

**AMENDMENT AND NOTICE TO PROCEED WITH THE CONSTRUCTION PHASE
TO THAT CERTAIN
AGREEMENT FOR TURNKEY DESIGN AND CONSTRUCTION ENERGY SERVICES**

This Amendment and Notice to Proceed with the Construction Phase (this "*Construction Amendment*") is executed and made effective as of **Tuesday, August 2nd, 2022** (the "*Construction Amendment Effective Date*") by and between the **Silver Valley Unified School District**, a **California School District** ("*Public Agency*"), and **Schneider Electric Buildings Americas, Inc.**, a Delaware corporation ("*Design/Builder*"). This Construction Amendment is executed pursuant to and made part of the Agreement (defined and described below). The Agreement, as amended by this Construction Amendment, shall be referred to herein as the "*Amended Agreement*", and any capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement for Turnkey Design and Construction Energy Services dated as of **December 14th, 2021** (the "Agreement"), whereby the Public Agency engaged Design/Builder to perform both the Design Phase and the Construction Phase of the Project described therein;

WHEREAS, pursuant to Section 1.4 of the Agreement, following review of Design/Builder's Project Proposal at the end of the Design Phase, Public Agency is given the option to (i) terminate the Agreement, or (ii) move forward with the Construction Phase by executing this Construction Amendment;

WHEREAS, having reviewed Design/Builder's Project Proposal and having determined by a meeting of its Board that the Amended Agreement will be in the best interests of the Public Agency and will satisfy all of the requirements of California Government Code Section 4217.12, Public Agency has elected to move forward with the Construction Phase of the Project by executing this Construction Amendment; and

WHEREAS, effective as of the Construction Amendment Effective Date, this Construction Amendment shall become part of the Agreement and shall serve to incorporate the details of the Construction Phase therein.

NOW, THEREFORE, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth in the Amended Agreement, the Parties hereby agree as follows:

I. CONSTRUCTION AMENDMENT

The following provisions shall modify, supplement, and become part of the Agreement, as applicable:

Section 1. Amended Agreement. This Construction Amendment and all of the Exhibits attached hereto are hereby made part of the Agreement as if set forth in full therein. In the event of any conflict between the provisions of the Agreement and the provisions of this Construction Amendment, the provisions of this Construction Amendment shall prevail.

Section 2. Scope of Construction Services. In accordance with Section 2.2 of the Agreement, the Scope of Construction Work to be performed by Design/Builder in connection with the Project is set forth on Exhibit D, attached hereto and incorporated in the Agreement by this reference.

Section 3. Construction Time. In accordance with Section 2.3.1 of the Agreement, the Preliminary Construction Schedule, setting forth the Completion Date for the Construction Work and any applicable milestone dates, is attached hereto as Exhibit E and incorporated in the Agreement by this reference.

Section 4. Project Fee. In accordance with Section 2.4.1 of the Agreement, the Project Fee is set forth on Exhibit F, attached hereto and incorporated in the Agreement by this reference. The Project Fee is inclusive of the Design Fee (such Design Fee having been rolled into the Project Fee pursuant to Section 1.4.2 of the Agreement).

Section 5. Notice to Proceed. In accordance with Section 2.1.1 of the Agreement, the execution of this Construction Amendment serves as Public Agency's Notice to Proceed with the Construction Work

Section 6. No Performance Guarantee. Notwithstanding anything to the contrary, Design/Builder is not providing any energy or efficiency savings guarantees in connection with the Project or the Agreement.

II. GENERAL PROVISIONS

The following provisions shall govern the interpretation and enforcement of this Construction Amendment:

Section 1. No Other Modifications. The provisions of Part I of this Construction Amendment, together with the Exhibits referenced therein, shall be construed as the sole extent of the modifications being made to the Agreement pursuant to this Construction Amendment. Except as hereby modified, the Agreement shall continue in full force and effect in accordance with its provisions.

Section 2. Governing Law. This Construction Amendment shall be governed by and interpreted in accordance with California law, regardless of any conflict-of-laws provisions applicable in California or any other jurisdiction.

Section 3. Severability. If any provision of this Construction Amendment is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under applicable law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

Section 4. Entire Agreement. The Amended Agreement, together with the Contract Documents, constitutes the entire understanding and agreement between the Parties pertaining to the performance by Design/Builder of the services required by the Amended Agreement.

Section 5. Counterparts. This Construction Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Construction Amendment having original signatures of both Parties.

Section 6. Due Authority of Signatories. Each person signing this Construction Amendment represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Construction Amendment.

In Witness Whereof. The Parties have executed this Construction Amendment as evidenced by the signatures of their authorized representatives below.

Silver Valley Unified School District

Schneider Electric Buildings Americas, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Fed. Tax ID No: _____

EXHIBIT D
Scope of Construction Work

Public Agency hereby acknowledges and agrees that the scope of work shall be limited to, and Design/Builder shall only perform, the following:

Silver Valley High School – Buildings A & B – HVAC replacement

- 1) Silver Valley High School – Building A – AC-3
 - a. Provide (1) 20-ton Aeon packaged DX RTU with gas heat
 - b. Provide (3) VAV Boxes without reheat
 - c. Provide (2) VAV Boxes with reheat
- 2) Silver Valley High School – Building B – AC-4
 - a. Provide (1) 25-ton Aeon packaged DX RTU with gas heat
 - b. Provide (4) VAV Boxes without reheat
 - c. Provide (2) VAV Boxes with reheat
- 3) Test and Air Balance to be completed for Building A: AC-1, AC-2, AC-3, and Building B: AC-4
- 4) Cleaning of ducting from HVAC units serving Buildings A & B (AC-1, AC-2, AC-3 & AC-4) to grille locations.

HVAC Exclusions & Clarifications

- New HVAC Units will be provided with MERV 13 filtration as required by Title 24 2019.
- Painting or patching of any kind are excluded.
- Additional repairs or modification to equipment, ducting, controls, or other mechanical devices not included in the above Scope of Work are excluded.
- Scope of Work assumes the existing electrical wiring conductors, electrical outlets, conduit, raceways, electrical grounding, circuit breakers, framing, HVAC equipment, and fire and life safety system outside the specified scope are in operable condition, suitable for the new connected loads and in compliance with existing codes. Design/Builder will document and submit to Public Agency any items discovered outside of Scope of Work to be in need of repair during installation. Any such repairs will be the responsibility of Public Agency to remedy in a timely manner.
- Work on the fire alarm systems is excluded, smoke detectors and other fire safety devices connected to the HVAC units within the scope will be disconnected and reconnected. Testing of fire, life, safety devices prior to and after construction is excluded.
- DSA design, submission, any related fees or any changes required by DSA are excluded.
- Duct leakage testing is excluded.
- Any modifications to roofing substrate, structure, or supports are excluded. Public Agency is responsible for coordinating on roof warranties as needed.
- Existing roof penetrations for the rooftop units will be re-used.
- Design/Builder is not responsible for existing damage to affected areas. Both pre and post conditions will be documented.
- Existing duct work will be disconnected from the existing roof top unit and reconnected by means of new duct transition to the new roof top unit. No new duct work is included.
- Installation of carbon monoxide detectors is excluded.
- Relocation of existing thermostats is excluded.
- Exhaust fans excluded from duct cleaning.
- Temporary heating and cooling units are excluded.

BUILDING AUTOMATION SYSTEM

The existing Carrier i-Vu® system will be expanded/alterd to incorporate the newly installed mechanical equipment at the High School campus known as Buildings A and B. The Carrier System will include control and monitoring parameters as outlined below for each building. The BAS expansion will be part of the larger (existing) system on campus for seamless integration. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each unit will be provided.

As part of this project, there will be site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

The facilities included are:

- High School Campus Building A (AC-3)
- High School Campus Building B (AC-4)

HS Building A (AC-3)

The existing multizone unit has reached its end of life and is to be replaced with new HVAC equipment. The new mechanical equipment will not be a multizone replacement. The new unit will be a Variable Air Volume (VAV) unit with addition of terminal units to condition the spaces. Existing Carrier network controller NR2 is currently controlling the existing AC-3 unit located in Building A at the Silver Valley High School Campus. The BAS system is to be removed from control of this unit that is being replaced with new mechanical systems. The mechanical design is to install new AAON VAV RTU unit onto the roof. The AAON unit is to come equipped with an MS/TP BACnet OEM controller – VCCX2. The new MPC controller is to be provided for the integration into the Carrier i-Vu® system. The unit shall be interfaced by the Carrier system in conjunction with the VAV controllers that are to be used for serving the spaces. The VAV units shall be configured to be pressure independent, with some of them having electric heat.

Control parameters are expected through BACnet Interface:

Variable Volume RTU (AC-3) – Expected points of BACnet interface ¹	
Control Points	Monitoring Points
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Dx Stages 1and 2 Command² ▪ Gas Heat Control(Modulating) ▪ Economizer Damper Position ▪ Exhaust Fan Command ▪ Exhaust Fan Speed ▪ Temperature Setpoints (Economizer, Supply Air Static, Mixed air, Supply Air Pressure, etc.) 	<ul style="list-style-type: none"> ▪ Supply Fan Feedback ▪ Supply Fan VFD Fault ▪ Supply Air Temperature ▪ Return Air Temperature ▪ Mixed Air Temperature ▪ Supply Static Pressure ▪ Outside Air Flow ▪ Economizer Fault Detection ▪ Exhaust Fan Feedback ▪ Exhaust Fan VFD Fault ▪ Dirty Filter Alarm

¹–Final point BAS interface points TBD on final mechanical selection

²–2 stages of control or could be modulating

The RTU will have associated variable volume boxes that are to be installed as part of the mechanical retrofit. Each existing multizone “zone” will be replaced with a new VAV box. The controllers for these VAV boxes are to reside on a network capable of communicating through Carrier and to/from the AAON unit for interaction of dataflow.

VAV Boxes (Typical of 3)

Control Points	Monitoring Points
<ul style="list-style-type: none"> ▪ VAV Damper Position ▪ Room Setpoint Adjustment 	<ul style="list-style-type: none"> ▪ VAV Primary Airflow CFM ▪ Room Temperature ▪ Room CO2 ▪ Room Override ▪ Supply Air Temperature

VAV Boxes (Typical of 2)

Control Points	Monitoring Points
<ul style="list-style-type: none"> ▪ VAV Damper Position ▪ Electric Reheat ▪ Room Setpoint Adjustment 	<ul style="list-style-type: none"> ▪ VAV Primary Airflow CFM ▪ Room Temperature ▪ Room CO2 ▪ Room Override ▪ Supply Air Temperature

HS Building B (AC-4)

The existing multizone unit has reached its end of life and is to be replaced with a new HVAC equipment. The new mechanical equipment will not be a multizone replacement. The new unit will be a Variable Air Volume (VAV) unit with additional terminal units to condition the spaces. The existing Carrier network controller NR2 is currently controlling the existing AC-4 unit located in Building B at the Silver Valley High School Campus. The BAS system is to be removed from control of this unit that is being replaced with new mechanical systems. The mechanical design is to install a new AAON VAV RTU unit onto the roof. The AAON unit is to come equipped with an MS/TP BACnet OEM controller – VCCX2. A new MPC controller is to be provided for the integration into the Carrier i-Vu® system. The unit shall be interfaced by the Carrier system in conjunction with the VAV controllers that are to be used for serving the spaces. The VAV units shall be configured to be pressure independent, with some of them having electric heat.

Control parameters are expected through BACnet Interface:

Variable Volume RTU (AC-3) – Expected points of BACnet interface¹

Control Points	Monitoring Points
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Dx Stages 1and 2 Command² ▪ Gas Heat Control(Modulating) ▪ Economizer Damper Position ▪ Exhaust Fan Command ▪ Exhaust Fan Speed ▪ Temperature Setpoints (Economizer, Supply Air Static, Mixed air, Supply Air Pressure, etc.) 	<ul style="list-style-type: none"> ▪ Supply Fan Feedback ▪ Supply Fan VFD Fault ▪ Supply Air Temperature ▪ Return Air Temperature ▪ Mixed Air Temperature ▪ Supply Static Pressure ▪ Outside Air Flow ▪ Economizer Fault Detection ▪ Exhaust Fan Feedback ▪ Exhaust Fan VFD Fault ▪ Dirty Filter Alarm

¹ –Final point BAS interface points TBD on final mechanical selection

² –2 stages of control or could be modulating

The RTU will have associated variable volume boxes that are to be installed as part of the mechanical retrofit. Each existing multizone “zone” will be replaced with a new VAV box. The controllers for these VAV

boxes are to reside on a network capable of communicating through Carrier and to/from the AAON unit for interaction of dataflow.

VAV Boxes (Typical of 4)	
Control Points	Monitoring Points
<ul style="list-style-type: none"> ▪ VAV Damper Position ▪ Room Setpoint Adjustment 	<ul style="list-style-type: none"> ▪ VAV Primary Airflow CFM ▪ Room Temperature ▪ Room CO2 ▪ Room Override ▪ Supply Air Temperature

VAV Boxes (Typical of 2)	
Control Points	Monitoring Points
<ul style="list-style-type: none"> ▪ VAV Damper Position ▪ Electric Reheat ▪ Room Setpoint Adjustment 	<ul style="list-style-type: none"> ▪ VAV Primary Airflow CFM ▪ Room Temperature ▪ Room CO2 ▪ Room Override ▪ Supply Air Temperature

CLARIFICATIONS AND EXCLUSIONS

The following clarifications and exclusions apply to Schneider Electric's scope of work above:

CLARIFICATIONS

- To the best of Design/Builder's knowledge, the points available for the proposed OEM controllers above represent all that are necessary to effectively operate the indicated systems. If additional points are required to operate the systems specifically indicated above per Design/Builder's Sequences of Operation, they will be incorporated under this scope of work. If any of the points indicated above are unable to be included within the final system, such points shall be excluded from this scope of work. Points associated with new mechanical equipment are subject to change based on those points available from the equipment ultimately furnished and the points deemed necessary for operation of the system.
- Design/Builder may reuse existing equipment to incorporate the new controllers into the existing system, but the scope of this work is for the new units to be installed. Should any of the existing equipment or devices require repair or replacement, this will be the responsibility of Public Agency unless specifically indicated otherwise in the scope of work. Design/Builder will create an equipment deficiency report (EDR) to provide Public Agency with written notification if such equipment or devices are identified.
- Design/Builder will only control equipment and/or devices shown in the Scope of Work. Equipment and devices not in the Scope of Work are excluded. Design/Builder is not responsible for the functionality of such equipment even if such equipment is operated by an existing BAS.
- Matching of ceiling tile color and pattern shall be limited by current commercial availability should replacement tile be required. Similar or complementary tiles shall be provided where exact matches are not available.
- Demolition of the existing HVAC controls / building automation equipment will be performed as needed to implement the new DDC system installation (reuse of enclosures, wire, and end devices will be solely at the discretion of Design/Builder). The total demolition of any remaining abandoned or obsolete control elements will be the responsibility of Public Agency, unless otherwise stated.
- Design/Builder is not responsible for safeties on existing equipment including smoke detectors, fire alarm interlocks, and low or high temperature cut-outs or any life safety equipment. Pre and post testing of

smoke, fire, and life safety systems will be the responsibility of Public Agency and the sequence will be provided to Design/Builder. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.

- Design/Builder will not be responsible for any modification or expansion of Public Agency's existing WAN/LAN for the execution of this project. Public Agency to provide Design/Builder with designated open port(s) as required at existing network switches in all facilities within this scope of work. Design/Builder to provide CAT5e Ethernet cable from control equipment to Public Agency network switch.
- All wiring shall be in compliance with local codes and authorities having jurisdiction.
- Hydronic / airflow testing and balancing on HVAC equipment will not be included as part of the controls scope of work.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) is excluded.

Clarifications and Exclusions for all Scopes of Work:

- Additional labor cost due to restriction of allowable work hours is excluded.
- Any delays, inclusive of but not limited to; manufacturing, shipping, delivery or personnel availability related to or caused by the COVID-19 pandemic are excluded.
- Repair of existing HVAC and control equipment beyond the scope of work above is excluded.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered are excluded.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Hazardous materials testing and abatement not specified in the Scope of Work is excluded.
- Public Agency has committed, during installation, to vacating the spaces in Buildings A & B for zones served by units AC-3 and AC-4. Any costs due to changes to this are excluded.
- Some afterhours work may be required to accomplish the scope of work. This proposal assumes Public Agency will grant the Design/Builder access to the facilities after hours if needed.
- Coordination with other projects occurring within Public Agency's buildings has been excluded from this scope of work. Design/Builder is not responsible for delays caused by other projects occurring within Public Agency's buildings.
- Any new tariffs enacted after the date of the Construction Amendment Effective Date and any increases in existing tariffs enacted after the date of the Construction Amendment Effective Date are excluded.

EXHIBIT E Preliminary Construction Schedule

Task Name	Duration	Start	Finish	Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023		
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Silver Valley USD Facilities Improvement Project	191 days	Fri 8/5/22	Fri 5/5/23												
Notice to Proceed	0 days	Fri 8/5/22	Fri 8/5/22												
Construction Kickoff	0 days	Thu 8/18/22	Thu 8/18/22												
Mechanical Scope	160 days	Fri 8/5/22	Thu 3/23/23												
Development Phase	20 days	Fri 8/5/22	Thu 9/1/22												
Final Design	1 wk	Fri 8/5/22	Thu 8/11/22												
Submittal Review	3 wks	Fri 8/12/22	Thu 9/1/22												
Procurement Phase	110 days	Fri 9/2/22	Thu 2/9/23												
Material Lead Times	20 wks	Fri 9/2/22	Thu 1/26/23												
Mobilize	0 days	Thu 2/9/23	Thu 2/9/23												
Installation Phase	30 days	Fri 2/10/23	Thu 3/23/23												
Mechanical Replacement including controls integration, TAB, and duct cleaning	6 wks	Fri 2/10/23	Thu 3/23/23												
Substantial Completion	0 days	Thu 3/23/23	Thu 3/23/23												
Closeout Phase	31 days	Fri 3/24/23	Fri 5/5/23												
Punchlist & Verification	6 wks	Fri 3/24/23	Thu 5/4/23												
O&Ms	30 days	Fri 3/24/23	Thu 5/4/23												
Closeout Billings	1 day	Fri 5/5/23	Fri 5/5/23												
Final Acceptance Meeting	0 days	Fri 5/5/23	Fri 5/5/23												

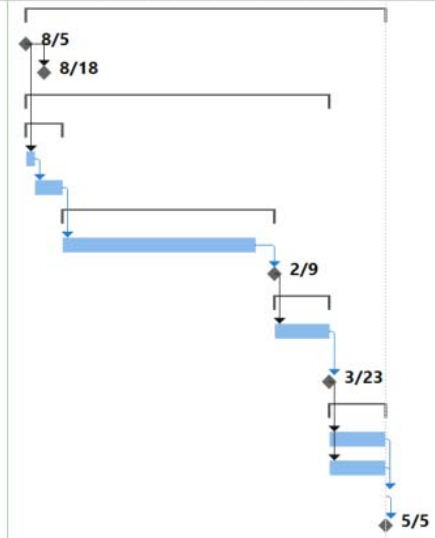


EXHIBIT F
Project Fee

Project Fee:

The Project Fee (inclusive of the Design Fee) shall be: \$1,124,615.

EXHIBIT G
Projected Savings

The Projected Savings will be as follows:

Year	Utility Savings	O&M Savings	Annual Projected Savings	Cumulative Projected Savings
1	\$3,534	\$33,738	\$37,272	\$37,272
2	\$3,675	\$34,751	\$38,426	\$75,698
3	\$3,822	\$35,793	\$39,615	\$115,314
4	\$3,975	\$36,867	\$40,842	\$156,156
5	\$4,134	\$37,973	\$42,107	\$198,263
6	\$4,300	\$39,112	\$43,412	\$241,675
7	\$4,472	\$40,285	\$44,757	\$286,432
8	\$4,651	\$41,494	\$46,145	\$332,577
9	\$4,837	\$42,739	\$47,575	\$380,152
10	\$5,030	\$44,021	\$49,051	\$429,203
11	\$5,231	\$45,342	\$50,573	\$479,776
12	\$5,440	\$46,702	\$52,142	\$531,918
13	\$5,658	\$48,103	\$53,761	\$585,679
14	\$5,884	\$49,546	\$55,430	\$641,110
15	\$6,120	\$51,032	\$57,152	\$698,262
16	\$6,365	\$52,563	\$58,928	\$757,190
17	\$6,619	\$54,140	\$60,759	\$817,949
18	\$6,884	\$55,765	\$62,648	\$880,598
19	\$7,159	\$57,437	\$64,597	\$945,194
20	\$7,446	\$59,161	\$66,606	\$1,011,801
21	\$7,743	\$60,935	\$68,679	\$1,080,479
22	\$8,053	\$62,763	\$70,817	\$1,151,296
23	\$8,375	\$64,646	\$73,022	\$1,224,318
24	\$8,710	\$66,586	\$75,296	\$1,299,614
25	\$9,059	\$68,583	\$77,642	\$1,377,256
Total	\$147,177	\$1,230,079	\$1,377,256	

The projected savings values above are agreed to by both Parties with no additional measurement or verification.