#### **ADDENDUM #3**

(Change in Scope & Price)

**CORPORATION: Mt. Vernon Community School Corporation** 

PROJECT: Mt. Vernon CSC - 2019 GSC Project

**DATE: March 3, 2023** 

BY: Shambaugh & Son, LP

This Addendum is issued in accordance with the provisions of the Guaranteed Savings Contract - dated October 8<sup>th</sup>, 2019 and becomes a part of the Contract Documents as provided therein. This Addendum provides for additional owner approved scopes of Work as depicted in the Specifications section below.

These incorporated scopes of work will be performed on a lump sum basis as an extension of the existing Guaranteed Energy Savings Contract. The total contract value will change from \$1,048,062.00 to \$1,534,562.00 to include the additional costs associated with additional scopes of work (Total net additional dollar value of \$486,500.00).

## PART 1 - CONTRACT REQUIREMENTS:

Shambaugh & Son, LP (PROVIDER) shall adjust the project contract value to that previously stated above. The total guaranteed savings shall modify as stated below.

## **PART 2 - SPECIFICATIONS:**

## **Exhibit A: Scope of Work and Services**

#### 1. Article 1: Scope of Services

The following described scopes of work and services shall be added to the contractual scopes of work.

### Mt. Vernon High School - Baseball Field Lighting Replacements

- 5.1 Disconnect, remove and dispose of (5) existing baseball field light poles.
- 5.2 Disconnect, remove and dispose of existing baseball field lighting control panel.
- 5.3 Provide and install (6) new Musco LED Athletic field light poles.
- 5.4 Provide and install Musco Control and monitoring lighting panel.
- 5.5 Provide and install all underground conduit and wiring for (6) new light poles including conduit for future speakers.
- 5.6 Installation will be per NEC 2008.
- 5.7 Spoils shall remain on site.
- 5.8 We include general clean up.
- 5.9 We exclude any additional top soil for infill of rutting.
- 5.10 We include reseeding of disturbed areas.
- 5.11 Work shall be performed during normal 6am to 4 pm weekday hours.
- 5.12 Overtime and premium time is excluded.
- 5.13 Tax excluded.
- 5.14 We include a one year warranty on installation and the manufacturer's warranty terms.

# 2. Article 2: Construction Period

Equipment procurement shall commence upon execution of this document and the construction period shall commence as necessary based on vendor availability of equipment and materials.

# **Exhibit B: Performance Assurance Agreement**

# 1. Article 1: Guaranteed Savings

Replace the existing Table 1.2 with this table below;

Table 1.2

	Stipulated Savings		Guaranteed Measured and Verified Savings	Annual Guaranteed Savings
Annual Period	Energy	Operation & Maintenance and Avoided Cost of Capital	\$	\$
Construction	\$0	\$0	\$0	\$0
Year 1	\$61,062	\$176,562	\$0	\$237,624
Year 2	\$61,062	\$176,562	\$0	\$237,624
Year 3	\$61,062	\$176,562	\$0	\$237,624
Year 4	\$61,062	\$176,562	\$0	\$237,624
Year 5	\$61,062	\$176,562	\$0	\$237,624
Year 6	\$61,062	\$176,562	\$0	\$237,624
Year 7	\$61,062	\$176,562	\$0	\$237,624
Total				
Guaranteed Savings	\$427,434	\$1,235,934	<b>\$0</b>	\$1,663,368

# **Exhibit D: Draw Schedule**

Shambaugh & Son, LP shall invoice for the adjustment in contract value.

END OF ADDENDUM	
Agreed to for the Client:	
Signature:	
2.5	
Name/Title:	
Date:	
Agreed to for the Provider:	Shambaugh & Son, L.P.
Signature:	
Name/Title:	Cale Campbell, PE, DBIA - Senior Vice President/Division Manager
Date:	