment 1 to contract amendment #1, dated December 7, 2018

Johnson Controls, Inc. Initials: 

Customer Initials: 

Attachment 4 - Line-by-line for Commack School District 11-19-18 -Excludes Smith Lane.pdf

Johnson Controls, Inc. Initials: 

Customer Initials: 