



Project #: CN-001260-01
Contract #: R3092

Amendment No. 2 to Energy Services Contract

Customer Contract Title: Energy Services Contract	Customer Contract No. R3092
Customer Contract Effective Date: March 1, 2016	Amendment Effective Date: March __, 2023

Customer Name:	Meridian Community Unit School District #223
Customer Address:	207 W. Main Street
	Stillman Valley, IL 61084
Contact:	Attention: Dr. Phillip Caposey, Superintendent
Job Location:	Stillman Valley, IL

The Parties agree to amend the following sections in the Energy Services Contract to add an additional phase of work as follows:

ATTACHMENT D SCOPE OF WORK

The below Scope of Work shall be added to Attachment D of the Energy Services Contract for this Amendment No. 2 Scope of Services.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED) SECURE ENTRANCES + ASBESTOS CONTAINING MATERIAL (ACM) ABATEMENT

For all CPTED Secure Entrances, ENGIE will:

- Develop designs as outlined for 4 main entrances, 1 per school
- Use ENGIE's designs as a starting point - for District approval
- Properly demolish (demo), remove, and dispose of materials from the areas impacted to accommodate renovations
- Renovate, provide, and install new systems as described below
- Provide choice among standard colors for all materials and equipment for District approval
- Patch/repair/restore disturbed surfaces to match existing conditions as necessary
- Re-use and re-locate existing fire alarm devices as required

Highland Elementary School (HES)

- Expand nurse's office and storage area
- Properly abate, remove, and dispose of floor tile ACMs in existing storage room
- Relocate nurse's restroom to exterior wall
 - ADA compliant restroom

- Resilient floor tile
- Acoustical ceiling tile (ACT) and grid
- Toilet, sink, grab bars, mirror, and waste disposal
- Replace window glazing in restroom with opaque material
- Resilient flooring on visitor side of reception
- Workstation in teacher work room with solid surface countertop and plastic laminate base cabinets
- Storefront window system for main office area and interior vestibule door frames
- Walk-off vestibule carpet
- Re-use, relocate, and retrofit existing interior vestibule doors and associated hardware
- Re-use and relocate existing access control equipment

Monroe Center Elementary School (MCES)

- Convert main office including principal's office into a work room including:
 - Storage area with casework
 - In-fill existing nurse's office door openings
 - Modify existing acoustical ceilings, existing illumination circuits, and existing heating, ventilation, and air conditioning (HVAC) diffuser locations as required
 - Relocate existing hand-washing sink for staff restroom
 - Carpet tile in work room and storage area
 - Resilient flooring in nurses' office
- Convert existing work room into a main office including:
 - Principal's Office
 - Modify existing acoustical ceilings, existing illumination circuits, and existing HVAC diffuser locations as required
 - ACT and LED Lighting in principal's office
 - Reception desk with solid surface countertop and plastic laminate base cabinets
 - Existing carpet tile to remain in-use
 - Resilient flooring on visitor side of reception desk
- Vestibule:
 - Entrance door into office from vestibule including frame, door, and associated hardware
 - Retrofit existing interior vestibule doors and associated hardware
 - Re-use existing access control equipment

Meridian Junior High School (MJHS)

- Concrete stoop and connecting sidewalk at entrance
- Aluminum storefront system with door into main office
- Cable-stayed canopy
 - Gutter and downspout system to grade below with splash block
- Renovate main office including:
 - Closet door
 - Door and side lite into main hallway
 - In-fill existing door into main hallway
 - Plastic laminate reception desk with solid surface countertop and swing gate
 - Re-use and re-install two workstations
 - Re-use and re-locate existing airphone exterior and interior components
 - New electric wall mounted heater near new entrance door

Stillman Valley High School (SVHS)

- Access control card readers at gym and main office entrances
- Security window film on interior side of existing interior vestibule storefront system
- Open-air security booth including:
 - Aluminum/glass door with security window film and office lockset function
 - Roller shades on new storefront
 - 34" high-low wall enclosure
 - Aluminum storefront system above low wall up to 7'-2" above finish floor (A.F.F.)
 - Plastic laminate countertop on top of low wall along existing vestibule storefront

- One new duplex receptacle under new plastic laminate countertop. Extend electrical circuit from existing receptacle within the new security booth area.
 - One new data port for network connectivity under new plastic laminate countertop.
 - Flat panel LED with occupancy sensor and separate lighting circuit on wall from multi-purpose room
- Re-use and re-install existing magnetic lock on new storefront framing. Install wall-stop on new low wall for existing hallway doors.
- Security bollards at main entrance of SVHS including:
 - Doty + Sons Concrete Products #B161630
 - Seven 16" square bollards equally spaced, placed parallel to existing exterior vestibule storefront
 - 30" height x 16" length x 16" width including standard finish options
 - One bollard to be provided with a removable sleeve/post

Assumptions and exclusions for all CPTED Secure Entrances + ACM Abatement

- Assumes that District utilities are adequate + can be re-used
- Assumes adequate capacity of existing fire alarm control panels to accommodate required new devices
- Assumes adequate capacity of existing access control network equipment to accommodate required new devices
- Does not include landscaping (tree, shrub, and bush planting).
- Does not include ACM abatement unless specified. All other areas of ACM abatement are excluded
- Does not include HVAC + BAS equipment, upgrades, and/or updates unless specified
- Existing non-compliant (ADA) main office restroom at HES to remain as-is
- Existing non-compliant (ADA) nurse's restroom and staff restroom at MCES to remain as-is
- All existing exterior vestibule doors and hardware to remain as-is
- Re-use interior vestibule door systems at MCES
- Assumes HVAC to security booth area is provided from the multi-purpose room system at SVHS
- Access Control Wiring
 - For existing door frames, wiring will be surface mounted in wire-mold or similar
 - For new door frames, wiring will be concealed within new door frame
- Assumes District to provide these prior to and/or during construction to accommodate renovations:
 - District to provide removal and replacement of property, furniture, security cameras, and equipment from renovated spaces prior to commencement of construction
 - District to utilize alternative areas during construction
 - District IT department to remove, reinstall, and restore all technology
 - District to provide (from manufacturer) soap and towel dispenser(s) in all areas with sink(s) and tissue dispenser(s) in all areas with toilet(s) for ENGIE to install
 - District to provide temporary HVAC solutions if desired
 - District to provide additional surveillance equipment or systems if desired



ATHLETIC SPACE + SYSTEM INTEGRATION

ENGIE will:

- Develop designs as outlined for cardio room renovation and weight room integration at SVHS
- Use ENGIE's designs - for District approval
- Properly demo, remove, and dispose of materials and utilities from the areas impacted to accommodate renovations
- Renovate, provide, and install new systems per ENGIE's design
- Provide choice among standard colors for District approval
- Patch/repair/restore disturbed surfaces to match existing conditions as necessary

ATHLETIC SPACE + SYSTEM INTEGRATION

- Prepare site and new utilities to support renovations
- Extend concrete pad from east side of the athletic space to existing asphalt parking lot
 - Re-use existing parking blocks
- Renovate cardiovascular (cardio) area including:
 - Pre-engineered metal structure
 - Standing seam metal roof
 - Over 8" purlins with Simple Saver System™ (or equal) insulation with built-in vapor barrier
 - Exposed vapor barrier white interior ceiling finish on underside of roof insulation with exposed joists
 - Exterior wall
 - Face brick exterior finish
 - Exterior continuous rigid insulation with air gap
 - Metal stud with batt insulation in voids
 - Metal liner panel interior finish
 - Concrete footer and slab
 - Sealed concrete Interior flooring
 - Gutters + downspouts connected to existing stormwater drainage system outside exterior wall
 - LED fixtures suspended from roof system
 - In-slab quad electrical receptacle boxes
 - Office with finished walls including two windows for observation into weight and cardio rooms
 - Fire alarm devices as required per NFPA code integrated into existing fire alarm control panel
 - Three 10' roll-up doors and two man doors

Assumptions and exclusions for Athletic Space + System Integration

- Assumes that District utilities and stormwater systems are adequate + can be re-used
- Assumes heating and ventilation adequate from existing heating and ventilation rooftop unit that currently serves the current weight room configuration.
- Does not include HVAC modifications or systems for expanded weight room area. District may need to provide and utilize portable space heaters during winter to maintain desired space temperatures.
- Does not include modification or renovation of the existing weight room unless detailed above.
- Does not include ACM abatement
- Does not include additional video surveillance equipment for coverage or the cardio area
- Assumes District to provide these prior to and/or during construction to accommodate renovations:
 - District to provide removal and replacement of property, furniture, security cameras, and equipment from renovated spaces prior to commencement of construction
 - District to utilize alternative areas during construction
 - District IT department to remove, reinstall, and restore all technology

E-SPORTS LABORATORY INTEGRATION

ENGIE will:

- Develop designs to renovate the E-Sports Laboratory corridor wall system
- Use ENGIE's designs for District approval
- Properly demo, remove, and dispose of existing wall system outside Classroom 105 and student lockers
 - Removed wall system extends from the existing fin wall adjacent to the Classroom 105 door (per Health/Life Safety Plans) to the interior room partition wall shared with Classroom 103
 - Existing entrance door, fin wall, columns, and concrete locker base to remain in place
- Construct wall system on top of existing locker concrete base, matching depth from face of base in corridor to existing interior corridor wall
 - Extend low wall to approximately 42" A.F.F.
 - Match wall depth from existing locker base to the inside plane of existing corridor wall
 - Include solid surface sill for full depth of wall section on top of low wall
 - Durable impact-resistant painted gypsum board corridor wall
 - Existing interior wall to remain
 - Provide new windows above sill to provide viewing from the corridor into the E-Sports Laboratory

Assumptions and exclusions for E-Sports Laboratory Integration

- Does not include ACM abatement
- Assumes District to provide these prior to and/or during construction to accommodate renovations:
 - District to provide removal and/or replacement of security cameras, property, furniture, and equipment from renovated spaces
 - District to utilize alternative areas during construction
 - District IT department to remove, reinstall, and restore all technology

ATTACHMENT E PROJECT SCHEDULE

The below Preliminary Project Schedule shall be added to Attachment E of the Energy Services Contract for this Amendment No. 2 Scope of Services.

ENGIE Preliminary Project Schedule			
START DATE	FINISH DATE	ITEM	PARTY
Step 1: Planning			
Thursday, October 6, 2022	Thursday, October 6, 2022	Approve ENGIE No-Cost Amendment #1	Board
Monday, March 6, 2023	Monday, March 6, 2023	Public notice 10+ days prior to agreement	District
Thursday, March 16, 2023	Thursday, March 16, 2023	Neutral 3rd party architect/engineer approval letter delivered	ENGIE
Thursday, March 16, 2023	Thursday, March 16, 2023	Approve ENGIE Amendment #2 with confirmed GMP	Board
Friday, April 14, 2023	Friday, April 14, 2023	20% mobilization payment	District
Friday, March 17, 2023	Friday, March 17, 2023	Work begins	ENGIE
Step 2: Design, + Engineering			
Friday, March 17, 2023	Friday, March 17, 2023	Begin Final Design Process	ENGIE
Monday, April 3, 2023	Monday, April 3, 2023	Final Design Review meeting	District
Monday, April 3, 2023	Wednesday, April 19, 2023	Submittal, preparation, + review	ENGIE
Wednesday, April 19, 2023	Wednesday, April 19, 2023	Final ENGIE submittal approvals	District
Monday, May 1, 2023	Monday, May 1, 2023	Submit construction documents for permitting	ENGIE
Friday, May 12, 2023	Friday, May 12, 2023	Obtain all necessary permit/plan review approvals	ENGIE
Steps 3-5: Procurement, Construction Management, + Commissioning			
Wednesday, April 19, 2023	Friday, September 29, 2023	Lead time + delivery	ENGIE
Tuesday, May 30, 2023	Friday, August 11, 2023	Construction (All Other Items)	ENGIE
Tuesday, May 30, 2023	Friday, September 29, 2023	Construction (Athletic Space + System Integration at SVHS)	ENGIE
Steps 6-8: Operations, Maintenance, Training, + Final Completion			
Friday, August 11, 2023	Friday, August 11, 2023	Certificate of occupancy for student return	ENGIE
Friday, August 11, 2023	Friday, December 29, 2023	Closeout activities + staff training	ENGIE
Friday, December 29, 2023	Friday, December 29, 2023	Final Completion	ENGIE
*Agreement amendment approval initiates District financial commitment + guarantees not-to-exceed amount			

ATTACHMENT F PROGRESS PAYMENT SCHEDULE

The below payment schedule shall be added to Attachment F of the Energy Services Contract for this Amendment No. 2 Scope of Services.

Estimated Progress Payment Schedule						
Billing Date*	# of Days After Execution	Progress Billing % Amount	Cumulative	Fixed or Estimated	Amount	Billing Type
Thursday, March 16, 2023	0	20.0%	20.0%	Fixed	\$ 403,295	Mobilization Payment
Friday, April 14, 2023	29	0.0%	20.0%	Estimated	\$ -	Progress Payment
Monday, May 15, 2023	60	5.0%	25.0%	Estimated	\$ 100,824	Progress Payment
Wednesday, June 14, 2023	90	12.5%	37.5%	Estimated	\$ 252,060	Progress Payment
Friday, July 14, 2023	120	18.0%	55.5%	Estimated	\$ 362,966	Progress Payment
Monday, August 14, 2023	151	18.0%	73.5%	Estimated	\$ 362,966	Progress Payment
Wednesday, September 13, 2023	181	9.0%	82.5%	Estimated	\$ 181,483	Progress Payment
Friday, October 13, 2023	211	9.0%	91.5%	Estimated	\$ 181,483	Progress Payment
Monday, November 13, 2023	242	0.0%	91.5%	Estimated	\$ -	Progress Payment
Wednesday, December 13, 2023	272	8.5%	100.0%	Balance due	\$ 171,400	Final Completion Payment (Retention)
TOTAL IMPLEMENTATION COST					\$ 2,016,476	

*ENGIE 30-day billing cycle

Note: The Mobilization Invoice - upon contract execution - is a fixed amount.

All other billings will be made against the AIA Schedule of Values based on work completed.

Billings are due 30 days after invoice date.

ATTACHMENT H ENERGY MANAGEMENT AND GUARANTEE SERVICES

The below tables shall be added to the existing tables located in Attachment H of the Energy Services Contract to include the Amendment No. 2 Scope of Services.

IV. Savings Measurement + Verification Plan

ECM	Measurement + Verification Method Options			
	Electric Usage (kWh)	Electric Demand (kW)	Natural Gas Usage (Therms)	Domestic Water (kGal)
CPTED Secure Entrances, + ACM Abatement	N/A	N/A	N/A	N/A
E-Sports Laboratory Integration	N/A	N/A	N/A	N/A
Athletic Space + System Integration	Option A	Option A	N/A	N/A

Option A – Annual Operation Hours

Location	Space Type	Annual Operating Hours	Post Retrofit Operating Hours
Existing Weight Room	Classroom	1,920	1,440
Existing Cardio Trailer	Classroom	1,920	1,440
Athletic Space + System Integration	Classroom	1,920	1,440

Option A – Effective Utility Rates, by Location

Location	Blended Electric Utility Rate (\$/kWh)
HES	\$0.1134
MCES	\$0.1171
MJHS	\$0.1214
SVHS	\$0.1134

Note: Calculated using 2016 Energy Services Contract Rates, utilizing 3% Annual Escalation for Year 7 (2023)

Option A - Projected Savings Summary

SVHS

Solution Description	Option A Electric Usage Savings (kWh)	Option A Electric Demand Savings (kW)	Option A Natural Gas Usage Savings (Therms)	Option A Water Usage Savings (kGal)
CPTED Secure Entrances + ACM Abatement	0	0	0	0
E-Sports Laboratory Integration	0	0	0	0
Athletic Space + System Integration	4,541	1.9	0	0

Stipulated Energy Unit Savings Summary

SVHS

Solution Description	Stipulated Electric Usage Savings	Stipulated Electric Demand Savings (kW)	Stipulated Natural Gas Usage Savings	Stipulated Water Usage Savings (kGal)
CPTED Secure Entrances + ACM Abatement	0	0	0	0
E-Sports Laboratory Integration	0	0	0	0
Athletic Space + System Integration	0	0	0	0

Stipulated Non-Energy \$ Savings

Year	Long Term Operational Savings
1	\$ 94,926
2	\$ 98,723
3	\$ 102,672
4	\$ 106,779
5	\$ 111,050
6	\$ 115,492
7	\$ 120,112
8	\$ 124,916
9	\$ 129,913
10	\$ 135,110
11	\$ 140,514
12	\$ 146,135
13	\$ 151,980
14	\$ 158,059
15	\$ 164,381
16	\$ 170,956
17	\$ 177,794
18	\$ 184,906
19	\$ 192,302
20	\$ 199,994
Totals	\$ 2,826,714

**ATTACHMENT I
GUARANTEED SAVINGS**

The below table shall replace the existing table located in Attachment I of the Energy Services Contract to include the Amendment No. 2 Scope of Services.

Year	Guaranteed Savings
1	\$ 95,441
2	\$ 99,259
3	\$ 103,229
4	\$ 107,358
5	\$ 111,652
6	\$ 116,119
7	\$ 120,764
8	\$ 125,594
9	\$ 130,618
10	\$ 135,843
11	\$ 141,276
12	\$ 146,928
13	\$ 152,805
14	\$ 158,917
15	\$ 165,273
16	\$ 171,883
17	\$ 178,759
18	\$ 69,900
19	\$ -
20	\$ -
Totals	\$ 2,331,617

Note: Guarantee term ceases when total program savings meet or exceed the total program costs.

ATTACHMENT K FINANCIAL PROFORMA

The below table shall be added to the existing table located in Attachment K of the Energy Services Contract to include the Amendment No. 2 Scope of Services.

Financial Aspects of Performance Based Program for Meridian CUSD #223 - Amendment No. 2

Total Project Amount **\$ 2,016,476**

School Violence Prevention Program Grant (Awarded) \$ 500,000

Estimated Rebates + Incentives \$ -

Total Estimated Rebates, Incentives, + Grants **\$ 500,000**

Total Amount Financed **\$ 1,516,476**

1	2	3	4	5	6
Year	Net Energy, Repair, + Maintenance Savings	Long Term Operational Savings	Total Program Savings	Estimated Financing Payment	Net Savings
1	\$ 515	\$ 94,926	\$ 95,441	\$ (116,581)	\$ (21,140)
2	\$ 536	\$ 98,723	\$ 99,259	\$ (116,581)	\$ (17,322)
3	\$ 557	\$ 102,672	\$ 103,229	\$ (116,581)	\$ (13,352)
4	\$ 579	\$ 106,779	\$ 107,358	\$ (116,581)	\$ (9,223)
5	\$ 602	\$ 111,050	\$ 111,652	\$ (116,581)	\$ (4,928)
6	\$ 627	\$ 115,492	\$ 116,119	\$ (116,581)	\$ (462)
7	\$ 652	\$ 120,112	\$ 120,764	\$ (116,581)	\$ 4,183
8	\$ 678	\$ 124,916	\$ 125,594	\$ (116,581)	\$ 9,013
9	\$ 705	\$ 129,913	\$ 130,618	\$ (116,581)	\$ 14,037
10	\$ 733	\$ 135,110	\$ 135,843	\$ (116,581)	\$ 19,262
11	\$ 762	\$ 140,514	\$ 141,276	\$ (116,581)	\$ 24,695
12	\$ 793	\$ 146,135	\$ 146,928	\$ (116,581)	\$ 30,347
13	\$ 825	\$ 151,980	\$ 152,805	\$ (116,581)	\$ 36,224
14	\$ 858	\$ 158,059	\$ 158,917	\$ (116,581)	\$ 42,336
15	\$ 892	\$ 164,381	\$ 165,273	\$ (116,581)	\$ 48,692
16	\$ 927	\$ 170,956	\$ 171,883	\$ (116,581)	\$ 55,303
17	\$ 965	\$ 177,794	\$ 178,759	\$ (116,581)	\$ 62,178
18	\$ 1,003	\$ 184,906	\$ 185,909	\$ (116,581)	\$ 69,328
19	\$ 1,043	\$ 192,302	\$ 193,345	\$ (116,581)	\$ 76,764
20	\$ 1,085	\$ 199,994	\$ 201,079	\$ (116,581)	\$ 84,498
Totals	\$ 15,336	\$ 2,826,714	\$ 2,842,050	\$ (2,331,617)	\$ 510,433

Notes By Column:

- (1) Years after implementing improvements
 - (2)+(3) Escalated annually to account for inflation by 4.0%
 - (3) Based upon expected useful life of existing systems
 - (4) Columns 2 + 3 using IPMVP Option A + stipulated calculations
 - (5) Based upon 20-year term + estimated interest rate of 4.5%
 - (6) Sum of Columns (4) + (5)
- Guarantee term ceases when program savings meet or exceed program costs

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

In Attachment A of the Energy Services Contract, Section 1.7 is added and is applicable for this Amendment No. 2 Scope of Services to include the following language:

1.7 Proof of Financial Arrangements: Customer intends to pay for the Amendment 2 Scope of Services using grant funds and fund balances, and the use of such funds for this Scope of Services has been authorized by Customer's Board.

**ATTACHMENT B
DESIGN BUILD TERMS AND CONDITIONS**

In Attachment B of the Energy Services Contract, Section 16. Force Majeure shall be amended and is applicable for this Amendment No. 2 Scope of Services to include the following language:

16. Force Majeure: Shall include – “regional epidemic or global pandemic”.

		Projected Savings Impact					
			kWh	kW	Therms	CCF	Dollars
Original Contract Amount:	\$9,097,198.00	Original Contract:	27,181	0	2,417	0	\$4,265.00
Prior Change Order(s) Will Add (Deduct):	\$70,110.00	Prior Amendments	0	0	0	0	\$0.00
This Amendment Will Add (Deduct):	\$2,016,476.00	* Amount this Amendment	4,541	0	0	0	\$606.00
Revised Contract Amount:	\$11,183,784.00	Revised Contract Amount:	31,722	0	2,417	0	\$4,871.00
Original Contract Start Date (Signed):	3/1/2016	* (Monthly Breakdown Below)					
Original Contract Complete Date:	9/29/2016	January					
Amendment No. 2 Complete Date:	12/29/2023	February					
		March					
		April					
		May					
		June					
		July					
		August					
		September					
		October					
		November					
		December					

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **ENGIE Services U.S. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

**MERIDIAN COMMUNITY UNIT SCHOOL
DISTRICT #223**

ENGIE SERVICES U.S. INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RETURN EXECUTED ORIGINALS TO: ENGIE Services U.S. Inc., 12980 Foster Street, Suite 400, Overland Park, KS
66213, Attn: Legal Department