

**AMENDMENT NUMBER TWO
TO THE
PERFORMANCE CONTRACT
BETWEEN
JOHNSON CONTROLS, INC.,
AND
THE MT. DIABLO UNIFIED SCHOOL DISTRICT**

This Amendment Two ("**Amendment**") is to the Performance Contract ("**Agreement**") dated April 04, 2006 by and between **JOHNSON CONTROLS INC.** (Successor to CAL-AIR, INC)., a Corporation having its local office at 103 Woodmere Rd., Suite 110 Folsom, CA 95630 (**JCI**), and the **MT. DIABLO UNIFIED SCHOOL DISTRICT**, having its District Office at 1936 Carlotta Dr., Concord, CA 94519 ("**Customer**").

Section 1. Amended Scope of Work

JCI, shall provide all engineering and construction services necessary to complete the amended scope of work. The revised scope of work is listed in the attached Schedule 1- Amended Scope of Work Schedule.

Section 2. Amended Assured Performance Guarantee

The revised Assured Performance Guarantee is listed in the attached Schedule 2- Amended Assured Performance Guarantee Schedule.

Section 3. Amended Services

The revised Services are listed in the attached Schedule 3- Amended Services Schedule.

Section 4. Amended Price and Payment Terms

No revisions to this section.

Section 5. Amended Project Schedule

The revised Project Schedule is listed in the attached Schedule 5- Amended Project Schedule

Section 6. Final Agreement

This Amendment, together with the other Contract Documents, shall constitute the full and final Agreement between the parties as to the subject matter hereof, shall supersede all prior agreements, communications and understandings regarding the subject matter hereof, and may not be amended or modified except by a writing evidencing said change or changes signed by the Parties. This Amendment shall be binding on the inure to the benefit of the successors and permitted assigns of the respective Parties.

Section 7. Applicable Law

This Amendment and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this instrument on the date written below.

WARNING: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826. [California Business and Professions Code § 7030(a)]

Dated: _____

CUSTOMER:

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**AMENDED
SCOPE OF WORK SCHEDULE**

All Scope of Work items will remain identical to the original Agreement with the exception of the following.

SUMMARY OF WORK REMOVED: Work described under ECM-3 Solar Pool Heating System associated to College Park and Mt. Diablo High Schools as defined in Amendment One are removed from the scope of work to be provided by JCI.

SUMMARY OF WORK: The following summarizes the Work to be provided by JCI under this Amendment, as further defined below:

Scope of Additional Work Summary		
Site	Trash Management	Lighting
Oak Grove Middle School		X
Riverview Elementary		X
Concord High School	X	
Ygnacio Valley High School	X	

2. General Lighting Scope of Work

JCI will provide the lighting retrofit work that will include all necessary labor, materials, equipment, fixture cleaning, transportation and storage for all locations identified in the following lighting scope of work.

Lighting Scope of Work

Location	Existing Condition	Qty.	Proposed Retrofit	Qty.
	Description		Description	
OAK GROVE MIDDLE				
Classrooms	8' 2 Lamp T12 Fixtures	257	New 8' Wrap Fixture with (4) 4' 25w lamps LBF electronic ballast	257
RIVERVIEW ELEMENTARY				
Gymnasium	400 Watt Metal Halide	36	New LED Holophane PHZ 18L102w Fixture	36

3. Trash Management Scope of Work

JCI will furnish and install new trash compactors with integrated hydraulic cart tipping systems at 2 sites. The new compactors will be placed in the same location as the debris boxes currently in use at each school. Existing concrete slabs will be re-used unless otherwise indicated below. A wireless telemetry device will be mounted on each compactor, which will allow the machine to be monitored remotely and emptied by the waste hauler on a just-in-time (rather than scheduled) basis. Each compactor is furnished with the following: two (per site) material handling carts, enclosed "doghouse" (hopper) with safety interlock, pressure gauge, guide islands and wheel stops anchored to the concrete.

Electrical conduits will be located where they will not be subject to vandalism or the conduits will be of rigid steel material.

Items which are specific to each site are as follows:

Concord High School

- Electrical connection in gymnasium electrical room, conduit routing surface mounted through gymnasium
- New 25 yard self-contained trash compactor and necessary site preparation

Ygnacio Valley High School

- Electrical connection in gymnasium electrical room, conduit routing surface mounted through gymnasium
- New 25 yard self-contained trash compactor and necessary site preparation.

Trash Management Scope of Work Exclusions

- New concrete pads (existing concrete pads to be utilized)
- Compactor locations other than locations specified herein.
- Overtime and shift labor as requested by Customer.
- Any items not specified in this scope.

**AMENDED
ASSURED PERFORMANCE GUARANTEE SCHEDULE**

All Assured Performance Guarantee items will remain identical to the original Agreement and Amendment One with the following revisions:

1. GUARANTEE Subject to the terms and conditions of this Agreement, JCI guarantees that the Customer will achieve \$6,383,811 of Total Guarantee Project Benefits during the Term of the Agreement for the revised scope of work for phase 2.

Refer to tables on the following page.

7. ECM 1- LIGHTING RETROFIT The lighting retrofit scope of work as described in this Amendment shall be added to the Measurement and Verification.

JCI shall perform one time pre and post wattage readings of the lighting fixtures and include the results in the next scheduled M&V Report to the customer.

Lighting Retrofit Energy Savings					
Site	Baseline kWh	Post-Retrofit kWh	Savings kWh	Composite Rate \$/kWh	Savings \$
Oak Grove Middle School Classrooms	60,061	37,599	22,462	\$0.162	\$3,639
Riverview Elementary Gym	57,078	12,852	44,226	\$0.189	\$8,359
Totals	117,139	50,451	66,688		\$11,998

9. ECM 3- SOLAR POOL HEATING SYSTEM The solar pool heating system scope of work at Mt. Diablo High School and College Park High School shall be omitted from the M&V activities.

10. ECM 4- TRASH MANAGEMENT The trash management scope of work as described in this Amendment shall be added to the Measurement and Verification activities.

JCI shall perform M&V activities for the two sites in accordance with the requirements described in Amendment 1 for the previous Trash Management scope of work.

Trash Management Savings			
Site	Trash Baseline Cost	Trash Post-Retrofit Cost	Trash Cost Savings
Concord High School	\$26,460	\$12,495	\$13,965
Ygnacio Valley High School	\$18,036	\$9,749	\$8,287
Totals	\$44,496	\$22,244	\$22,252

The following table identifies the revised savings by measure:

Summary of Year 1 Energy and Trash Savings by Energy Conservation Measure (ECM)						
Site	Lighting Retrofit	Hydronic Retrofit and Building Automation System	Solar Pool Heating System	Trash Management	Photovoltaic System	Total Savings
Fair Oaks Elem				\$11,617		\$11,617
Pleasant Hill Elem		\$13,914		\$9,102		\$23,016
Sequoia Elem				\$10,102		\$10,102
Valhalla Elem				\$7,589		\$7,589
Valley View Elem	\$1,132			\$7,479		\$8,611
Cambridge Elem				\$8,580		\$8,580
Crossroads Elem				\$5,808		\$5,808
Delta View Elem				\$9,900		\$9,900
Holbrook Elem		\$6,892		\$5,403		\$12,296
Monte Gardens Elem				\$4,983		\$4,983
Rio Vista Elem				\$4,968		\$4,968
Woodside Elem				\$10,260		\$10,260
Willow Creek Elem				\$9,000		\$9,000
Hidden Valley				\$20,356		\$20,356
Strandwood Elem	\$1,374	\$9,680				\$11,053
Loma Vista Adult Center	\$3,247					\$3,247
Diablo View Middle	\$3,116					\$3,116
Sequoia Middle	\$1,143	\$8,783				\$9,926
Pine Hollow Middle	\$1,139	\$8,754				\$9,893
Foothill Middle	\$3,181					\$3,181
Eldorado Middle	\$1,137					\$1,137
Glenbrook Middle	\$1,016					\$1,016
Oak Grove Middle	\$1,075					\$1,075
Oak Grove Middle Classrooms	<u>\$3,639</u>					\$3,639
Riverview Elementary Gym	<u>\$8,359</u>					\$8,359
El Monte Elem		\$9,640				\$9,640
Mountain View Elem		\$3,747				\$3,747
Mt. Diablo Elem		\$6,523				\$6,523
Shore Acres Elem		\$9,870				\$9,870
Westwood Elem		\$8,761				\$8,761
College Park High School			\$16,669			\$0
Mt. Diablo High School			\$9,474			\$0
Pleasant Hill Ed Center			\$15,452			\$15,452
Northgate High School					\$17,120	\$17,120
Ygnacio Valley High School				<u>\$8,287</u>		\$8,287
Concord High School				<u>\$13,965</u>		\$13,965
Totals	\$29,557	\$86,564	\$15,452	\$147,398	\$17,120	\$296,092

Note: Savings values associated with this Amendment 2 are indicated in underlined bold italics.

The following table identifies the revised Savings and Guaranteed Project Benefits:

Annual Reconciliation & Guaranteed Project Benefit Allocation				
Year	Utility Cost Savings	Trash Cost Savings	Operational Cost Savings	Total Guaranteed Project Benefits
Implementation	\$ -	\$ -	\$ -	\$ -
1	\$148,694	\$147,398	\$0	\$296,092
2	\$163,563	\$151,820	\$0	\$315,384
3	\$179,920	\$156,375	\$0	\$336,295
4	\$197,912	\$161,066	\$0	\$358,978
5	\$207,807	\$165,898	\$0	\$373,705
6	\$218,197	\$170,875	\$0	\$389,073
7	\$229,107	\$176,001	\$0	\$405,109
8	\$240,563	\$181,282	\$0	\$421,844
9	\$252,591	\$186,720	\$0	\$439,311
10	\$265,220	\$192,322	\$0	\$457,542
11	\$278,481	\$198,091	\$0	\$476,573
12	\$292,405	\$204,034	\$0	\$496,439
13	\$307,026	\$210,155	\$0	\$517,181
14	\$322,377	\$216,460	\$0	\$538,837
15	\$338,496	\$222,953	\$0	\$561,449
Totals	\$3,642,360	\$2,741,452		\$6,383,811

AMMENDED SERVICES SCHEDULE

All Services will remain identical to the original Agreement and Amendment One with the exception of the following:

2. TRASH COMPACTOR MANAGEMENT SCOPE OF WORK

The two Trash Management sites identified in this Amendment shall be added to the Services activities.

JCI shall perform Trash Compactor Management activities for the two additional sites in accordance with the requirements described in Amendment 1 for the previous Trash Compactor Management scope of work.

3. MEASUREMENT AND VERIFICATION SCOPE OF WORK

The Measurement and Verification activities shall be revised in accordance with the revised scope of work as identified in this Amendment.

11. PRICE

The total price for JCI's Services shall remain as described in Amendment 1 with the addition of Trash Management Services for the two sites being added beginning in Year 4.

Note: Years 1, 2, 3 have been completed prior to this Amendment 2.

Year	Annual Installment (revised)
1	\$ 39,342
2	\$ 40,522
3	\$ 41,738
4	\$ 46,419
5	\$ 47,812
6	\$ 49,246
7	\$ 50,723
8	\$ 52,245
9	\$ 53,812
10	\$ 55,427
11	\$ 57,090
12	\$ 58,802
13	\$ 60,566
14	\$ 62,383
15	\$ 64,255
Total	\$ 780,383

Project Schedule

Project Schedule:

Based upon the Customer's and JCI's approval of this Amendment the project scope is expected to be completed within a three (3) month duration commencing with the approval of this Amendment. JCI's project managers and the Customer shall work closely to develop a mutually agreeable project Schedule. It is anticipated that the project will begin in the winter of 2013.