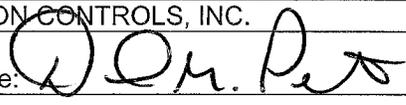
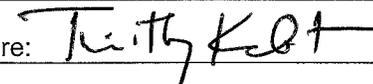


## CHANGE ORDER

Performance Contract dated <b>April 23, 2019</b> between Johnson Controls, Inc. and Customer	Change Order No. 1	Date (mo/day/yr) 9/13/2019
Customer City of La Crosse, WI		
<p>The parties wish to add to the Scope of the Work in the Contract. JCI has amended its original scope of work by recommending certain additional Energy Conservation Measures, which are identified in Schedule 1a. JCI has extended the Assured Performance Guarantee as described in attached Schedule 2a. After the execution of Change Order 1, JCI shall provide a new Schedule of Values and Construction Schedule that shall apply to the combined Scope of Work. The additional Contract Price and the additional time for completion provided below modify the Contract Price and time for completion provided in the Contract such that the Guarantee Term shall begin upon completion of the entire Scope of Work as outlined in the Contract and this Change Order 1. JCI has amended the Price and Payment Terms of the original Agreement to reflect the additional price based on the Scope of Work, attached as Schedule 4a.</p> <p>The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.</p>		
Scope of Work changed as follows:		
Refer to Schedule 1a – Scope of Work, attached. Refer to Schedule 3a – Customer Responsibilities, attached.		
Current total Performance Contract amount	\$ 4,288,020	
Total amount of this Change Order	\$ 1,617,655	
Total Performance Contract amount as revised by this Change Order	\$ 5,905,675	
The time for completion is: <input checked="" type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:		(mo, day, yr) <b>12 months from the date of a Notice to Proceed with this Change Order 1</b>
<input checked="" type="checkbox"/> [check if applicable] Assured Performance Guarantee changed as follows:		
Refer to Schedule 2a – Assured Performance Guarantee, attached.		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature: 	Signature: 	
Printed Name: <b>DAVID M. PETERS</b>	Printed Name: <b>TIMOTHY KARAT</b>	
Title: <b>REGIONAL VP &amp; GM</b>	Title: <b>MAYOR</b>	

## SCOPE OF WORK

### I. SUMMARY OF THE CHANGE ORDER SCOPE OF WORK

The following information lists and summarizes the additional Improvement Measures to be implemented for this project.

ECM Number	ECM Name
ECM-5-LCCH	City Hall PV Array
ECM-4-LCC	La Crosse Center PV Array
ECM-5-LCC	La Crosse Center Roof Replacement
ECM-4-LCML	Main Library PV Array
ECM-3-LCMSC	Service Center PV Array
ECM-99	Install JEMS Kiosk System

### II. DESCRIPTION OF THE CHANGE ORDER SCOPE OF WORK

The following information provides a description of the scope of work. For more detail on the Improvement Measures noted immediately below, please refer to the corresponding attachments:

#### ECM-5-LCCH: CITY HALL PV ARRAY

This ECM includes the installation of a new solar photovoltaic (PV) system which will be located on existing roof areas at the La Crosse City Hall building. The system will be connected via a net-metering agreement to the existing electric meters in the basement of City Hall. The new PV system will reduce the net consumption of electricity at City Hall by producing electricity using solar energy. A reduction in electric demand is also anticipated as a result of the generating capacity of the new PV system.

#### ***New Installation Work***

- Design and final engineering for the proposed photovoltaic system, including permit drawings and structural review.
- Provide and install photovoltaic modules arranged in south-facing arrays totaling approximately 100 kilowatts (AC) but no more than 100 kilowatts (AC). Modules to be JA Solar JAM72S01-385 mono-crystalline modules or equal, quantities to be determined during final design.
- Provide and install AC-to-DC inverters located in the nearest mechanical or electrical room. Inverters to be SolarEdge SE three-phase inverters or equal, quantities to be determined during final design.
- Photovoltaic modules to be mounted to a ballasted racking system installed on existing roof surfaces, racking to be determined during final design.
- Provide a complete Performance Data Acquisition system including data logger with a minimum of one year of data storage, current transformers, redundant primary and secondary pyranometers, data output connections, and kiosk software.

#### ***Customer shall be responsible for:***

- Any and all asbestos abatement prior to installation of any components as required.

#### ECM-4-LCC: LA CROSSE CENTER PV ARRAY

This ECM includes the installation of a new solar photovoltaic (PV) system which will be located on the roof of the existing Ballroom. The existing roof surface will be replaced with a new membrane roof as part of ECM-5-LCC. The system will be connected via a net-metering agreement to the existing electric meters located on the exterior utility transformers adjacent to the La Crosse Center loading dock. The new PV system will reduce the net consumption of electricity at the La Crosse Center by producing electricity using solar energy. A reduction in electric demand is also anticipated as a result of the generating capacity of the new PV system.

***New Installation Work***

- Design and final engineering for the proposed photovoltaic system, including permit drawings and structural review.
- Provide and install photovoltaic modules arranged in south-facing arrays totaling approximately 100 kilowatts (AC) but no more than 100 kilowatts (AC). Modules to be JA Solar JAM72S01-385 mono-crystalline modules or equal, quantities to be determined during final design.
- Provide and install AC-to-DC inverters located on the north-facing exterior wall above the utility transformers. Inverters to be SolarEdge SE three-phase inverters or equal, quantities to be determined during final design.
- Photovoltaic modules to be mounted to a ballasted racking system installed on roof surfaces, racking to be determined during final design.
- Provide a complete Performance Data Acquisition system including data logger with a minimum of one year of data storage, current transformers, redundant primary and secondary pyranometers, data output connections, and kiosk software.

***Customer shall be responsible for:***

- Any and all asbestos abatement prior to installation of any components as required.

**ECM-5-LCC: LA CROSSE CENTER ROOF REPLACEMENT**

This measure replaces the existing approximately 16,500 square foot, built-up ballasted roof over the La Crosse Center Ballroom (Roof Section A) with a new fully-adhered TPO membrane roof. Roof insulation shall meet current energy code requirements.

***Retrofit Work***

- Furnish and install a new TPO fully adhered 60 mil roof at the La Crosse Center Roof Section A per Figure 2 below.
- Remove the existing rock ballast and EPDM rubber roof leaving the existing insulation.
- Remove the lightning rods and cables. Save for reuse.
- Remove the existing perimeter metal coping cap flashings.
- Dispose of demo'd materials offsite at a legal landfill.
- Inspect roof decking for compromised, wet or deteriorated sheathing and present findings to Owner.
- Furnish and install one layer of 1.5" Isocyanurate insulation and mechanically fasten all the layers to the metal deck insulation with metal screws and plates.
- Install new ¼" per foot sumps at all roof drains.
- Furnish and install one layer of Firestone 1/2" IsoGard HD to cover board insulation and attach with Firestone IsoFix low rise adhesive.
- Furnish and install a Firestone 60 mil white TPO SA fully adhered roof system.
- Extend the field membrane to top of all perimeter walls and terminate.
- Flash all roof curbs per the manufacturer's details.
- Provide and install pre-molded pipe boots at vent stack and lightning rod penetrations.
- Install new 24 ga. metal coping cap and new 24 ga. curb flashing as needed.
- Install slip sheets under the pipe support bases as needed.
- Install 100' of new walk pad on roof surface to provide access to roof mounted equipment
- Re-install the lightning rods and cables.
- Provide a 10-year roof system warranty upon completion.

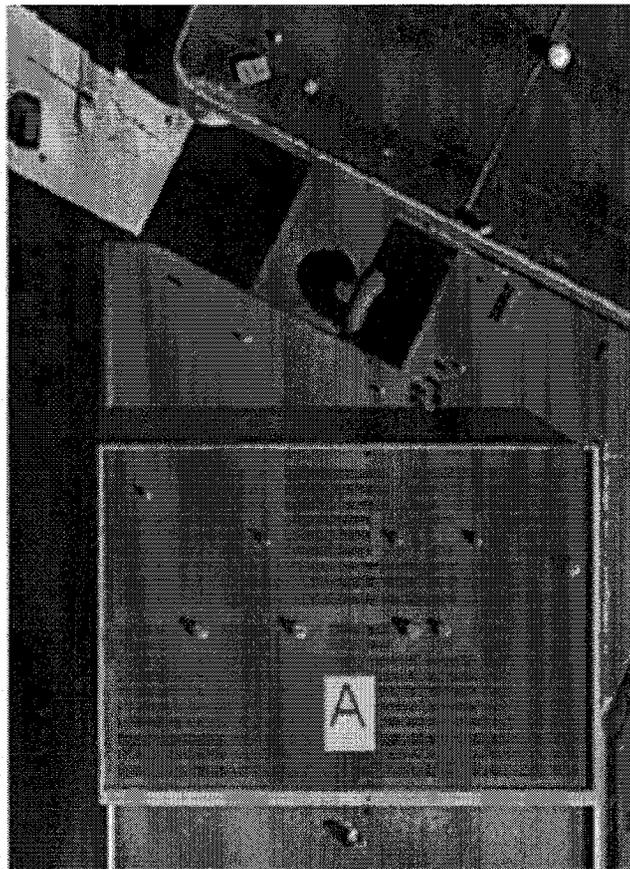


Figure 2: La Crosse Center Roof Diagram

**Customer shall be responsible for:**

- Any and all asbestos and lead abatement prior to installation of any components as required.

**ECM-4-LCML: MAIN LIBRARY PV ARRAY**

This ECM includes the installation of a new solar photovoltaic (PV) system which will be located on existing roof areas at the La Crosse Main Library building. The system will be connected via a net-metering agreement to the existing electric meters in the basement of the Main Library. The new PV system will reduce the net consumption of electricity at the Main Library by producing electricity using solar energy. A reduction in electric demand is also anticipated as a result of the generating capacity of the new PV system.

***New Installation Work***

- Design and final engineering for the proposed photovoltaic system, including permit drawings and structural review.
- Provide and install photovoltaic modules arranged in south-facing arrays totaling approximately 100 kilowatts (AC) but no more than 100 kilowatts (AC). Modules to be JA Solar JAM72S01-385 mono-crystalline modules or equal, quantities to be determined during final design.
- Provide and install AC-to-DC inverters located in the nearest mechanical or electrical room. Inverters to be SolarEdge SE three-phase inverters or equal, quantities to be determined during final design.
- Photovoltaic modules to be mounted to a ballasted racking system installed on existing roof surfaces, racking to be determined during final design.
- Provide a complete Performance Data Acquisition system including data logger with a minimum of one year of data storage, current transformers, redundant primary and secondary pyranometers, data output connections, and kiosk software.

**Customer shall be responsible for:**

- Any and all asbestos abatement prior to installation of any components as required.

**ECM-3-LCMSC: SERVICE CENTER PV ARRAY**

This ECM includes the installation of a new solar photovoltaic (PV) system which will be located on the existing west-facing roof of the Cold Storage Building at the La Crosse Municipal Service Center. The system will be connected via a net-metering agreement to the existing electric meters in the main electric room of the Municipal Service Center. The new PV system will reduce the net consumption of electricity at the Municipal Service Center by producing electricity using solar energy. A reduction in electric demand is also anticipated as a result of the generating capacity of the new PV system.

***New Installation Work***

- Design and final engineering for the proposed photovoltaic system, including permit drawings and structural review.
- Provide and install photovoltaic modules arranged in west-facing arrays totaling approximately 100 kilowatts (AC) but no more than 100 kilowatts (AC). Modules to be JA Solar JAM72S01-385 mono-crystalline modules or equal, quantities to be determined during final design.
- Provide and install AC-to-DC inverters located in the Cold Storage Building adjacent to existing electrical service gear. Inverters to be SolarEdge SE three-phase inverters or equal, quantities to be determined during final design.
- Photovoltaic modules to be mounted to a ballasted racking system installed on existing roof surfaces, racking to be determined during final design.
- Provide a complete Performance Data Acquisition system including data logger with a minimum of one year of data storage, current transformers, redundant primary and secondary pyranometers, data output connections, and kiosk software.

**Customer shall be responsible for:**

- Any and all asbestos abatement prior to installation of any components as required.

**ECM-99: INSTALL JEMS KIOSK SYSTEM**

This measure provides a Johnson Controls Enterprise Management (JEM) energy management system for City of La Crosse Buildings. The initial implementation will monitor energy use at La Crosse City Hall, the La Crosse Center, the La Crosse Main Library, and the La Crosse Municipal Service Center. Future expansion of the system is possible.

***New Installation Work***

- Provide and install a JEM MS-MEM-BH-B3 energy management head end and software.
- Provide and install a JEM MS-MEM-KIO-3Y green kiosk for data display.
- Provide and install a JEM UBM-U25-3Y utility bill management software package.
- Connect the following to the JEM system, up to the listed quantity of:
  - Twenty (20) air handling units
  - Twelve (12) boilers
  - Fifteen (15) boiler water pumps
  - Ten (10) chilled water pumps
  - Four (4) chillers
  - Six (6) condenser water pumps
  - Two (2) cooling towers
  - One (1) rooftop unit
  - Nine (9) utility meters
  - Four (4) utility accounts
- This includes all labor and material for the above specified features and applications for three (3) years of software services.

***Customer shall be responsible for:***

- Any and all asbestos and lead abatement prior to installation of any components as required.

### III. GENERAL INCLUSIONS, EXCLUSIONS AND CLARIFICATIONS TO THE SCOPE OF WORK

#### GENERAL CONDITIONS, MECHANICAL AND ELECTRICAL SCOPE OF WORK INCLUSIONS:

The following is included in the Scope of Work for each ECM unless stated otherwise:

- All electrical cabling required to connect photovoltaic modules into strings and arrays of panels per manufacturer recommended and code compliant cabling. Electrical connections from arrays to inverters and from inverters to the electric meter to be in code compliant conduit.
- Cutting and patching required for the installation of the work indicated, patching will match existing.
- Where connecting to existing electrical systems, JCI will match existing conduit and wiring materials of construction, unless existing installation does not meet current codes. In that case the new conduit and wiring will be installed that meets codes in effect at the time of contract signing.
- Demolition required to install the Scope of Work identified in each ECM. The Customer may identify any salvageable equipment prior to demolition, if any equipment is identified, then JCI will turn the equipment over to the Customer as-is, all other equipment and material will be disposed of properly.
- All work shall be performed in accordance with industry standards and approved safety practices.
- All work performed during standard 40 hour work week, Monday through Friday; weekends or overtime not included.
- Upon project close-out, manufacturer documentation (e.g. installation, operations, and maintenance manuals; etc.) shall be provided to the Customer.

#### GENERAL CONDITIONS, MECHANICAL, ELECTRICAL AND CONTROLS SCOPE OF WORK EXCLUSIONS:

The following is excluded in the Scope of Work for each ECM unless stated otherwise:

- Any information previously released either verbally or in writing shall be deemed preliminary and shall not bind JCI in any manner.
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Structural modifications (e.g. additional structural steel) deemed by licensed Structural Engineer to be required in order to accommodate the installation of the new photovoltaic systems;
- All work will be performed during normal work hours unless stated otherwise, there is no premium time included unless otherwise noted in the ECM Scope of Work.
- Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy.
- Hazardous material abatement or removal, such as but not limited to asbestos, lead paint mold/mildew, etc. unless noted otherwise in the ECM Scope of Work.
- Temporary space conditioning unless otherwise identified in an ECM Scope of Work.
- Power will be interrupted during the time of system interconnection and testing. All power shutdowns will be coordinated with Customer personnel. Temporary power will not be provided during shutdown.
- Underground or overhead utility redistribution due to excavation or site work.
- Upgrade of the existing transmission line due to new PV systems.
- Utility interconnection costs, fees, and assessments.
- Any building system design issues not related to the ECM Scope of Work is the responsibility of the Customer unless noted otherwise in the ECM Scope of Work.
- Repair or replacement of electrical equipment and the electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network.
- Connection to the Customers Wide-Area Network to be coordinated with Client's IT Services.
- The Customer will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.

## ASSURED PERFORMANCE GUARANTEE

### I. PROJECT BENEFITS

**B. Change Order Project Benefits Summary.** Subject to the terms and conditions of this Change Order, JCI and Customer agree that Customer will be deemed to achieve a total of \$117,143 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$2,021,307 in Measured Project Benefits during the term of this Agreement, as a result of the implemented scope of work outlined in Schedule 1a. Total Project Benefits for this new scope of work of \$2,138,450, are shown in the Change Order Project Benefits table below:

Change Order Project Benefits

Year	Guaranteed Measured Utility Cost Avoidance*	Guaranteed Non-Measured Utility Cost Avoidance*	Utility Incentive Benefits	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
1	\$ 79,248	\$ -	\$ 117,143	\$ -	\$ -	\$ 196,391
2	\$ 81,217	\$ -	\$ -	\$ -	\$ -	\$ 81,217
3	\$ 83,235	\$ -	\$ -	\$ -	\$ -	\$ 83,235
4	\$ 85,304	\$ -	\$ -	\$ -	\$ -	\$ 85,304
5	\$ 87,424	\$ -	\$ -	\$ -	\$ -	\$ 87,424
6	\$ 89,596	\$ -	\$ -	\$ -	\$ -	\$ 89,596
7	\$ 91,823	\$ -	\$ -	\$ -	\$ -	\$ 91,823
8	\$ 94,104	\$ -	\$ -	\$ -	\$ -	\$ 94,104
9	\$ 96,443	\$ -	\$ -	\$ -	\$ -	\$ 96,443
10	\$ 98,839	\$ -	\$ -	\$ -	\$ -	\$ 98,839
11	\$ 101,296	\$ -	\$ -	\$ -	\$ -	\$ 101,296
12	\$ 103,813	\$ -	\$ -	\$ -	\$ -	\$ 103,813
13	\$ 106,393	\$ -	\$ -	\$ -	\$ -	\$ 106,393
14	\$ 109,036	\$ -	\$ -	\$ -	\$ -	\$ 109,036
15	\$ 111,746	\$ -	\$ -	\$ -	\$ -	\$ 111,746
16	\$ 114,523	\$ -	\$ -	\$ -	\$ -	\$ 114,523
17	\$ 117,369	\$ -	\$ -	\$ -	\$ -	\$ 117,369
18	\$ 120,285	\$ -	\$ -	\$ -	\$ -	\$ 120,285
19	\$ 123,274	\$ -	\$ -	\$ -	\$ -	\$ 123,274
20	\$ 126,338	\$ -	\$ -	\$ -	\$ -	\$ 126,338
<b>Total</b>	<b>\$ 2,021,307</b>	<b>\$ -</b>	<b>\$ 117,143</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,138,450</b>

\*Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

\*\* Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.0%).

Within sixty (60) 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. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) 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.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its 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 and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

- (i) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.\*
- (ii) Project Benefits Surpluses. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.\*
- (iii) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

**New Total Project Benefits Summary.** Subject to the terms and conditions of the Agreement as modified by this Change Order, JCI and Customer agree that Customer will be deemed to achieve a revised total of \$2,523,566 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a revised total of \$5,461,254 in Measured Project Benefits during the term of this Agreement, as a result combined scopes of work. The revised Total Project Benefits for the entire scope of work of \$7,984,821, is shown in the revised Total Project Benefits table below:

Year	Guaranteed Measured Utility Cost Avoidance*	Guaranteed Non-Measured Utility Cost Avoidance*	Utility Incentive Benefits	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
1	\$ 207,268	\$ 2,629	\$ 262,936	\$ 59,173	\$ 600,000	\$ 1,132,006
2	\$ 213,078	\$ 2,707	\$ -	\$ 60,948	\$ -	\$ 276,733
3	\$ 219,052	\$ 2,789	\$ -	\$ 62,777	\$ -	\$ 284,617
4	\$ 225,195	\$ 2,872	\$ -	\$ 64,660	\$ -	\$ 292,727
5	\$ 231,511	\$ 2,958	\$ -	\$ 66,600	\$ -	\$ 301,070
6	\$ 238,006	\$ 3,047	\$ -	\$ 68,598	\$ -	\$ 309,651
7	\$ 244,685	\$ 3,139	\$ -	\$ 70,656	\$ -	\$ 318,480
8	\$ 251,553	\$ 3,233	\$ -	\$ 72,775	\$ -	\$ 327,561
9	\$ 258,615	\$ 3,330	\$ -	\$ 74,959	\$ -	\$ 336,903
10	\$ 265,877	\$ 3,430	\$ -	\$ 77,207	\$ -	\$ 346,514
11	\$ 273,344	\$ 3,533	\$ -	\$ 79,524	\$ -	\$ 356,400
12	\$ 281,023	\$ 3,639	\$ -	\$ 81,909	\$ -	\$ 366,570
13	\$ 288,919	\$ 3,748	\$ -	\$ 84,367	\$ -	\$ 377,033
14	\$ 297,038	\$ 3,860	\$ -	\$ 86,898	\$ -	\$ 387,796

Year	Guaranteed Measured Utility Cost Avoidance*	Guaranteed Non-Measured Utility Cost Avoidance*	Utility Incentive Benefits	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
15	\$ 305,388	\$ 3,976	\$ -	\$ 89,504	\$ -	\$ 398,868
16	\$ 313,974	\$ 4,095	\$ -	\$ 92,190	\$ -	\$ 410,259
17	\$ 322,803	\$ 4,218	\$ -	\$ 94,955	\$ -	\$ 421,977
18	\$ 331,883	\$ 4,345	\$ -	\$ 97,804	\$ -	\$ 434,032
19	\$ 341,220	\$ 4,475	\$ -	\$ 100,738	\$ -	\$ 446,433
20	\$ 350,822	\$ 4,609	\$ -	\$ 103,760	\$ -	\$ 459,191
<b>Total</b>	<b>\$ 5,461,254</b>	<b>\$ 70,630</b>	<b>\$ 262,936</b>	<b>\$ 1,590,000</b>	<b>\$ 600,000</b>	<b>\$ 7,984,821</b>

\*Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

\*\* Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.0%).

## II. NON-MEASURED CHANGE ORDER PROJECT BENEFITS

The Change Order Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non-Measured Project Benefits (as defined above). The information in this section summarizes the Non-Measured Project Benefits.

The parties acknowledge that Customer's capital contribution of \$230,000, to be paid in full to JCI in the first year of the performance period, shall result in the receipt by Customer of certain "Capital Cost Avoidance" benefits, which benefits are Non-Measured Project Benefits, as set forth below. It is understood between the Parties that (a) any equipment included in the Work for which capital outlay funds have been allocated for replacement are included in such Capital Cost Avoidance benefits; (b) equipment to be replaced pursuant to this Project that is at or near the end of its useful life is included in Capital Cost Avoidance benefits even if not budgeted, and Customer stipulates that for such equipment, failure and replacement is imminent within the Guaranty Term; and (c) Project Benefits allocable to Capital Cost Avoidance shall be the amortized cost of the equipment being replaced over the desired period, which must be no longer than the useful life of the equipment or the Guaranty Term (calculated as total installed cost / number of years).

Utility Incentive Benefits are also Non-Measured Project Benefits and are described below:

Utility Incentive Benefits	ECM	Year 1 Benefits	Escalation
The Focus on Energy RECIP Grant Incentive Benefit is the estimated result of a competitive renewable energy grant incentive program	ECM-5-LCCH	\$ 28,044	0%
The Focus on Energy RECIP Grant Incentive Benefit is the estimated result of a competitive renewable energy grant incentive program	ECM-4-LCC	\$ 29,286	0%
The Focus on Energy RECIP Grant Incentive Benefit is the estimated result of a competitive renewable energy grant incentive program	ECM-4-LCML	\$ 27,944	0%
The Focus on Energy RECIP Grant Incentive Benefit is the estimated result of a competitive renewable energy grant incentive program	ECM-3-LCMSC	\$ 31,869	0%
<b>Total Non-Measured Utility Incentive Benefits =</b>		<b>\$ 117,143</b>	

Focus on Energy RECIP Grant Incentive Benefits are estimated based on funding formulas current at the time of development but are not part of the financial guarantee. Utility Incentive Benefits are a one-time rebate anticipated to occur during Year 1 of the Project Benefits Term.

*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), in connection with the provision of M&V Services hereunder.

#### OPTION A

#### Retrofit Isolation: Key Parameter Measurement

The electrical production for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The electrical production for this FIM is generated through a production of electricity through the solar photovoltaic arrays; therefore, the measurement boundary is the Solar PV system itself.

Parameter	Measurement Frequency	Measurement Description
Irradiance (kWh/m <sup>2</sup> )	ongoing	The irradiance will be measured using a pyranometer. The value will be totalized, and the totalized value will be recorded on an hourly basis using the system software. Two pyranometers will be installed at the same tilt and azimuth angle as the PV array. One of these pyranometers will be the primary and will have a rated accuracy of +/- 2%. The other pyranometer will be a backup, will have a rated accuracy of +/- 5%, and will be used to fill in any gaps in the irradiance data from the primary pyranometer. The primary pyranometer will be sent to a manufacturer-certified laboratory every two years for recalibration starting year 4.
AC Energy (kWh)	ongoing	The AC energy will be measured using revenue-grade AC meters located near the AC interconnection point of each PV system.

The estimated energy production for this FIM is based on a computer simulation performed using the HeliScope software. Below is the baseline monthly and annual solar irradiance (plane of array) for La Crosse, based on the NSRDB TMY2 weather data for La Crosse Municipal Airport. Also shown in the table below is the Year 1 Energy production estimate for the combined output of the PV systems.

PV Array	Baseline Global Incident (Plane of Array) Irradiance (kWh/m <sup>2</sup> )	Baseline Year 1 AC Energy output (kWh)
Service Center PV Array	103	129,263
La Crosse Center PV 100 Kw Array	101	135,762
Main Library PV Array	95	127,485
City Hall PV Array	94	117,864
<b>Annual Total</b>	<b>NA</b>	<b>510,374</b>

Below is the Baseline AC Energy Output for the combined PV systems, by Project Year. These numbers include degradation of 3% during the first year then 0.5% per year thereafter from the 2nd until 20th year of the manufacturer's warranty period were accounted for in the savings model.

Project Year	Baseline AC Energy output(kWh)
1	510,374
2	507,822
3	505,283
4	502,756

Project Year	Baseline AC Energy output(kWh)
5	500,242
6	497,741
7	495,253
8	492,776
9	490,312
10	487,861
11	485,422
12	482,994
13	480,579
14	478,177
15	475,786
16	473,407
17	471,040
18	468,684
19	466,341
20	464,009

The energy production guarantee shall assume the monthly baseline (reference) solar irradiance as shown above. On an annual basis (recorded monthly), the total measured AC Energy output of the PV systems will be adjusted based on the actual measured plane-of-array solar irradiance received compared to the baseline (reference) plane-of-array solar irradiance, as per the following formula:

$$P_{Adjusted} = (P_{Measured}) \left( \frac{Q_{reference}}{Q_{actual}} \right)$$

Where P is energy measured in kWh and Q is solar irradiance measured in kWh/m<sup>2</sup>, either the actual measured or the reference as shown. If the adjusted amount of measured energy produced is less than the baseline energy for a given Project Year, the amount of kWh shortfall will be multiplied by the applicable \$/kWh electricity rate for the Student Community Center for that Project Year, and the result will be the PV FIM Project Benefit Shortfall for that year. If the adjusted amount of measured energy produced is greater than the baseline energy for a given Project Year, the amount of kWh surplus will be multiplied by the applicable \$/kWh electricity rate for the site for that Project Year, and the result will be the PV FIM Project Benefit Surplus for that year.

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

Customer agrees to notify JCI, within fourteen (14) 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.

Such a change, expansion, addition, 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) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) 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.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change 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 or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, 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 conclusive.

**IV. BASELINE USAGE AND UTILITY RATES**

The baseline usage and utility rates listed in the Agreement are not modified as a result of this Change Order.

The existing utility rate schedules for the Customer's facilities will be modified by the Customer's Utility Company by a net-metering schedule that limits the size of renewable resource generators to a maximum of 100 kilowatts (AC) per site. All proposed photovoltaic systems shall remain under this size and allow for utility bill credit equal to the savings as described in Schedule 2a.

However, should photovoltaic system size exceed 100 kilowatts (AC) but not exceed 200 kilowatts (AC) at any site, the existing rate schedules for the Customer's facilities will be modified by the Customer's Utility Company to a "self-supply" arrangement. Excess energy generated under the self-supply arrangement must be delivered to the grid and no utility bill credit will be provided for excess energy generation.

**VI. MEASUREMENT & VERIFICATION SERVICES**

The measurement and verification services outlined in the Agreement apply to the measures described in both Schedule 1 of the Agreement and Schedule 1a of this Change Order.

**CUSTOMER RESPONSIBILITIES**

In order for JCI to perform its obligations under this Change Order with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for the following in addition to Customer Responsibilities outlined in Schedule 3 of the Agreement:

17. Provide internet connectivity for the Performance Data Acquisition systems for each array to facilitate the ability for JCI to conduct M&V Services;
18. Abatement or removal any hazardous material, such as but not limited to asbestos, lead paint mold/mildew, etc;
19. Complete the installation of a new roof on the La Crosse Main Library, 800 Main Street, by June 1, 2020 as a condition precedent to JCI's installation of photovoltaic systems on the Main Library roof as described in the Scope of Work. If Customer does not complete installation of the new roof by that date, any work associated with the photovoltaic systems (design, engineering, equipment procurement, etc.) that has been completed by that date shall be reimbursed to JCI according to the Terms and Conditions of the Agreement;
20. Replace any failed roof decking uncovered during the replacement of the Ballroom roof at the La Crosse Center;
21. Structural modification cost (e.g. additional structural steel) deemed by licensed Structural Engineer to be required in order to accommodate the installation of the new photovoltaic systems;
22. 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;
23. Ensuring that renewable energy generation installed at Customer buildings remains within the maximum 100 kilowatts (AC) limitation imposed by the Customer's Utility Company's rate schedules, or, if additional renewable energy generation is installed at Customer buildings that notification of the modification is provided pursuant to Schedule 3 of the Agreement. JCI is not responsible for shortfalls due to Customer modifications that result in the Customer's Utility Company utilizing a rate schedule other than net-metering or a rate schedule that does not allow for a utility bill credit equal to the energy generated by the photovoltaic systems installed under this Change Order.
24. Any materials (hardware and software) not specifically defined in the scope of work for the JEM system, or addition of any meter points or equipment points, or integration to 3rd party BAS systems not currently enabled with a BACnet/IP connection.

**PRICE AND PAYMENT TERMS**

Customer shall make payments for this Change Order to JCI pursuant to this Schedule 4a.

1. Work. The price to be paid by Customer for the Work described in Schedule 1a shall be \$1,617,655. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due:	50%	\$808,828 due September 30, 2019
Second payment due:	10%	\$161,765 due December 31, 2019
Third payment due:	10%	\$161,766 due February 28, 2020
Fourth payment due:	10%	\$161,765 due April 30, 2020
Fifth payment due:	10%	\$161,766 due June 30, 2020
Final payment due:	10%	\$161,765 due August 31, 2020

2. M&V Services. The total price for JCI's additional M&V Services, not included in Paragraph 1 above, as detailed on Schedule 2a of this Agreement, is \$39,842. This amount will be paid to JCI in annual installments of \$12,890 escalating annually at a rate of three percent (3.0%). These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term.

First Annual amount due:	\$12,890
Second Annual amount due:	\$13,277
Third Annual amount due:	\$13,675

Due Date: The first day of the Guarantee Term, and annually on the anniversary date thereafter.

At the end of Project Benefits Year 3, as described in Schedule 2 & 2a, the M&V will transition from Option A to stipulated benefits for the remainder of the Guarantee Term. During Year 3, the Customer may elect to continue Option A at the current pricing and escalation rate.

NOTICE TO PROCEED

Johnson Controls, Inc.  
12000 West Wirth Street  
Wauwatosa, Wisconsin 53222  
ATTN: Jim Bieser

Re: Notice to Proceed for 9PZK-0002 City of La Crosse PC – Buildings, Change Order No. 1

Dear Jim Bieser:

This Notice to Proceed is being issued by City of La Crosse, WI ("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 Change Order No. 1 to such contract ("the Change Order").

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Change Order by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Change Order is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Change Order to the Performance Contract is executed. Once the Change Order is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

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.

City of La Crosse, WI ("Customer")

Signature: Timothy Kabat

Printed Name: TIMOTHY KABAT

Title: MAYOR

Date: 09/16/2019

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: David M. Peters

Printed Name: DAVID M. PETERS

Title: REGIONAL VP & GM

Date: 09/20/2019