

**CONTRACT FOR WORK  
DOCUMENT NO. 1528-14647**



**COOK COUNTY**

**GURANTEED ENERGY PERFORMANCE CONTRACT  
PACKAGE No. 1**

**PHASE II INSTALLATION AND IMPLEMENTATION**

**COOK COUNTY CORPORATE BUILDINGS**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**FOR THE  
DEPARTMENT OF CAPITAL PLANNING AND POLICY  
PHIL BOOTHBY, DIRECTOR**

**ISSUED BY:  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
SHANNON ANDREWS, CHIEF PROCUREMENT OFFICER**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

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## GUARANTEED ENERGY PERFORMANCE CONTRACT

### Phase II Installation and Implementation

THIS GUARANTEED ENERGY PERFORMANCE CONTRACT "Contract" or "Phase II Agreement") is made and entered into by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois and home rule unit of local government under Section 6 of Article VII of the Illinois Constitution of 1970 (the "County") and NORESKO, LLC (the "ESCO").

IN CONSIDERATION OF the recitals and the covenants and agreements set forth herein, the Parties agree as follows:

#### SECTION 1. RECITALS.

A. The County is the owner of George Dunne Administration Building at 69 W. Washington St, County Building at 118 N. Clark, and 500 E 51<sup>st</sup> St., in Chicago, IL (collectively the "Facilities") as further described in detail in Exhibit B.

B. The County issued a Request for Proposals ("RFP") to solicit proposals from qualified providers to provide for a guaranteed energy performance project and the ESCO was selected as a qualified provider.

C. As part of its response to the RFP, the ESCO prepared a preliminary energy analysis of the Facilities ("Preliminary Analysis") that included (i) a survey and review of available utility data and Facilities mechanical equipment, operating parameters and systems; (ii) an estimate of potential energy savings over the specified term, with detailed description of assumptions governing energy savings estimates; (iii) recommended energy conservation opportunities for the Facilities; (iv) estimated maximum cost of the energy performance contracting services for the Facilities; (v) estimated annual measurement and verification costs; and (vi) the proposed cost of the Investment Grade Audit to the County if no amendment to the Guaranteed Energy Performance Contract providing for Phase 2 energy performing contracting services was entered into.

D. Based on the response to the RFP and the Preliminary Analysis, the ESCO was selected pursuant to the RFP process to enter into this Contract (the "GEPC") with the County for services at three (3) Facilities.

E. [Intentionally left blank]

F. Pursuant to the RFP, the parties entered into Contract No. 1323-13107 for a comprehensive energy use and savings analysis of the Facilities (the "Phase I Investment Grade Audit" or "IGA") in order to determine the feasibility of proceeding with Phase II of the Energy Performance Contracting Project.

G. Phase II of the GEPC ("Phase II Services") consists of the installation and implementation of the energy conservation measures ("ECMs" and each an "ECM") at the Facilities.

H. Section 5 of the IGA provided that if the ECMs were demonstrated to be feasible pursuant to the IGA, and if the amount of energy and operating cost savings could be reasonably ascertained and guaranteed in an amount sufficient to cover all costs, including anticipated financing



costs, associated with an energy performance contracting project at the Facilities, as detailed in the GEPC, the County and the ESCO intended to negotiate an amendment containing additional terms and conditions governing the GEPC, Phase II, under which the ESCO would design, procure, implement, provide training, maintain and monitor such ECMs at the Facilities and perform such other services and improvements as are agreed to by the Parties (the "Project").

I. The ESCO has prepared a report setting forth, among other things, (a) an assessment of the energy consumption characteristics of various buildings at the Facilities, (b) specific energy analysis related to the Facilities and their operations, and (c) recommendations for projects or programs to achieve cost and/or energy savings in the operation of the Facilities, together with preliminary conceptual designs for such projects or programs which meet the feasibility requirements under the GEPC over a financing term of twenty (20) years (the "Phase I Report"). The GEPC permits the addition of "Additional Items" if such Additional Items do not cause the cost of the Project to exceed project cost savings under the performance guarantee and such additional buildings have been identified in the Phase I Report as meeting such criteria.

J. The County and the ESCO now wish to enter into this Contract containing terms and conditions upon which the ESCO will perform for the County the design, engineering, installation, repairs, retrofit, performance monitoring, guarantee reconciliation, and training services set forth in the Phase I Report as the Phase II Services and more fully described in the "Scope of Services" attached hereto as Exhibit C and the other terms and provisions of this Contract (the "Project"). The Scope of Services specifically describes the energy conservation measures and related services which the ESCO proposes to install at or in the vicinity of the Facilities.

K. The ESCO has agreed to provide a guarantee of the energy savings and operational cost reductions in the form attached hereto as Exhibit G (the "Savings Guarantee"), based on the measurement and verification protocols and plan set forth in Exhibits H (the "Measurement and Verification Plan" or "M&V Plan"). The guarantee of energy savings and operational cost reductions is to be on an annual basis to the County as a result of the Project and the acquisition and installation of the ECMs. The ESCO will reimburse the County for any shortfall of the Savings Guarantee as calculated per the M&V Plan.

L. The ESCO desires to undertake the Project and provide the Savings Guarantee all in accordance with the terms and provisions of this Contract and the other Contract Documents.

M. The County and the ESCO wish to enter into this Contract, pursuant to which the ESCO will perform the Phase II Services described herein.

N. [Intentionally left blank]

O. Section 1.3.7 of the IGA is hereby amended through Section 2 of this Contract so that the "Financing Term" shall be no longer than 20 years. See Section 2-40.

P. NOW, THEREFORE, for and in consideration of the recitals and mutual covenants and agreements set forth in this Contract, the Parties agree as follows:

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. Definitions. All capitalized terms used in this Contract shall have the meaning set forth below, or in Exhibit C.

1. "ACM" means asbestos containing material and associated debris.
2. "Allowance Services" means other professional services and/or items of work germane to the Contract and not otherwise included in this Contract.
3. "Anti-Terrorism Laws" is defined in Section 9.I.1.
4. "Building" or "Buildings" means the individual buildings and facilities where the Project is being implemented and the Work is being done. "Buildings" for purposes of Warranty Period means the County Building and the George Dunne Administration Building, each of which are further described in Exhibits B and C.
5. "Budget" means the cost of the Project as approved by the County.
6. "Change Order" or "CO" means a document authorizing an increase/decrease in Contract Sum or an adjustment of Contract Time. Change Orders include only previously approved Proposal Requests ("PR") and/or Construction Change Directives ("CCDs"). A single Change Order may include multiple PR's and/or CCDs.
7. "Chief Procurement Officer" means the County's Chief Procurement Officer, whose duties and responsibilities are more particularly described in the Cook County Code, Chapter 34, Article IV.
8. "Confidential Information" is defined in Section 9.M.
9. "Contract" means this Contract.
10. "Contract Documents" means this Contract with the Exhibits, the Design & Engineering Documents (once approved by the County as provided in Section 7.B), any Change Orders, the GEPC (as amended by the Contract) and any other documents listed in the Contract and any modifications to the foregoing documents issued after execution of this Contract.
11. "Construction Change Directive" or "CCD" means a document used to obtain cost information from the ESCO for an immediate change and/or modification to the Contract Documents. Generally, a field directed change.
12. "Construction and Installation Period" means the period during which the ESCO is conducting Construction and Installation Services at the Facilities to construct, install, equip, test and complete the Project from the Notice to Proceed until Final Acceptance of the entire Project.
13. "Construction and Installation Services" means the completion of design, construction, equipping and installation of the Project on all Work Sites as required pursuant to the Contract Documents.

14. "Construction Manager" means the County's independent owner's representative selected by the County to provide oversight over all or portions of the Work as determined by the Project Director and to act in the County's stead in providing direction to the ESCO in accordance with the Contract Documents, as more fully described in Section 6.J.

15. "Construction Operations Phasing Plan" means a construction operation phasing plan detailing the ESCO's phasing and staging of the Work at the Facilities and including the anticipated order of construction, installation and Substantial Completion of ECMs and ECM Groupings at various Work Site.

16. "Contract Sum" is the sum of the amounts described in Sections 4.A and 4.C, inclusive.

17. "Contract Time" is the time from the Effective Date until the end of the Guarantee Period.

18. "Schedule of Values" is described in Section 5.D.

19. "COUNTY," "County" or "Owner" means the County of Cook, a body politic and corporate of the State of Illinois. When approval or other actions are required of the County, the County shall mean the "Project Director" unless otherwise indicated in this Contract.

20. "County Consultant" includes, as applicable, a contractor engaged by the County with recognized expertise in a particular field, to provide specialized support in regard to (i) environmental assessments and, if required, the performance of Environmental Work or (ii) energy savings analysis.

21. "County Representative" is generally defined as the Project Director, but can be a Construction Manager or other representatives, as determined by the Project Director.

22. "Completion Dates" means the Completion Dates within the Project Schedule which need to be met in order for all ECMs and ECM Groupings to achieve Substantial Completion by five hundred twenty seven (527) days from the Notice to Proceed Date and for the entire Project to be ready for Final Acceptance by five hundred seventy (570) from the Notice to Proceed Date.

23. "Day(s)" shall mean calendar day(s) unless otherwise specified herein. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal holiday, or holidays recognized by the County.

24. "Deliverables" means all submissions and deliverables prepared by or on behalf of the ESCO, described in this Contract, including but not limited to Design Materials, Submittal Materials and Project Documents and required to be provided by ESCO. Deliverables include Electronic Deliverables and Printed Deliverables. Third party software and materials that are proprietary to ESCO and any of its subcontractors under this Contract are excluded from the definition of "Deliverables" and are addressed in Section 15.D.

25. "Design & Engineering Documents" are the working designs, schematics, drawings, specifications, and other documentation setting forth in detail the requirements of the construction and installation of each ECM at each Work Site or Facility in accordance with the Contract Documents.

26. "Design Submittal Materials" are the copies of and other tangible embodiments of the drawings, specifications, designs, plans, "architectural work" (as such term is defined in the Architectural Works Copyright Protection Act of 1990) and other documents, prepared by or on behalf of the County, the ESCO, and/or Subcontractors in connection with the Project or the Services

27. "Design Services" are the design and engineering services the ESCO will provide for the Project as further described in Section 7.

28. "Dispute" is described in Section 16.

29. "ECMs" and each, an "ECM", is defined in Recital G and listed in Exhibit B.

30. "ECM Grouping" means a grouping of ECMs by Work Site or Facility which are sufficiently integrated as a system so that they will be tested and commissioned together in order to achieve Substantial Completion, as described in Exhibit U by ECM, Work Site and Facility. Testing of ECMs and ECM Groupings shall take into account seasonal load conditions as described in Section 8.M.

31. "Effective Date" means the date established pursuant to Section 3.B as the date when the Services under this Contract shall commence.

32. "Electronic Deliverables" shall mean Project Documents to be delivered in electronic format as further described in Section 3.G.

33. "Environmental Incentives" means all rights, credits (including tax credits), rebates, grants, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Project or the development or installation of the ECMs and the reduction of energy usage by the Facilities. Without limiting the forgoing, Environmental Incentives include utility rebates or incentive programs, green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any state tax credit program, grants from nongovernmental organizations, and the right to claim federal income tax credits under Sections 45 and/or 48 of the Internal Revenue Code.

34. "Environmental Work" means any services or work involving removal, cleanup, or other remedial action in connection with a Hazardous Material or Mold.

35. "ESCO Representative" is the individual appointed as principal representative of the ESCO to receive and initiate all communications to and from the County and be authorized to render binding decisions related to the Services. Additional duties of the ESCO Representative are set forth in Section 9.D.

36. "Excusable Event" is defined in Section 13.F.

37. "Facilities" means the Buildings, grounds and other improvements and real estate owned by the County where the Work will be done under this Contract.

38. "Final Acceptance" means the issuance by the County of a Certificate after receipt of an application from the ESCO that the Project has been completed and all requirements for such completion have been met, including Punch List items.

39. "Final Acceptance Date" is the date of Final Acceptance.

40. "Financing Term" as the term is used in the GEPC shall mean twenty (20) years.

41. "GEPC" or "Guaranteed Energy Performance Contract" means this Contract.

42. "Guarantee" means the Savings Guarantee attached hereto as Exhibit G whose terms are hereby incorporated into this Contract as if fully set forth herein and as if separately executed.

43. "Guarantee Period" shall commence on the first day (1<sup>st</sup>) day of the month following the Final Acceptance Date and shall terminate at the end of twenty (20) years from the Final Acceptance Date unless terminated earlier as provided for herein.

44. "Guarantee Period Services" means the performance guarantee, monitoring, Project modification, guarantee reconciliation, Performance Tracking Services, and other services to be performed during the Guarantee Period as described in Exhibits G, H and I of this Contract.

45. "Guaranteed Annual Savings Amount" is defined in Exhibit G.

46. "Hazardous Material" means (A) any substance which is listed, defined, designated or classified under any state, federal, or local law relating to the protection of the environment or human health as a (i) hazardous material, constituent, or waste, (ii) toxic material, substance, constituent, or waste, (iii) radioactive material, substance, constituent, or waste, (iv) dangerous material, substance, constituent, or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; or (B) petroleum, petroleum products, radioactive matters, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials.

47. "Intellectual Property Rights" means any patents, copyrights, trademarks, service marks, trade secrets and similar and related intellectual property rights protected by law.

48. "LEED-EB" means the Leadership in Energy and Environmental Design (LEED) for Existing Buildings: Operations & Maintenance Green Building Rating System developed by the U.S. Green Building Council.

49. "Manufacturers' Warranties" are those manufacturer's warranties and guarantees applicable to each ECM or ECM Grouping, as identified in Exhibit R.

50. "Measurement and Verification Plan" or "M&V Plan" is the plan for the verification and measurement of the performance of the ECMs and the Project set forth in Exhibit H and further described in Exhibit G.

51. "Measurement & Verification Services Payments" are the annual payments to the ESCO for Measurement & Verification Services in the amounts set forth in Exhibit I.

52. "Measurement & Verification Services" means those services to be provided by the ESCO to measure and verify the performance of the ECMs described in Exhibit H.

53. "Mold" means any type or form of fungus or similar biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing.

54. "Notice to Proceed" means the notice to be issued by the Office of Capital Planning and Policy authorizing the ESCO to commence Services under this Contract

55. "Notice to Proceed Date" or "NTP Date" means the date noted in the NTP issued by the Office of Capital Planning and Policy to the ESCO to begin Services under this Contract.

56. "Parties" means the ESCO and the County, collectively. "Party" means either the ESCO or the County, individually.

57. "Shortfall Payment" is described in Section 4.C and is defined in Exhibits G and H.

58. "Phase I Report" means the report prepared by the ESCO dated December 1, 2014 with addendum dated March 30, 2015 that sets forth, among other things, (a) an assessment of the energy consumption characteristics of the Facilities, (b) specific energy analysis related to the Facilities and their respective operations, and (c) recommendations for projects or programs to achieve cost and/or energy savings in the operation of the Facilities, together with preliminary design materials.

59. "Printed Deliverables" shall mean text-based Project Documents such as reports, interim reports, progress reports, meeting minutes and similar materials required or requested to be provided in hard copy pursuant to Section 3.G or elsewhere in this Contract.

60. "Project" is defined in Recital H and Exhibit C.

61. "Project Closeout" refers to the phase in the Project lifecycle when a certificate of Final Acceptance for the entire Project has been issued by the County and all documentation required of the ESCO has been provided to the County as required by the Contract Documents.

62. "Project Closeout Items" includes, but is not limited to, all the following items, which are to be provided by the ESCO to the County, all training materials, all construction photographs (including negatives or digital format, as applicable); a copy of the final approved Project Schedule; the as-built (drawings) mark-ups required under Section 8.B.9; any and all keys and tools used by the ESCO or its Subcontractors which were paid for with County funds; and any and all keys to County facilities which are in Contractor's possession or in possession of its Subcontractors, and any of their employees.

63. "Project Director" means a representative of the County designated by the Director of Capital Planning and Policy.

64. "Project Documents" means all data, the Design & Engineering Documents, Design Materials, test results, studies, meeting minutes, all schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared, developed, gathered or received by the ESCO, its Subcontractors, agents and employees pursuant to this Contract.

65. "Project Schedule" means the schedule or schedules attached as Exhibit F, as it may be updated from time to time, which is a critical path method of scheduling of all Project activities and milestones related to the design, construction, installation and implementation of the entire Project and all aspects of the Work and for each ECM, prepared by the ESCO and approved by the County in accordance with Section 5.C. The Project Schedule include may include a responsibility matrix and a construction operations phasing plan, as agreed to by the Parties during approval and updating of the Project Schedule.

66. "Proposal Request" or "PR" means a document used to obtain cost information from the ESCO or the ESCO's Subcontractors for work items proposed to be added to or deducted from the project that were not included in the original Contract Documents but are required to complete the Work, add or delete items from the Work or change parts of the Work.

67. "Punch List" means a list of minor items, adjustments and/or corrections of Work to be completed after Substantial Completion of each ECM or ECM Grouping and prior to Final Acceptance of the Project, which minor items, adjustments and/or corrections of Work do not prevent an ECM, ECM Grouping or the Project from being used for the respective purposes for which such ECM, ECM Grouping or the Project is intended and which will not prevent the issuance of applicable permits or certificates for such use.

68. "Records" means time sheets, payroll records, labor costs, materials and equipment costs, expense journals and billings from ESCO's contractors, subcontractors, agents and data as well as information necessary to support the Savings Guarantee calculations.

69. "Responsibility Matrix" means a schedule which addresses and identifies all active roles for key individuals involved in the Project, including in particular the ESCO's Key Personnel.

70. "Annual Savings Guarantee" means, as to any year in Guarantee Period, the annual guarantee of energy savings set forth in Exhibit G for such year.

71. "Savings Guarantee Payments" are the payments to be made to the County by the ESCO in the event of Savings Shortfalls as described in Exhibit G.

72. "Savings Shortfalls" means shortfalls between "Guaranteed Savings" and "Verified Savings" as each are defined and described in Exhibit G which results in a Savings Guarantee Payment.

73. "Scheduled Completion Dates" means each of the Completion Dates and the Final Acceptance Date as determined in the Project Schedule.

74. "Senior Officer" means the Director of Capital Planning, the Bureau Chief of the County's Department of Economic Development, the County's Chief Procurement Officer or the President of the County or the president or any executive vice president of the ESCO.

75. "Services" or "Phase II Services" shall mean collectively the Design Services, the Construction and Installation Services, Measurement & Verification Services, any Allowance Services, Maintenance Services and any other services to be provided by the ESCO under this Contract as further described in the Contract Documents. The Services include, but are not limited to the provision of architectural, engineering and other professional and licensed services required to provide the complete

design of the Project, including all licenses and stamps required; and the provision of all surveys and permitting services, including obtaining permits and/or approvals as required from all authorities having jurisdiction over the Project, including all trades, specialized and general, materials, labor, machinery, utilities and everything else required and incidental to provide the Project so that it may be used by the County upon Final Acceptance.

76. "Standard of Care" means the degree of skill, care and diligence normally shown by (and generally accepted as being appropriate for) nationally recognized design, engineering, and construction professionals performing services and work of a scope, purpose and magnitude comparable with the Contract Services and in compliance with all applicable laws, codes, ordinances and industry standards related to the Project, including but not limited to zoning, building, environmental and health codes and regulations, site and easement restrictions, permit, licensing, certification and accreditation guidelines.

77. "Standards of Service" shall mean the standards of service for the ECMs set forth in Exhibit T.

78. "Subcontractor" means any partnership, firm, corporation or entity other than an employee of ESCO, who contracts with the ESCO to furnish services, labor, materials, or labor and materials at the Building or otherwise in connection with the Project. This term also includes subcontractors of any tier, suppliers, fabricators or manufacturers, whether or not in privity with the ESCO. The intended Subcontractors are listed in Exhibit D, as it may be amended from time to time as permitted in this Contract. The ESCO is to receive written approval from the County, which shall not be unreasonably withheld, prior to entering into a subcontract with any firm not listed in Exhibit D.

79. "Substantial Completion" means on a per Work Site or Facility basis as to any ECM or ECM Grouping, that the following has been achieved: (i) the County has determined, in consultation with the ESCO, that the Work for such ECM or ECM Grouping has been sufficiently implemented in accordance with the Contract Documents, including successful testing and commissioning of all components and systems required by the Contract Documents for such ECM or ECM Grouping to so tested and commissioned prior to Substantial Completion so that, after completion of testing and commissioning, such ECM and ECM Grouping meets all the required performance standards under Exhibit T and such ECM or ECM Grouping is fully completed except for minor items, adjustments and/or corrections which do not interfere with the use of such ECM or ECM Grouping as intended by the Project Documents; (ii) any certificates of occupancy needed in connection with the Work have been issued; (iii) the ESCO has turned over to the County all Warranty Materials related to such ECM or ECM Grouping as required in Section 8.N, including the provision of all training manuals, drawings and documents required by the Project Documents, (iv) all necessary governmental authorities have issued approval that the applicable Work to be occupied or used and (v) the County has issued a Certificate of Substantial Completion setting forth the date thereof and such Certificate has been signed by the County, the ESCO and any Construction Manager, if required by the County. For purposes of commencement of the Warranty Period described in Section 10.C, "Substantial Completion" is achieved on a Building by Building basis.

80. "Substantial Completion Dates" means the respective dates on which Substantial Completion of an ECM or ECM Grouping is achieved as to a Work Site or Facility, or as to the commencement of the ESCO Warranty Period as to a particular Building, the date at which Substantial Completion of all ECMs in such Building is achieved as further described in Section 10.C.



81. "USA Patriot Act" is defined in Section 9.I.1.

82. "ESCO Warranty Period" means for each ECM in a Building, the 365 days running from and after the date of Substantial Completion of each ECM within such Building, as described in Section 10.C.

83. "Work" means the work and Services required by the Contract Documents during the Construction and Installation Period and the Warranty Period, including correction or replacement of work, equipment and services required pursuant to this Contract and includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO's obligations under this Contract.

84. "Work Sites" means the Buildings and Facilities or portions of Buildings and Facilities where ESCO will perform the Work and will provide the Measure & Verification Services during the Guarantee Period.

B. Priority of Contract Documents. In the event of a conflict or inconsistency among the Contract Documents, the following order of precedence shall govern the interpretation of such documents:

a. Approved Change Orders, Amendments to this Contract to the GEPC and Modifications;

b. This Contract (excluding the Exhibits to the Contract);

c. Exhibit G;

d. The Exhibits to the Contract, other than Exhibits C and G;

e. Exhibit C;

f. The Design & Engineering Documents; and

g. The Phase I Report, dated December 1, 2014, with Addendum dated March 30, 2015.

h. [Intentionally left blank]

C. Rules of Interpretation. The following rules of interpretation shall apply to this Contract.

1. The term "include" (in all its forms) means "include, without limitation" unless the Contract clearly states otherwise.

2. All references in this Contract to Sections or Exhibits, unless otherwise expressed or indicated are to the Sections or Exhibits of this Contract. Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

3. Any headings preceding the text of the Sections of this Contract, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Contract, nor do they affect the meaning, construction or effect of this Contract.

4. Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

### SECTION 3. EFFECTIVE DATE; CONTRACT TIME, AND SCOPE OF SERVICES.

A. Contract Time. The "Contract Time" is the period of time from the Effective Date, until the end of the Contract Guarantee Period. The Contract Time combines the Construction and Installation Period and the Contract Guarantee Period pursuant to the Project Schedule. The "Construction and Installation Period" is the period of time from the Notice to Proceed Date until Final Acceptance of the entire Project, which shall not be later than five hundred seventy (570) days from the Notice to Proceed. The "Contract Guarantee Period" is the period of time from date of Final Acceptance of this Project by the County and shall terminate at the end of twenty (20) years from the date of Final Acceptance, unless sooner terminated as provided for herein. The currently estimated Contract term will run from July 08, 2015 to January 30, 2037

B. Effective Date; Notice to Proceed. The "Effective Date" is the date on which the County issues the written Notice to Proceed.

C. Scope of Services. Exhibit C sets forth a Scope of the Services to be provided under this Contract, detailing the specific tasks to be performed by the ESCO. Exhibit C is intended to describe the Services in detail and not to limit the Services in any way. Therefore, if a service or task is described in this Contract but not included in Exhibit C, ESCO shall be obligated to provide the service or task. If a service or task is described in Exhibit C and not in this Contract, ESCO shall be obligated to perform the service or task. In the event of a conflict between the terms set forth in this Contract and specific items described in Exhibit C, ESCO shall perform the service or task in the manner most beneficial to the County, as determined by the Project Director.

D. Timing of Substantial Completion. The ESCO will achieve Substantial Completion of the ECMs and the ECM Groupings in accordance with the Project Schedule set forth in Exhibit F. Except as permitted in this Contract, Substantial Completion of the last of the ECMs and ECM Groupings shall take place no later than five hundred twenty seven (527) days following the Notice to Proceed Date, subject only to adjustments of the Project Schedule as permitted by Section 13.E of this Contract (the "Substantial Completion Date");

E. Final Acceptance. Subject only to time extensions of the Contract Time as permitted by Section 13.E of this Contract, the ESCO will successfully achieve Final Acceptance of the Project by no later than five hundred seventy (570) days following the Notice to Proceed Date.

F. Extraordinary Measures. If the County determines through reasonable evidence that the performance of the Work is behind schedule such that the ESCO will be unable to achieve Substantial Completion in accordance with the Project Schedule, the County shall direct the ESCO in writing to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities and (iii) other similar measures (collectively "Extraordinary Measures"). The determination of whether the progress of the Work is behind schedule shall take into account any extensions in time to which the ESCO is entitled under 13.E.

herein. The County is hereby permitted to continue use of Extraordinary Measures until the progress of the Work complies with the stage of completion required by the Contract Documents. The County's right to require Extraordinary Measures is solely for the purpose of the ESCO's achievement of Substantial Completion in accordance with the Project Schedule. The County may exercise its rights under or pursuant to this Section frequently as the County deems reasonably necessary to ensure that the ESCO's performance of the Work will comply with the Project Schedule and the Contract Documents. This Section 3.F shall not be deemed to apply to the extent that such delays are due to Excusable Events within the meaning of Section 13.F. All disputes as to degree to which Excusable Events have delayed the Project shall be handled pursuant to the Disputes provisions of Section 16.

G. Deliverables. All Electronic Deliverables shall be delivered or emailed to the Project Director and any Construction Manager. When required by file size, "delivery" shall mean the physical delivery of a CD, "flash drive" or other agreed to electronic medium readable by the County in such quantities as the County may request. In addition, one reproducible copy of all Electronic Deliverables shall be provided. The ESCO shall, as a part of its Services submit Printed Deliverables as follows: When required by file size, "delivery" shall mean the physical delivery of a CD, "flash drive" or other agreed to electronic medium readable by the County in such quantities as the County may request. In addition, one reproducible copy of all Electronic Deliverables shall be provided. The ESCO shall, as a part of its Services submit copies of printed Deliverables in such numbers as are requested by the Project Director or any Construction Manager to be submitted in hard copy. The ESCO acknowledges that Printed Deliverables may include drawings, plans and similar material that are otherwise considered Electronic Deliverables. Copying and printing of Printed Deliverables and other similar deliverables shall be printed on both sides of the paper. Paper utilized for submissions and deliverables shall be recycled paper containing at least 30 percent post-consumer content, unless use of such recycled paper is not practicable. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions shall be effective upon receipt of written notice thereof from the County to the ESCO.

#### SECTION 4. BASIS OF COMPENSATION TO THE ESCO.

A. Compensation for Construction and Installation Services. The County will pay the ESCO for the due, proper, and complete performance of the Construction and Installation Services as required hereunder an amount not to exceed \$11,386,016 (the "Construction and Installation Amount"), such amount to be based on the Payment Schedule set forth Exhibit J. Payments of the Construction and Installation Amount shall be submitted monthly and shall be based on the percentage of Construction and Installation Services completed as determined in the Cost Loaded Schedule set forth as part of Exhibit J. The Construction and Installation Amount shall include all expenses and reimbursement.

B. (Intentionally Left Blank)

C. Compensation for Measurement & Verification Services. Commencing upon the Savings Guarantee Commencement Date and continuing until the expiration or earlier termination of this Contract, the ESCO will perform the Measurement & Verification Services. During the Guarantee Period, the County will make annual payments to the ESCO for the Measurement & Verification services in the amounts set forth in Exhibit I (each, a "Measurement & Verification Payment") in advance due forty-five (45) days following the submission of an invoice meeting the requirements of this Contract.

D. Contract Sum. The sum of the amounts described in Sections 4.A and 4.C above shall be known as the Contract Sum.

E. Environmental Incentives. Except as set forth in this Subsection, the County will own, and may assign or sell in its sole discretion, all right, title, and interest associated with Environmental Incentives. Environmental Incentives will not be included within any calculation of savings or otherwise reduce the ESCO's responsibility for achieving the "Guaranteed Annual Savings Amount" or "Guaranteed Project Savings Amount," as such terms are defined in Exhibit G. Upon Final Acceptance of the Project, the County agrees to execute the required written allocation and declaration under Section 179D of the Internal Revenue Code to allow the ESCO to develop the documentation to support a 179D application for the mutual benefit of the County and the ESCO. If the ESCO claim for the tax benefit results in net revenue above the costs of the application the value of that net revenue shall be equally shared between the County and the ESCO.

## SECTION 5. PROJECT SCHEDULE

A. Time of the Essence. TIME IS OF THE ESSENCE FOR THIS CONTRACT. The ESCO agrees to commence the Work in conformity with the provisions set forth herein and to prosecute the Work with all due diligence, so as to achieve Substantial Completion of all ECMs and ECM Groupings in the Project by no later than 527 days following the Notice to Proceed Date using double shift, weekend and holiday work when necessary. This Section 5.A shall not be deemed to apply to the extent that such delays are due to Excusable Events within the meaning of Section 13.F. All disputes as to degree to which Excusable Events have delayed the Project shall be handled pursuant to the Disputes provisions of Section 16.

B. Project Schedule. The Project Schedule for the entire Project has been included as Exhibit F. The Project Schedule will be updated by the ESCO and submitted to the County at least monthly and, if requested by County, in electronic format. The ESCO will submit a revised Project Schedule when ESCO's planned sequence is changed or when Project changes are made that affect the Project Schedule. Any changes to the Project Schedule will not be effective until such changes have been reviewed and approved by the County. When performing the Work, the ESCO will comply with the Project Schedule. The ESCO recognizes that the Work will take place in County owned Facilities which are occupied by the County and may involve sensitive on-going operations. The ESCO will be sensitive at all times to the operational needs of the County during performance of the Services and will coordinate with the County to protect the health and safety of County, its employees, residents, invitees and other persons who may be present in the Facilities during the performance of the Services, and the ESCO will avoid unreasonable inconvenience to and interference with the County's conduct of business. Any monthly updates shall not operate to extend the Project Schedule except in accordance with Section 13.E. Any revisions to the Project Schedule shall not delay, obstruct, hinder or interfere with the commencement, progress or completion of any other Work on the Project except in accordance with Section 13.E.

C. The ESCO shall submit an updated Project Schedule, including the Construction Operations Phasing Plan for approval by the County or its Program Manager within ten (10) days of execution of the Contract. The itemization and format shall be subject to the approval of the County or

its Program Manager. Work shown on the schedule shall be organized by Facility and by Work Site using "hammocks" and tasks shall be indexed to a trade subcontractor with such detail as the Project Director may reasonably require consistent with a Project of this nature and the way in which the ESCO plans to phase the work. The Project Schedule shall include, as a minimum, the activities noted below and be supplemented by the ESCO to provide a complete schedule overview.

1. *Preconstruction:*
    - Notice to Proceed
    - Coordination Meeting
    - Design/Submittal Permit Documents
    - Obtain Permit from appropriate governing authorities
    - Key Submittals
    - Procurement of Long Lead Items
    - Site Preparation; Demolition
  
  2. *Construction and Installation*
    - Equipment Installation
    - Restoration of Sites to Good Condition
    - Systems Test, Balance, Adjustment and Commissioning
    - Application for Substantial Completion with Punch List
    - Substantial Completion Walkthrough and Punch List Review
- Close Out*
  - Punch List Work
  - Staff Training
- Final Acceptance and Closeout Documentation*

D. **Schedule of Values.** The ESCO has prepared and the County has approved a Project Schedule and Corresponding Schedule of Values for activities related to the Construction and Installation Services (attached hereto as portions of Exhibit J and referred to with the County form of schedule as the "Schedule of Values"). The Schedule of Values (1) identifies the Project activities to be performed by the ESCO by ECM or ECM "Grouping, Work Site, electrical or mechanical activity and by trade together with such other detail as has been agreed to by the parties and (2) assigns a dollar value to each such activity which aggregates to the compensation amount for Construction and Installation Services as set forth in Section 4.A. The ESCO shall update the Schedule of Values quarterly or when requested by the County; provided, however, that any changes in the Schedule of Values shown in such update shall not become effective unless and until such changes are first approved by the County. The County reserves the right to require reasonable revisions to the Schedule of Values in the interests of clarity or to better reflect the nature of the Project.

E. **Submittals.** Within twenty-one (21) days after the Notice to Proceed Date, the ESCO shall submit to the County a schedule of delivery for all submittals of products and equipment required by the Contract Documents to the County. The ESCO shall include a separate transmittal letter with each submittal, identifying the item by manufacturer and by model number. Each submittal shall have a chronological submittal number. As and when requested by the Project Director, the ESCO shall submit appropriate documentation for review by the County (e.g. shop drawings, product submittals, product sheets) for all materials and for all mechanical, telecommunications, plumbing, electrical, fire and security systems, equipment, fixtures, personal property, and other items, in all detail required by the submittal matrix included in Exhibit B, but, at a minimum, describing the following, as defined in

the submittal schedule, as applicable: Physical dimensions and space required for operations, weight; structural requirements of the Facility; power requirements; exhaust requirements; water requirements; chemical requirements; air-conditioning requirements; maintenance requirements; conveying system requirements; supplies required. The ESCO shall submit copies of brochures/technical materials for each item in such Printed Deliverables or Electronic Deliverable form as the County shall reasonably request. The County reserves the right to request additional information regarding any product to be used in the Project.

F. Failure to Meet Project Schedule. If the ESCO fails to accomplish portions of the Work within the period set forth in the Project Schedule, or fails to achieve Scheduled Completion Dates set forth in the Project Schedule, and if no extension of the Contract Time is agreed to by the County, the ESCO shall provide to the County upon request a written recovery plan indicating the manner in which the ESCO intends to recover the lost time in order that the Project can be completed within the Contract Time, including resort to any Extraordinary Measures as set forth in Section 3.F. If the ESCO fails to provide a realistic recovery plan, and if the County reasonably deems the delay to be material, then the County may declare the delay to be a default under the Contract and may proceed in accordance with Section 17.C. If the milestone dates are not achieved, then the County shall have the right to require an acceleration plan that restores the schedule and ensures meeting all subsequent milestone dates. The default provisions of this Section 5.F shall not be deemed to apply to the extent that such delays are due to Excusable Events within the meaning of Section 13.F. All disputes as to degree to which Excusable Events have delayed the Project shall be handled pursuant to the Disputes provisions of Section 16.

#### SECTION 6. COUNTY ROLE AND PARTICIPATION.

A. Project Director and Escorts. The County shall endeavor to render approvals, acceptances and decisions required by the ESCO in a reasonably expeditious manner for the orderly progress of the ESCO's services and the Project and in accordance with the Project Schedule; provided that there shall be no damages for delay by the County. The Project Director shall, on behalf of the County, act as the primary point of contact for the ESCO with the County and endeavor to render decisions in a timely manner where such decisions do not result in any change or modification of the Contract Documents or of the Project. The ESCO's communications with the County, including but not limited to all reports, should be directed through the Project Director to the greatest extent possible, except for written notices, which shall be made in accordance with Section 20.J. The County may substitute a new Project Director through written notice to ESCO. The County will also provide a suitable number of escorts to accompany ESCO personnel during the Project at the Facilities in order for the ESCO to meet the Construction Schedule, such number to be determined at meetings between the Project Manager and senior personnel of the ESCO. Following Final Acceptance of the Project, the County shall provide such escorts as may be needed for the ESCO to perform the Measurement & Verification services as determined by the parties.

B. Information to ESCO. Subject to the County's security requirements at the Facilities ("County Security Requirements"), the County agrees to provide to ESCO reasonable access to the Facilities and surrounding sites and furnish information necessary for ESCO to perform its responsibilities under this Contract. Such access and information will include, but is not limited to, the following items:

- All mechanical equipment rooms in the Facilities;
- All temperature control and energy management systems which control part or all of any of any of the Facilities;

- Personnel with responsibility for operating and/or managing the Facilities;
- Monthly utility invoices and billing history for all of the meters listed in Exhibit B;
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed in Exhibit G; and
- Any data from utility meters or submeters relevant to the Measurement & Verification Services. The County understands that the utility meter and submeter data provided will be the primary source of data used in baseline energy development and may be used in the Measurement and Verification process.

Any information or documentation provided by the County to the ESCO relating to the Project or the Facilities is provided only for the convenience of the ESCO. The County makes no representation or warranty as to the sufficiency, completeness or accuracy of such information. However, County understands that such data may have been used in baseline energy development and may be used in energy savings verification process. The Parties further agree that the ESCO may not be able to independently verify utility data provided by third party utilities to the County as to energy use and that in the absence of the means of such independent verification, the ESCO may reasonably rely on such information (provided that the ESCO has made all reasonable efforts to verify such information with the County's assistance).

C. Operations. The County will operate the ECMs after Final Acceptance in accordance with the manufacturers' recommendations and the procedures and operating manuals provided by the ESCO.

D. Required Maintenance. Except for the ECMs described in Exhibit B as relating to Steam Traps ("Steam Traps ECMs") the County agrees to maintain the Project and all associated equipment impacting the performance of the ECMs and the Facilities in accordance with the maintenance requirements attached as Exhibit K, with allowance for normal wear and tear. The ESCO shall survey the Steam Trap ECMs in accordance with Exhibit K. Subject to County security requirements at the Facilities, the County will provide access to the Steam Trap ECMs at the times agreed upon and make all reasonable provisions for the ESCO to access the Steam Trap ECMs so that required survey may be performed in an efficient manner. Any required repair or replacement of steam traps shall be the responsibility of the County.

E. Malfunctions. The County will notify the ESCO as soon as practicable but, in the absence of emergency conditions affecting the Facilities, the County will endeavor to notify the ESCO within forty-eight (48) hours from the time of discovery in the event of any malfunction in the operation of the ECMs or any equipment installed by the ESCO under the Contract Documents.

F. Protection of ECMs. Except in case of emergency, the County will not remove, move, alter, turn off or otherwise significantly affect the operation of the equipment installed pursuant to the Project or the operation of the ECMs without notice to and approval of the ESCO, which shall not be unreasonably withheld. The County shall act reasonably to protect the ECMs from damage or injury in the same fashion which it protects its own property at the corresponding Facility and shall follow the ESCO's instructions regarding actions which significantly affect the ECMs except in case of emergency. The County will not move, alter or change the ECMs in any way that reduces their level of

efficiency or the savings generated by the ECM or the equipment installed pursuant to the Contract Documents without following the operational procedures provided by the ESCO or obtaining the approval of the ESCO, which shall not be unreasonably withheld.

G. Measurement and Verification System. The County shall not move, modify or otherwise alter the measurement and verification system or any component thereof without consent of the ESCO unless: (i) such action is in accordance with the operating manuals and procedures provided by the ESCO at Substantial Completion; (ii) in case of an emergency in which case the County will seek to act reasonably and contact the ESCO prior to such actions if such prior contact is possible in the reasonable opinion of the County.

H. Changes to Facilities. The County will notify the ESCO as to significant changes in any of the Facilities that would be expected to change the energy usage at such Facility so as to increase or decrease energy consumption at such Facility would increase or decrease by at least five percent (5%) over the prior equivalent month, taking into account seasonal adjustments.

I. Energy Usage Data. The County will make available to the ESCO, on a monthly basis for the term of this Contract, copies of all energy bills, energy usage data and such other information reasonably needed by and as requested by the ESCO to determine and satisfy its obligations under the Contract Documents.

J. Construction Manager. The County may elect to appoint an independent Construction Manager for the Project to assist the Project Director and act as an owner's representative at the Work Sites. The Project Director would inform by letter the ESCO of any appointment of a Construction Manager promptly after such appointment. Any such Construction Manager would have the authority to act on behalf of the County as its representative set forth in such appointment letter, subject to the provisions of this Section 6.J., unless otherwise modified by written instrument to the ESCO by the Project Director. The Chief Procurement Officer and the Project Director may issue instructions to the ESCO through the Construction Manager. Nothing contained in the Contract Documents shall create any contractual relationship between the Construction Manager and the ESCO. The Construction Manager shall not have the authority to stop the Work. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the ESCO's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the ESCO, Subcontractors, or any of their agents or employees, or any other persons performing Work.

## SECTION 7. DESIGN SERVICES

A. Work Site Visits. In performing under the Phase I Audit Agreement and in producing the Phase I Report, the ESCO has already conducted many Work Site visits and has become thoroughly familiar with the existing conditions at the each of the Work Sites. The ESCO has also already been furnished with such as built drawings and other materials of the County related to the Work Sites. Following the Notice to Proceed, the ESCO shall complete all necessary Site Visits in order to proceed with the Design Services and Construction and Installation Services in accordance with the Project Schedule, subject to County security requirements. All Work Site visit requests by the ESCO or any Subcontractors will be handled through the Project Director or a Construction Manager and shall



require at least five (5) business days advance notice to the County (unless the Project Director authorizes a shorter notice period on a case by case basis). The ESCO shall report to the County (to the extent not already in the Phase I Report) any pre-existing conditions which would adversely affect the Project and note and photograph pre-existing damage and irregularities (as requested and permitted by the County after consultation with the Project Director) at any of the Work Sites which could adversely affect the Project. Notwithstanding anything to the contrary contained in this Contract and without limitation on any other rights and remedies of the County, the ESCO shall be obligated at its cost and expense to revise any document prepared by the ESCO, its subcontractors, agents or employees for the Project if the matters covered by such revisions should reasonably have been discovered by the ESCO in the performance and observance of its Services under this Contract.

#### B. Design & Engineering Documents

1. The ESCO will prepare, for written approval by the County (to the extent not already approved as part of the Phase I Audit Agreement), working designs, schematics, drawings, specifications and other documentation setting forth in detail the requirements of the construction and installation of each ECM at each Work Site or Facility in accordance with the Contract Documents ("Design & Engineering Documents"). The County shall reasonably cooperate in providing existing as built drawings and other materials relevant to the Project regarding various Work Sites or Facilities which may be needed for the ESCO to complete Design & Engineering Documents or to apply for permits for Constructions and Installation Services. The Design & Engineering Documents may be submitted in successive packages separate by ECM and by Work Site or Facility in an order agreed to by the parties for each stage of design, each of which shall address separate construction trades. The Design & Engineering Documents shall contain such content and detail as is necessary to properly complete the construction and installation of such ECM and provide information customarily necessary for the use of such documents by those in the building trades. The Design & Engineering Documents must specify lead times for product and equipment orders and, if known, the applicable cancellation fees for those equipment orders. Notwithstanding the foregoing, the ESCO may request approval in writing from the Project Manager to make a product order for long lead items which require at least three months to be received following an order to be received prior to completion of the Design & Engineering Documents if necessary to meet the Project Schedule ("Special Orders"). The Project Manager's approval as to a Special Order, however, is deemed only to denote acceptance of manufacturer of the product ordered, but such acceptance does not mean approval by the Project Manager or the County for design, performance or suitability of such product for the intended Facility or Work Site. Where required by law and as delineated in Exhibit B, the Design & Engineering Documents must bear the stamp or seal of architects or engineers licensed by the State of Illinois.

2. Except as set forth in Section 7.B.1 as to Special Orders, the ESCO covenants and agrees that it will not commence the procurement or construction for any ECM at a specific Work Site until the County has approved the related Design & Engineering Documents for such ECM at such Work Site and all related permits are issued. The ESCO shall also represent with each such approval package that the Design & Engineering Documents are accurate and free from any errors or omissions and are in compliance with and accurately reflect all applicable laws in effect at the time of such submission. At any time, the ESCO will, at no expense to County, promptly modify any Design & Engineering Documents which are not in accordance with applicable laws or are inaccurate or contain errors or omissions. The ESCO acknowledges and agrees that the County will have no liability for cancellation fees applicable to equipment orders until after the County has approved the Design & Engineering Documents for such equipment on a Work Site or Facility basis; provided that in the case

of Special Orders, the County shall be responsible for cancellation fees if the County cancels the ECM which uses such product.

3. The ESCO acknowledges and agrees that any review, approval, comment or evaluation by the County of any Design and Engineering Documents prepared by or on behalf of the ESCO is solely for the County's purposes in determining for its own satisfaction the suitability of the Project or portions thereof for the purposes intended therefor by the County, and may not be relied upon by the ESCO, its Subcontractors, or any other third party as a substantive review thereof. The County, in reviewing, approving, commenting on or evaluating any Design & Engineering Documents, will have no responsibility or liability for the accuracy or completeness of such documents, for any defects, deficiencies or inadequacies therein or for any failure of such documents to comply with the requirements set forth in the Contract Documents; the responsibility for all of the foregoing matters being the sole obligation of the ESCO. In no event will any review, approval, comment or evaluation by the County relieve the ESCO of any liability or responsibility under this Contract, it being understood that the County is at all times ultimately relying upon the ESCO's skill, knowledge and professional training and experience in preparing any plans, drawings, specifications or other documents.

4. No Work shall be done without proper Design and Engineering Documents as summarized in Exhibit B. The Design and Engineering Documents shall include, at a minimum, all relevant dimensions, placements, clearances, methods and materials of construction. The ESCO shall determine methods and means and divisions of work among its Subcontractors.

5. Design and Engineering Documents to be Available. The ESCO shall keep one complete set of all current Design and Engineering Documents, including shop drawings, other submittals, addenda and change orders at the respective Work Sites, in order, and available to the County and any Construction Manager. The Design and Engineering Documents kept on-site shall be kept up to date by replacing obsolete sheets with revised sheets as they are issued. Office or reference copies shall retain obsolete Drawings for historical documentation purposes, which shall be clearly marked as "superseded".

#### SECTION 8. CONSTRUCTION AND INSTALLATION SERVICES.

##### A. Pre-Construction: Permits and Approvals.

1. In General. The ESCO shall secure and pay for all necessary permits (including hauling permits), approvals, assessments and charges, including, without limitation, construction building permits, required for the proper execution and completion of the Work in accordance with the Project Schedule.

2. Status Reports; Failure to Obtain Permits. The ESCO shall provide the County and any Construction Manager with a written status report on the permit review process as to all permit applications, beginning two (2) weeks after the filing of the first such application and every two (2) weeks thereafter until all necessary permits have been issued. If the ESCO requires assistance in the permitting process from the County, the ESCO shall request such assistance in writing, directed to the Project Director specifying the nature of the assistance request.

3. Copies to be Provided. A copy of each permit application shall be submitted to the County within five (5) calendar days after filing for such application. A copy of the actual permit shall be submitted to the Project Director and to any Construction Manager within five (5) calendar days after

its receipt by the ESCO. The ESCO shall also provide copies to the Project Director and any Construction Manager of all correspondence, applications, and transmittals related to the permitting of the Project when submitting the related permit.

B. Construction and Installation Services

1. Procurement. Following receipt and review of all necessary permits and approvals to commence the Construction and Installation Services for an ECM at a Work Site or Facility, as determined by the ESCO and the Project Director, the ESCO shall proceed to procure all materials and equipment needed for such ECM in accordance with the Project Schedule. Special attention shall be given to long lead items and the Project Director will be informed of any supplier delays in providing such items.

2. Quality of Work, Labor and Workmanship, Materials and Equipment. All Work to be performed under this Contract shall be of the industry quality workmanship and shall be executed by mechanics and artisans skilled in their respective trades. Unless otherwise specified in the Contract Documents, the ESCO shall provide and pay for all materials, labor, tools and equipment, necessary for the execution of the Work. Unless otherwise specified, all material shall be new and reasonably acceptable to the Project Director. Discontinued products, model numbers, or other out of production items will not be accepted by the County unless such consent is agreed to in writing signed by the Project Director. Materials and equipment provided by ESCO shall not be subject to any conditional bill of sale, security agreement, financing statements, chattel mortgage or other claim. The ESCO shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The ESCO will only employ and permit the use of such labor as shall not result in jurisdictional disputes or strikes or cause disharmony with the tenants, other contractors, agents, and employees at the Facilities or other sites affiliated with the County. Any worker or other person involved in the performance of the Work who, in the opinion of County, is incompetent or careless in the execution of the Work or otherwise unsatisfactory shall be immediately removed upon request of the County. The ESCO will enforce strict discipline and good order among ESCO's employees and other persons carrying out the Work. Local preferences shall be complied with in accordance with Section 9.I.11.

3. Work to Be in Accordance with Contract Documents, regulatory codes and the Project Schedule. The ESCO is responsible for the construction of the Project in accordance with the Contract Documents, including the Project Schedule. The ESCO shall consult with the County and any Construction Manager regarding Work Site use and improvement; and the selection of materials, building code issues which could delay the Project, building systems and equipment. The ESCO shall evaluate and make recommendations to County and any Construction Manager concerning construction feasibility, labor utilization and avoidance of labor disputes, material procurement, equipment rental or purchase, life cycle costing, phasing and early start of portions of the Work. All equipment and materials shall be installed in strict accordance with the last edition of the Code of the National Fire Protection Association; provided that any changes in such Code occurring following the Notice to Proceed which require additional cost or Work may be subject to an equitable adjustment or a Change Order pursuant to the Section 13. The ESCO shall comply with all code requirements for Underwriters' Laboratories, Inc. labels. The ESCO shall pay, or cause the responsible Subcontractor to pay, all fees and cost that may become necessary in complying with this Section. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Construction and Installation Services including, without limitation, all items and services which are consistent with, reasonably contemplated by, or reasonably inferable from the Contract Documents as being within the scope of the Project and the Work, whether or not such items and services are specifically mentioned therein.

4. **Inspection and Responsibility** Upon reasonable notice (except in cases of emergency or where such notice is prohibited by law or court order), the County shall have a right to inspect any Work, equipment, products and materials to be used in carrying out this Contract. The County does not assume any responsibility for the availability, quality or standards of any materials, products and equipment required under this Contract, which shall be the responsibility of the ESCO. The ESCO shall also be responsible for the quality and standards of all completed Work furnished under this Contract.

5. **Delivery and Installation.** The ESCO is responsible for any and all delivery and warehousing costs, charges and fees, and bears full responsibility for loss of or damage to materials, systems and equipment until acceptance at site of installation. The ESCO shall be responsible for the assembly, installation, interconnection, calibration, and start-ups including any final electrical power and/or other utility connections and mounting. All Work by the ESCO in conjunction with installation shall be in accordance with the applicable editions of all federal, state, and local codes and standards including but not limited to the Chicago Electrical Code, National Electrical Manufacturers Association and NFPA 70 - National Electrical Code. Provided that any changes in such codes occurring following the Notice to Proceed which require additional cost or Work may be subject to an equitable adjustment or a Change Order pursuant to the Section 13.

6. **Control Over Means, Methods, and Techniques.** The ESCO is solely responsible for and will have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters.

7. **Cutting and Patching.** The ESCO will do all cutting, fitting, and patching necessary for the completion of the Work and the Project and will not alter or endanger any existing portion of the Facilities or any material or equipment installed therein without the consent of the County.

8. **No Reliance Upon County Representations.** The ESCO has satisfied itself, by its own independent investigation of the Work Sites and through preparation of the Phase I Report regarding all the visible and reasonable ascertainable (to professionals trained in such investigation) conditions of the specific areas in the Work Sites affected by the Work to be done and materials to be furnished and has executed this Contract based solely on such investigation, study and determination made by it, and not in reliance upon any representation by County or by anyone acting for or on behalf of County.

9. **As Built Mark Ups.** The ESCO shall keep legible notes of all the deviations and discrepancies in the underground, concealed conditions and all items of construction and Work on field drawings (the "As-Built Mark-ups") and shall submit them to the County and to any Program Director or a Construction Manager as Work progresses for review and incorporation into final record "as built" documents. The submission of accurate As-Built Mark-ups and manufacturers' guarantees and warranties and maintenance and operating manuals by the ESCO are conditions precedent to Final Acceptance and the ESCO receiving final payment.

10. **Construction Photographs.** At the request of the Project Director (and subject to County security requirements), "Photographs" shall be submitted for each complete ECM system or component (or as reasonably determined by the Project Director for representative samples of such ECMS where photographs of all of one ECM system or component is not practical or useful), together with applications for Substantial Completion of such ECM. "Photographs" for purposes of this paragraph shall mean digital, professional quality color photographs. Electronic copies of

“Photographs” shall be compressed to jpegs not exceeding one Mb. Each digital and hardcopy Photograph shall be clearly and legibly identified with the following information: Project Name, Date of Photograph, County Contract/document Number, relevant Facility or Facilities and/or Work Site and ECM, component/system name and direction the view is looking towards. Such information may be provided in an index or the information may be included on the digital Photograph along the bottom in such a manner so as not to obscure the subject of the Photograph. The County retains the right to request additional Photographs from the ESCO if required to verify conditions or as a condition of a Change Order. The ESCO shall provide all such Photographs at no additional cost to the County. Failure of the ESCO to perform under this paragraph 10 will not be deemed a default to the extent that taking such photographs is not permitted by County security requirements.

C. Safety.

1. In General. The ESCO is solely and completely responsible for all necessary safety precautions and programs in connection with the Work and the Work Sites, including but not limited to providing whatever protection may be necessary to prevent injury to any persons, regardless of status, whether tenants, patrons, and/or employees or business invitees of County or ESCO (including any Subcontractor) or inmates who may be present at any of the Facilities or for any loss or damage to property of the County or other persons, including all materials and equipment to be incorporated into the Work and all existing improvements which are not to be removed as part of the Work. The above requirements will apply continuously and not be limited to normal working hours. Except to the extent dictated by security considerations imposed by the County, the County and any Construction Manager or their agents shall in no event have control or charge of the construction and shall not be responsible for construction and safety means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the ESCO or any other persons performing Work or their failure to perform.

2. Accident Reports. The ESCO shall give the County and any Construction Manager written notification of any accident and/or occurrence relative to the ESCO's implementation and construction of the Project, at a Facility or Work Site or otherwise, which involves the ESCO's own personnel, or those of any of its Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage, including physical damage on the site and off-site as soon as practicable and in no event longer than forty-eight (48) hours following the accident or occurrence, except to the extent that such accident or occurrence is subject an Excusable Event which would prevent the providing of such written notice. The report shall include the name of person(s) injured, name of such person(s) employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and name of anyone who treated the person(s) for injuries sustained, and such other information as may be necessary. The local police should be notified of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report. In addition, if injuries or damage occur, the accident shall be reported immediately by telephone or messenger to the County and any Construction Manager.

3. Protection of the Work and the Project Sites. Subject to County security requirements, the ESCO shall continuously maintain adequate protection of all the Work from damage and shall protect the County's property, including utilities located therein, from damage, injury or loss arising in connection with the Work. ESCO shall be responsible for any such damage, injury or loss, except as may be caused by agents or employees of the County and if such property is damaged, injured or destroyed by the ESCO, its Subcontractors and any of their employees, or agents, it shall be restored to a condition as good as that existing immediately prior to commencement of the Work and the ESCO

shall make good all such damage or loss without additional cost to the County. Subject to applicable County security requirements related to specific Facilities or Work Sites, the ESCO shall provide and erect all necessary barricades and other protection required by the County or applicable Laws and shall also protect all walks, curbs, lamp posts, underground conduits, overhead wires, water sewer, gas mains, and other facilities until such time as they are accepted by the respective public service corporations or by the County. If not prevented by County security regulations, the ESCO shall also provide and maintain all necessary warning lights from twilight to sunrise unless otherwise directed by the Project Director or a Construction Manager. The ESCO shall also protect from damage all parts of the Work and all materials, tools and equipment relating to the Work from freezing or inclement weather and the ESCO shall be solely responsible for the condition of such Work and materials.

4. Adjacent Property and Utilities. The County will endeavor provide ESCO with a list containing the name and addresses of all adjacent private and public property owners known to the County, including utility owners, whose property may reasonably be affected by the ESCO's work prior to execution of this Contract. Where the ESCO's Work affects adjacent private or public property, including utilities located thereon, the ESCO shall take such steps as are provided by law or as necessary to prevent damage, injury or loss. The ESCO shall be responsible for and make good any damage, injury, or loss to adjacent property resulting from ESCO's operations. The ESCO shall notify all public and private owners of adjacent property and utilities which might be affected by the Work by registered or certified mail, return receipt requested, well in advance of commencing any Work affecting their property or utilities of the Work and its possible effect on their property. If the Work might affect any utilities, utility service, or utility equipment, the ESCO will notify the utility companies or users of such utilities which might be affected by the Work, and if such utility equipment is not needed or interferes with the execution of the Work, the ESCO, under the direction of the utility, will remove or protect such utility equipment as required by such utility companies or users of such utility equipment. ESCO shall also comply with all safety and utility shutdown requirements applicable to any Work Site. If necessary, the ESCO shall request a utility shutdown after approval by the Project Director.

5. Safety of Employees. The ESCO shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable Laws to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The ESCO shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards. The ESCO shall require its Subcontractors and its employees on a Work Site or in a Facility to wear a safety helmet (hard hat) at such times as the ESCO deems reasonably necessary to avoid injuries to such personnel and as may be needed to comply with applicable Laws. ESCO shall take all necessary precautions to ensure the safety of the public and of workmen on the Site, and to prevent accidents or injury to any persons on or adjacent to the Site. The ESCO shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970" ("OSHA") and all subsequent revisions thereto, and all Laws relating to safety and the prevention of accidents, and shall also utilize the "Manual of Accidental Prevention in Construction" of the Associated General Construction/Builders of America and with applicable provisions of the American Standard Safety Code for Building Construction ANSI A 10 Series. The ESCO shall appoint appropriate personnel who are responsible for safety of employees and other persons affected by the Work at the Work Sites and the ESCO shall require each Subcontractor to likewise designate, a responsible representative at each Work Site or Facility who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable Laws. The ESCO will ensure that all of its Subcontractors hold weekly meetings with the representatives of the various trades employed at the Work Sites in order to ensure that all employees understand and comply with Laws, including the requirement of OSHA and "Right to Know" regulations.

6. Maintenance of Public Way. All debris of construction deposited on public ways shall be removed immediately. All vehicles engaged in the Work shall be so policed and cleaned that no debris carried from the site is deposited on the public way. The ESCO and its Subcontractors are jointly and severally liable for enforcement of these requirements.

7. Emergency Action. In an emergency affecting the safety of life, the Work, or adjoining property: the ESCO, without special instruction or authorization from the County, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the ESCO on account of emergency work, unless such emergency work resulted from the actions or failure to act of ESCO or any Subcontractor shall be determined pursuant to the terms of the Contract Documents applicable to changes in the Work.

8. First Aid On-Site. ESCO shall provide and make available to all agents and employees of the ESCO and to all Subcontractors engaged in work reasonable medical supplies and equipment necessary to provide immediate first aid service to all persons who may be injured in connection with the Work. All medical supplies and equipment shall be supplied in accordance with standards imposed by OSHA and by any governmental agency having jurisdiction over the Site.

9. Project Safety Program. The ESCO shall, within ten (10) days of the Effective Date, submit to the Project Manager a Project Safety Program which shall include but not be limited to, the following:

- a. Establish a program of project pre-planning for safety and hazard avoidance.
- b. Utilization of insurance company loss prevention services.
- c. Lines of the ESCO's responsibilities and authority for personnel for the administration of the Safety Program.
- d. Scheduling and conducting of safety meetings.
- e. Issuing of safety bulletins.
- f. Conducting of Weekly Tool Box Meetings.
- g. Regular inspections of the Project for safety compliance and correction of violations.
- h. Safety training of employees.
- i. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
- j. A fire protection plan.
- k. The use of personal protection equipment.
- l. Hard hat usage.
- m. Accident reporting and investigation.
- n. Safety guidelines and regulations.
- o. Site accessibility and cleanliness.
- p. Safety reporting and distribution including the County and Construction Manager.
- q. A site layout plan showing the location of safety facilities and safety items.

This Project Safety Program shall be enacted upon by the ESCO for the duration of the Work and shall be updated as required for changing conditions.

10. Applicable Safety Laws. The ESCO shall observe and cause all tiers of Subcontractors to observe the safety provisions of applicable Laws. The ESCO shall be responsible for all safety provisions even if the applicable Law makes another party responsible for the safety provisions. Machinery, equipment, and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the latest edition and any supplements thereto of the Manual of Accident Prevention in Construction, heretofore published by the Associated General Contractors of America, to the extent that such provisions are not in contravention to applicable law; provided that any changes in such Laws occurring following the Notice to Proceed Date which require additional cost or Work may be subject to an equitable adjustment or a Change Order pursuant to the Section 13.

D. Cleaning and Removal of Materials and Equipment. The ESCO at its cost will at all times keep the Work Sites free from any accumulation of rubbish, debris, and waste. ESCO shall also at all times during performance of the Work, cause all debris, including but not limited to sedimentary and airborne contaminants, to be contained so that such debris does not adversely affect the environment and community in which the Work is performed. ESCO shall control dust by using water hoses to wet driveways and other areas of any Work Sites which generate dust. When directed by the County, the ESCO shall increase its effort of dust control at no additional cost to the County. The ESCO shall also, at its cost, remove and dispose of via salvage, recycling and other methods in accordance with applicable laws and ordinance all pre-existing lamps, ballasts, chillers, heaters and other County owned equipment being replaced as a result of the Work and the installation of the ECMs. Upon completion of the Work and prior to Substantial Completion of an ECM or ECM Grouping, the ESCO will thoroughly clean all Work, remedy any defects, and leave those portions of such Facility or Work Site in which ESCO has been working regarding such Substantial Completion in broom-clean or equivalent and orderly condition and shall remove all Project signs and temporary work, of every nature, from and about such Work Site or Facility. The ESCO shall also remove all tools, scaffolding and surplus materials. Without limiting the generality of the foregoing, any ceiling and wall surface, floor, window or door frames, hardware, metalwork, and glass (both sides) which are part of the Work or which have become dirty or marred as a result of ESCO's performance of the Work must be thoroughly cleaned and polished to reasonable County standards. If ESCO fails to clean up as directed by the County during or at the completion of the Work at a Facility or Work Site, the County may perform such clean up and the cost thereof shall be charged to ESCO at no cost to the County. The ESCO shall comply with any additional requirements imposed by the Contract Documents or by Laws applicable to Work at the particular Work Sites or Facilities. Cleaning shall be more often as the County reasonably requires as to occupied Facilities where debris or dirt may cause health hazards.

E. Recycling. The ESCO must give preference to the use of recycled products in the performance of any Work, and must cooperate with any recycling program established for the Facilities or available through the County. Further, the ESCO will furnish documentation of disposal of recycled materials in a format and manner that (i) complies with applicable prerequisites and credits of the latest version of LEED-EB as of the date of such disposal, and (ii) is otherwise acceptable to the County.

F. Access to the Work. The ESCO shall not limit the County as to any access to the Work in preparation and progress wherever located in the Facilities, subject only to reasonable safety precautions agreed to in advance by the County through the Authorized County Representatives at the respective Facilities. Any Construction Manager, the Project Director and the Chief Procurement Officer and their authorized representatives shall at all times have access to the Work wherever it is in preparation or progress and the ESCO shall provide proper facilities for such access and for inspection.



If the Contract Documents, or any Laws require any Work to be specially tested or approved, the ESCO shall give any Construction Manager and the Project Director and appropriate public authorities, timely notice of the date fixed for each inspection.

G. Use of Facilities. The ESCO shall confer with the County to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The ESCO will confine its equipment, apparatus, materials and operations to the portions of the Facilities identified in the Contract Documents as being Work Sites or otherwise approved by the County, and will not unreasonably encumber the portions of the Facilities within Work Sites with materials, equipment, or similar items or debris. The ESCO and all Subcontractors will use only such entrances to the Facilities as are designated by the County. All Subcontractors of the ESCO shall be accountable to the Project Director while on the County's property and shall abide by all security regulations imposed by the County and the limitations of permits, ordinances and permits affecting the Facilities as well as the limits indicated by laws, ordinances, permits and/or direction of the Project Director. At all times, the ESCO will limit construction operations to methods and procedures that do not adversely and unduly affect the environment of occupied spaces within the Facilities, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting. The ESCO shall not load or permit any part of any structure in the Facilities to be loaded with a weight that will endanger its safety. The ESCO and its Subcontractors, equipment or material suppliers shall not erect signs or advertising media of any nature on the premises without explicit written approval from the County. The County reserves the right to prohibit any person from entering a County facility for any reason.

H. Project Meetings. The ESCO will provide for weekly, or as mutually agreed upon, scheduled Project meetings during the Construction and Installation Period, and will give timely advance written notice and agenda of such meetings to the County and its agents working on the Project. The ESCO will record minutes and distribute copies of minutes of meetings to the County within five (5) business days after each meeting. The ESCO will schedule additional Project meetings if requested by the County. Times, dates and locations of meetings shall be subject to approval by the County. At the meetings, the ESCO will present a list of items completed in the week prior to such meeting, as well as a two-week look ahead schedule as a reminder of upcoming activities.

I. Progress Reports. The ESCO and its Subcontractors will furnish the County with such information as the County reasonably requests regarding the progress and execution of the Construction and Installation Services. During the Construction and Installation Period, the ESCO will provide monthly reports to the County on the status of the Work that include, without limitation: (i) a detailed description of the progress of the work for each ECM and the Project as a whole, including a Critical Path chart illustrating the progress made; (ii) a statement of significant Project issues that remain unresolved and the ESCO's recommendations for resolving the same; (iii) an updated report on whether the Project remains on schedule and budget, and actions being taken to correct schedule delays and budget overruns; and (iv) a summary of any significant Project events that are scheduled to occur during the upcoming thirty (30) day period.

J. Returns of Employment and Subcontracting. The ESCO shall provide monthly returns of employment and subcontracting to the County and any Construction Manager within 5 business days of the end of each month, starting with the month in which the Notice to Proceed is issued. The detailed form and content requirements for these reports shall be set out by the Construction Manager or County within twenty-one (21) days of the Notice of Award. The information provided by the ESCO regarding employment shall include all employees of the ESCO and of Subcontractors working on the sites of the Work, and shall exclude employees engaged in off-site activity, deliverymen, and other employees

occasionally visiting the site. The employee information shall include but not be limited to: weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent); information on each employee with regard to hours worked on the Work during the reporting period; Cook County residency, categorization by race and gender; and status as a veteran or otherwise. The information provided by the ESCO regarding subcontracting shall provide a complete itemization of the Contract Price into the ESCO's fee, bond and general conditions, and the balance into trades by first tier Subcontractors only, value of self-performed Work, and value of Work not yet subcontracted. For each first tier Subcontractor, the information to be provided shall include but not be limited to the address of the principal place of business, and status with regard to corporate ownership by females. In addition to the monthly returns, the ESCO shall make reasonable efforts to provide the County and any Construction Manager with such further information as shall be requested with regarding the employment and subcontracting policies and practices of the ESCO and of Subcontractors.

K. Inspection and Correction of the Work. Materials, equipment, components or completed Work which is deficient or otherwise not conforming with the Contract Documents may be rejected by the Project Director or a Construction Manager and shall be replaced by the ESCO at no cost to the County. Any materials, equipment or components rejected as not conforming to the Contract Documents shall be removed within a reasonable time from the site of the Work at the expense of the ESCO, after written notice by the County to the ESCO that such Work, equipment, materials or components have been rejected. The ESCO will promptly correct Work rejected by the County for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. If ESCO, after receipt of written notice from the County of its rejection of Work, materials, equipment or components pursuant to this Section, either: (i) has not cured such failure within seven (7) days, or (ii) if the nature of the failure is such that it is not capable of cure within seven (7) days, has not within seven (7) days reached agreement with the County for a plan to cure such failure and has not commenced and diligently and continuously pursued the cure of such failure, then the County may order the ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated or the ESCO has provided the County with a plan for corrective action acceptable to the County in its reasonable judgment. The right of the County to stop the Work shall not, however, give rise to a duty on the part of the County to exercise this right for the benefit of the ESCO or any other person or entity. This right to stop the Work is in addition to and not in limitation of any of the rights of the County pursuant to Section 17.C or other provisions of the Contract Documents dealing with default on the part of the ESCO. If the ESCO does not remove such rejected Work, materials, equipment or components within a reasonable time, fixed by a written notice, the County may remove them and may store the materials at the expense of the ESCO. If the ESCO does not pay the expense of such removal within five (5) days thereafter (unless County security provisions make such removal within the five (day period) impracticable, in which case the requirement shall be fifteen (15) days, the County may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the ESCO.

L. Performance and Payment Bonds. The ESCO will, prior to performing any Construction and Installation Services, obtain and furnish to County and maintain in effect until Final Acceptance a payment and performance bond covering the faithful performance and completion of the Work required during the Construction and Installation Period and the payment of all obligations arising under this Contract during the Construction and Installation Period. Such bond must be issued by a surety company authorized to do business in Illinois in a form acceptable to the County, which complies with the Illinois Public Construction Bond Act, 30 ICS 550, in an amount equal to the compensation to be paid for Construction and Installation Services and shall name the County as an obligee. No notice of change order need be given to the surety company. ESCO must supply

evidence satisfactory to the County that the party issuing the bonds has the authority to bind the issuing surety company. If the ESCO fails to furnish and maintain such bonds, the County may purchase such bonds on behalf of the ESCO and the ESCO must pay the cost thereof to the County upon demand.

M. Startup/Commissioning and Testing. Prior to each Substantial Completion application, the ESCO will conduct a thorough and systematic performance test of each component of the ECMs and ECM Groupings for which such Substantial Completion is being applied for accordance with Exhibit C to demonstrate that such ECM or ECM Grouping complies in all respects with the performance requirements, (including the Standards of Service in Exhibit T) of the Contract Documents and applicable manufacturer's specifications for such ECM or ECM Grouping. All tests shall be scheduled at times convenient to the County at no additional cost. Testing shall not be deemed completed as to particular ECMs or ECM Groupings until such testing is successfully conducted involving such seasonal load conditions. At least twenty (20) business days prior to a scheduled commissioning test, the ESCO will deliver to County a draft commissioning plan for each ECM or ECM Grouping being so tested also specifying the applicable the Work Site or Facility. The County may require changes in a commissioning plan, provided the ESCO is provided with a written description of the changes at least ten (10) days prior to the scheduled test. The County will have the right to designate representatives to be present at any or all such tests including representatives of the manufacturers of the applicable ECMs. The ESCO, or its Subcontractor(s), must correct or adjust all deficiencies in operation of an ECM or ECM Grouping identified during the course of commissioning tests described in this Section. The ESCO shall provide certifications of completed and testing procedures for each item component and systems in an ECM or ECM Grouping to operate to manufacturer's specifications. The County further reserves the option, at the County's expense and upon prior written notice, to require testing and commission of specific ECMs or ECM Groupings by a third party commissioning entity selected from a pre-qualified list of commissioning entities provided by the County and reasonably acceptable to the ESCO.

N. Substantial Completion and Punch List.

1. Certificates of Substantial Completion. Following successful startup/commissioning and testing of an ECM or ECM Grouping pursuant to Section 8.M., the ESCO will submit to the County an application for Substantial Completion and a proposed Punch List of items to be completed or corrected prior to Final Acceptance as to such ECM or ECM Grouping on a form agreed to by the Parties of items for review. If the County concurs that the ECM or ECM Grouping has achieved Substantial Completion, the County will sign the certificate of Substantial Completion and returning it to the ESCO. If the County does not concur that the ECM or ECM Grouping has achieved Substantial Completion or that that the proposed Punch List is not complete or correct, then the County shall notify the ESCO of any objections, concerns or discrepancies as to either Substantial Completion or the proposed Punch List. To the extent the ESCO does not dispute the objections, concerns or discrepancies raised by the County, the ESCO shall (i) promptly and diligently correct the Work as to such ECM or ECM Grouping to meet Substantial Completion and to eliminate the County's concerns and then resubmit the application for a certificate of Substantial Completion to the County as to such ECM or ECM Grouping. If the ESCO disagrees with the discrepancies raised by the County, the ESCO shall notify the County of a dispute and such dispute shall be resolved in accordance with Section 16.C. herein. The County shall endeavor to provide any objections to or comments concerning or its concurrence regarding such an application for Substantial Completion within thirty (30) days of receipt by the County of such application. Failure of the County to respond within the thirty (30) day time frame shall not be deemed to be acceptance of any such application;

provided that in such event, the ESCO shall be entitled escalate the matter by bringing the matter to the attention of a Senior Officer (excluding the President) and asking for a rapid response and asking for an extension of time under Section 13E. The failure to include any items on a Punch List does not alter the responsibility of the ESCO to complete all Work in accordance with the Contract Documents.

2. Delivery Documents and Sets. At each Substantial Completion, the ESCO shall bind and turn over to the County: two (2) sets (or such greater number as may be required in the Contract Documents) of (a) the manufacturers' warranties and guarantees ("Manufacturer's Warranties") described in Exhibit R completed in favor of the County as to the ECM or ECM Grouping covered by such Substantial Completion; and (b) parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Project for all ECMs, operating manuals, service manuals, training manuals electric, pneumatic and hydraulic schematics (whichever applicable), and troubleshooting documentation for each such ECM or ECM Grouping and each component or item of equipment installed unless otherwise noted, instructions and schedules necessary for the County's proper operation of all ECMs; (c) any Design Materials which have not been previously submitted to the County (collectively the Manufacturer's Warranties, Design Materials and such other materials is referred to as "Delivery Documents"). The binders will clearly categorize and index each piece of equipment included in an ECM or ECM Grouping included in such Substantial Completion, and shall be clearly marked noting "Project specific" equipment, model numbers, and equipment cut sheets, value tag charts, electrical panel charts and other applicable information. Such Delivery Documents will be collected and organized by the ESCO and submitted to the County prior and as a condition to the issuance of the certificate of Substantial Completion for such ECM or ECM Grouping. The County will acknowledge receipt of the sets of Delivery Documents on the set itself, and ESCO will cause six (6) copies of an acknowledged set to be made and furnish them to the County. Notwithstanding the foregoing, the ESCO will not be required to turn over additional copies of Delivery Documents at each Substantial Completion which (i) are in form and substance identical to Delivery Documents previously furnished the County for a prior Substantial Completion for the same ECM at a different Work Site and (ii) do not provide specific protection or information for ECMs or ECMs Groupings not already covered by prior delivered Delivery Documents for different ECMS or ECM Groupings.

3. Punch List Items. In determining Substantial Completion for an ECM or an ECM Grouping, the County will conduct such inspections and reviews of the installed ECM or ECM Grouping as it determines are reasonably necessary and shall produce within thirty (30) days following receipt of the application for Substantial Completion for such ECM or ECM Grouping either comments to the Punch List offered by the ESCO or the County's own Punch List regarding such ECM or ECM Grouping listing items and deficiencies to be completed prior to Final Acceptance. The County in preparing its Punch List is not limited by any "punch list items provided by the ESCO at the time of Substantial Completion for such ECM or ECM Grouping. Upon receipt of the County's comments or Punch List, the ESCO shall correct or complete the commented on items on the County's Punch List prior to a request for Final Acceptance.

O. Final Acceptance. Upon correction or completion of all Punch List items for all ECMs and ECM Groupings, the ESCO will submit a request for Final Acceptance to the County. The County shall endeavor to review the correction or completion of all Punch List items within thirty (30) days of the submission of such request and shall, in the absence or a breach or default by the ESCO and the fulfillment of all preconditions for Final Acceptance under the Contract, issue the Certificate of Final Completion within thirty (30) days of such submission unless there remain in the County's opinion uncorrected or uncompleted items on the Punch List. In the event of any dispute as to completion or correction of the Punch List, the dispute will be resolved pursuant to Section 16.A. Final Payment of

retained amounts and other amounts owed for Services provided shall be made in accordance with Section 14.F.

P. Additional Performance of Work Requirements. The ESCO will comply with the County's Supplemental Conditions for Work described in Exhibit P. Certain General Conditions described in Attachment B (Design Build General Conditions) to the Phase I Audit Agreement are incorporated into this Contract as described in Exhibit P.

#### SECTION 9. OTHER PROVISIONS RELATED TO THE SERVICES

A. Standard of Care. The ESCO will perform, or cause to be performed, all of the Contract Services with that degree of skill, care and diligence normally shown by (and generally accepted as being appropriate for) nationally recognized design, engineering, and construction professionals performing services and work of a scope, purpose and magnitude comparable with the Contract Services, in conformity with any and all professional standards applicable to such Services and in compliance with all applicable laws, codes, ordinances and industry standards related to the Project, including but not limited to zoning, building, environmental and health codes and regulations, site and easement restrictions, permit, licensing, certification and accreditation guidelines ("the Standard of Care"). Where the Construction and Installation Services require the exercise of professional skill or judgment, ESCO will cause it to be performed by professionals competent to do so and licensed by the State of Illinois in the applicable discipline, if such licensure is required by law. The ESCO represents, covenants and agrees that all of its services shall conform to the standard of care and quality which prevails among professionals of knowledge and skill providing services of the nature of the Services provided under this Contract. The ESCO will furnish efficient administration, supervision, and superintendence of all Contract Services and will use every effort to complete the Contract Services in an expeditious and economical manner consistent with the interests of the County. The ESCO shall be responsible for all services performed by subcontractors, agents and employees hired, retained or engaged by the ESCO. ESCO represents, covenants and agrees that ESCO shall cause all of its subcontractors to conform to the Standard of Care. In the event of a conflict between any applicable government or other standards or requirements, the ESCO will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 9.A do not limit the Standard of Care but are intended to specifically identify a requirement considered to be included within and required by the Standard of Care.

B. Contract Documents Inclusive. The Contract Documents are complementary, and what is required by one shall be binding as if required by all.

C. Subcontractors. The ESCO proposes to enter into subcontracts with the subcontractors it has identified in Exhibit D for Services to be provided pursuant to this Contract. No other Subcontractors may be retained by the ESCO without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached Exhibit E affiliated with the subcontractors therein identified or other subcontractors hereafter accepted shall be made without prior written notice to and prior acceptance by the County, such acceptance not to be unreasonably withheld. The County will endeavor to provide notice of approval or disapproval within fourteen (14) days of submission in writing stating whether or not the County, after due investigation, has reasonable objection to any such proposed person or entity. The ESCO shall not contract with any such proposed person or entity to which the County has made objection. The ESCO shall provide any and all changes to the list of Key Personnel to the Chief Procurement Officer promptly after such change, and shall provide an updated Exhibit D to the Project Director within thirty (30) days after the Effective Date and from time to time thereafter, as subcontracts are executed, setting forth the agreed upon compensation to

be paid to each subcontractor. The terms of all such subcontracts and changes thereto must require each Subcontractor, to the extent of the Construction and Installation Services to be performed by the Subcontractor, to be bound to the ESCO by the terms of the Contract Documents, and to assume toward the County all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward the County. Notwithstanding any of the foregoing, the provisions of this Section 9.C shall not apply to employment agreements between the ESCO and its employees. The ESCO will be responsible to the County for acts and omissions of the Subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, and for any damages, losses, costs, and expenses resulting from such acts or omissions, to the same extent as the ESCO is responsible to the County for its acts and omissions under this Contract. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor or suppliers and the County.

D. Key Personnel. The ESCO has provided to the County a list of individuals whom it shall use on the Project to provide the Construction and Installation Services, a copy of which is attached as Exhibit E ("**Key Personnel**"). The ESCO shall set forth on Exhibit E a description, in reasonable detail, of the assignment, current hourly rate to the extent required by applicable Law and the County Code, qualifications, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Exhibit E shall also identify those Key Personnel who are employees or principals of subcontractors identified pursuant to Exhibit E setting forth the same information as required of its own employees and identifying the subcontractor with which such individual is affiliated. Included within Exhibit E is a list of the ESCO's key personnel who will be responsible for supervising the performance of the Contract Services, including the job title, duties and experience of each such individual. Among such individuals there shall be appointed a principal representative of the ESCO (the "ESCO Representative") who shall be the ESCO's authorized representative, and who shall receive and initiate all communications to and from the County and be authorized to render binding decisions related to the Services. The ESCO Representative shall be on site when necessary, shall attend all design, construction and other meetings, and shall handle other responsibilities as the parties may determine. The ESCO shall not make any change or reassignment of Key Personnel and shall not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In case that any of the Key Personnel shall not at any time be able to perform his or her assigned function as described in this Contract or is no longer employed by the ESCO, the ESCO shall promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual shall be acceptable to the County and shall thereafter be subject, as one of the Key Personnel, to the provisions of this Section 9.D. The County may, at any time, give written notice to the ESCO requesting the removal of any of the Key Personnel or any of the ESCO's other assigned personnel from the Project. Upon receipt of such notice, the ESCO shall forthwith remove such Key Personnel or other assigned personnel and furnish to the County other acceptable personnel, which personnel shall thereafter be subject to the provisions of this Section. Such replacement must be acceptable to the County and shall upon acceptance become subject to the provisions of this Section 9.D.

E. ESCO Project Manager. The ESCO shall assign a competent Project Manager (the "ESCO Manager") and any necessary assistants who will be on site at all times when Work is being performed to act on the ESCO's behalf. The ESCO Manager and assistant project managers, and any other individuals identified in Exhibit E, shall be included in the list of "Key ESCO Personnel." The ESCO Manager shall represent the ESCO at the Work Sites, and all communications with the superintendent shall be as binding as if made to the ESCO. The Construction Manager, if any, and other ESCOs shall not be responsible for the acts or omissions of the ESCO Manager or assistant

superintendents. The ESCO Manager or his or her designated assistant shall be at the construction site during all normal working hours for a minimum of forty (40) hours per week and shall also be at the Work Site during all weekend work, overtime work and special operations regardless of when performed.

F. Cooperation with Other Contractors. The ESCO shall as far as possible arrange the Work and place and dispose of the materials being used so as not to interfere with or hinder the operations of other contractors working near or in a Work Site or other portions of the Facilities. The ESCO shall defend, protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by other contractors because of the presence and operations of the ESCO or its Subcontractors working within or adjacent to a Work Site or other portions of the Facilities unless the ESCO was acting on the specific instructions of the Project Director or a Construction Manager. The County shall notify the ESCO of any contractors working within or adjacent to any Work Site or other portions of the Facilities which could reasonable be affected by scheduled Work.

G. Taxes. Unless otherwise provided in the Contract Documents, the ESCO will pay all federal, state or local sales, consumer, use, and other similar taxes which are legally enacted as of the date of execution of this Contract, whether or not effective or merely scheduled to go into effect. The Contract Sum is based upon laws, codes and regulations in existence as of the date this Contract is executed. Any changes in or to applicable laws, codes, and regulations affecting the cost of the Work may entitle the ESCO to an equitable adjustment in the Contract Sum and Contract Time through a Change Order. The County has provided its sales tax exemption certification related to County sales taxes for purchases of equipment, tools, materials, and supplies relating to the Project.

H. Compliance with Laws; In General. The ESCO will comply with and give all notices required by applicable federal, state, county, and municipal laws, ordinances, rules, regulations and orders (collectively, "Laws"). Assurance of compliance with this requirement by the ESCO's employees, agents and Subcontractors shall be the responsibility of the ESCO. The ESCO will promptly remedy any violation of any Laws specifically related to the Work that comes to its attention. The ESCO shall promptly, and in no event later than the close of the next business day following receipt, give notice to County by telephone, with confirmation in writing, of receipt by ESCO of any information relating to violations of Laws. If the ESCO observes that the Design & Engineering Documents are at variance with any Laws, the ESCO shall promptly notify the Project Director and any Construction Manager in writing of any changes required in the Work. If the ESCO performs any Work knowing it to be contrary to such Laws, and without such notice to the County and any Construction Manager, the ESCO shall bear all costs arising therefrom; provided that any changes in such Laws occurring following the Notice to Proceed Date which require additional cost or Work may be subject to an equitable adjustment or a Change Order pursuant to the Section 13.

I. Compliance with Law Specific Provisions. The inclusion of certain specific legal requirements below or elsewhere in the Contract Documents does not limit the general requirements for compliance with law set forth in this Contract. The following provisions provide some guidance as to certain specific provisions of law which govern this Contract but are not intended to be all-inclusive.

J. The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook.

1. Federal Anti-Terrorism Laws. The ESCO represents and warrants to, and covenants with, County that (i) neither ESCO nor any of its owners or affiliates currently are, or will be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering within the meaning of federal and local terrorism laws, such as the USA Patriot Act ("Anti-Terrorism Laws")

(ii) neither ESCO nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" within the meaning of the Anti-Terrorism Laws; and (iii) ESCO has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. At any time and from time-to-time during the term, the ESCO will deliver to County within ten (10) days after receipt of a written request therefore, a written certification or such other evidence reasonably acceptable to County evidencing and confirming the ESCO'S compliance with this Section.

2. Non-Discrimination. The ESCO in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall the ESCO otherwise commit an unfair employment practice. The ESCO further agrees that this Section will be incorporated in all contracts entered into with suppliers of labor, materials, equipment or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract. The ESCO will further comply with all applicable federal and State of Illinois statutes and regulations regarding unlawful employment practices, civil rights and human rights.

3. Cook County Human Rights Ordinance (Adopted March 16, 1993); Cook County Code, Chapter 42, Section 42-30, *et seq.* No person who is a party to a contract with the County will engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. The ESCO is to certify its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations. The ESCO further agrees that this paragraph will be incorporated in all contracts entered into with suppliers of materials or services, contractors and Subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

4. Minority And Women Business Enterprises Cook County Code, Chapter 34, Section 34-260 *et. seq.*

a. Policy and Goals. It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and subcontractors in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the County Board of Commissioners has adopted by ordinance (the "MBE/WBE Ordinance") Minority- and Women-Owned Business Enterprise provisions as part of the Cook County Procurement Code which establish a "best efforts" goal of awarding not less than twenty four percent (24%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBE firms and not less than ten percent (10%) of such service contracts and sole source agreements to certified WBE firms. The MBE/WBE Ordinance is found in the Cook County Code, Chapter 34, Sections 34-260 through 284.

b. Options for Meeting Goals. The ESCO may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBE or WBE firms; by subcontracting a portion of the work to one or more MBE or WBE firms; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBE or WBE firms in other aspects of the ESCO's business; or by a combination of the foregoing.



c. Failure to Carry Out Goals a Breach. A ESCO's failure to carry out its MBE/WBE commitments, as established in its Proposal, in the course of a ESCO's performance shall constitute a material breach of the Contract, and if such breach is not appropriately cured, may result in the termination of the Contract or such other remedy authorized by the MBE/WBE Ordinance as the County deems appropriate.

d. Required Submittals. To be considered responsive to the requirements of the MBE/WBE Ordinance, the ESCO has submitted the documentation required to be submitted with proposals as described in paragraphs e, f and g below.

e. Affirmative Action Plan. The ESCO will submit with its proposal a copy of its current internal affirmative action plan. If the ESCO has no internal affirmative action plan, the ESCO will submit a statement stating why the ESCO has no such plan. In lieu of an internal affirmative action plan, the ESCO may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Projects.

f. The ESCO's MBE/WBE Efforts Documentation. The ESCO will submit with its proposal, supporting documentation which evidences efforts the ESCO has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

g. The ESCO's Statement; Use of MBE/WBE Efforts Professionals. The ESCO will submit with its proposal, a statement which discloses how the ESCO intends to maximize the use of its MBE/WBE professionals in the course of performing the Contract.

h. Non-Compliance. The ESCO will remain in compliance with the submittals provided pursuant to the above requirements throughout the term of the Contract. If the County determines that the ESCO has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the ESCO of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

i. Reporting/Record-Keeping Requirements. The ESCO shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, ESCO is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

j. Equal Employment Opportunity. Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to ESCO's and its Subcontractors' obligations.

5. Prevailing Wage Rate. Except as directed by the County to apply the requirements of the federal Davis Bacon Act (40 U.S.C. 276a-a7, as amended), as supplemented by applicable U.S. Department of Labor regulations (29 C.F.R. Part 5, Standard Provisions Applicable to Contracts Governing Federally Funded and Assisted Construction) (collectively such Act and such Regulations are referred to herein as the "Davis Bacon Requirements"), the ESCO shall comply with "AN ACT regulation wages of laborers, mechanics and other workman, employed under Contract for public works", approved June 26, 1941, as amended. Attention is called to Illinois Compiled Statutes, 820 ILCS 130, regarding "General Prevailing Hourly Rates." The most current scale of prevailing wages under Illinois law to be paid shall be posted by the ESCO in a prominent and easily accessible place at the site of Work. If Federal wage rates and certain additional reporting requirements apply to the Contract through the federal Davis Bacon Requirements because of federal requirements related to the

use of the proceeds of certain tax exempt bonds authorized specifically made subject to the Davis Bacon Requirements under federal law, the Supplemental Conditions will so specify. The Parties shall coordinate any reporting obligations required, and shall make available all documents required for such reporting. The ESCO further certifies that it is familiar with, and will comply with, all applicable provisions of 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30ILCS 560/0.01 through 560/7 (Public Works Preference Act). Prior to issuance of the Notice to Proceed, the County will advise the ESCO which, if any, portions of the Work is subject to the requirements of the federal Davis Bacon Act and such requirements are incorporated into the Contract as a Supplemental Condition for such portions in Exhibit P. The ESCO agrees that it will comply and its Subcontractors shall comply with the requirements of Exhibit P as and to the extent its provisions are applicable to this Contract or, if possible under the Davis Bacon Requirements, applicable portions thereof. In general, the Davis Bacon Requirements required contractors to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination by the United States Secretary of Labor. In addition, to the extent required under the Davis Bacon Requirements, Subcontractors shall be required to pay wages not less than once a week. Other Davis-Bacon Requirements are described in Exhibit P.

6. Anti-Corruption Acts. The ESCO will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720ILCS 5/33E-1 *et seq.* If, in the performance of this Contract, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the County may withhold from the ESCO, out of payments due to the ESCO, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Contract and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the County for and on account of the ESCO to the respective employees to whom they are due, as determined by the County in its sole discretion.

7. Cook County Ethics Ordinance The ESCO will comply with the Cook County Ethics Ordinance (Code, Chapter 2, Article VII, Sec. 2-560 *et seq.*).

8. Cook County Lobbyist Ordinance. The ESCO shall take notice of the Cook County Lobbyist Registration Ordinance (Code, Chapter 2, Article VII, Sec. 2-621 *et seq.*), and shall comply with all the provisions therein. The ESCO shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the ESCO is doing business or proposing to do business, in accomplishing the Services.

9. Steel Products Procurement. The ESCO shall comply with "An Act to promote the economy of the State of Illinois and the United States by specifying steel products produced in the United States in all contracts for construction, reconstruction, repair, improvement or maintenance of public works." Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 565/1-7.

10. Employment of Veterans. The ESCO shall comply with "An Act to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes, 330 ILCS 55.

11. Cook County Residency Ordinance

a. Residency Required. As provided by Cook County Code, Chapter 34, Article IV, Division 2, Section 34-157, in the case of any construction project having an estimated contract value of \$100,000 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, at least 50 percent of the total hours worked on the site of the construction project by employees of the ESCO and Sub contractors shall be performed by actual residents of the County of Cook. "Actual Residents of the County of Cook" shall mean persons domiciled with the County of Cook. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

b. Payroll Records Required. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director of the Using Department (in triplicate) shall identify clearly the actual residence of every employee on each submitted certified payroll. Full access to the ESCO's and Subcontractor's employment records shall be granted to the Chief Procurement Officer, or any duly authorized representative thereof. The ESCO and its Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. The ESCO shall provide verification of an employee's address by means of affidavits or other supporting documentation if requested by the County.

12. Tax and Fee Delinquency. Pursuant to Cook County Code, Chapter 34-176, the County of Cook is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County of Cook.

13. Cook County Green Construction Ordinance. The ESCO shall comply with all requirements of the Code, Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955, applicable to diesel vehicle emissions.

14. Cooperation with Inspector General. The ESCO, and its Subcontractors, licensees, grantees, or persons or businesses which have a County contract, grant, license, or certification or eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Cook County Code, Article II, Division 5, Section 2-281 *et seq.*). Failure to cooperate as required may result in monetary and/or other penalties.

15. Conflict Of Interest. The ESCO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The ESCO further covenants that in the performance of this Contract no person having any such interest shall be employed by the ESCO or work on the Project. The ESCO agrees to inform the County on a timely basis of all of the ESCO's interests, if any, which are or which the ESCO reasonably believes may be incompatible with any interest of the County. No officer, agent or employee of the County is employed by ESCO or has a financial interest directly or indirectly in this Contract or the compensation to be paid under this Contract except as may be permitted in writing by the County's Ethics Ordinance (Cook County Code, Chapter 2, Article VII). No payment, gratuity or offer of employment has been made or will be accepted in connection with this Contract by or on behalf of any Subcontractors to the ESCO or anyone associated with them, as an inducement for the award of a subcontract or order. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract.

16. Cook County Living Wage Ordinance. To the extent applicable, ESCO shall comply with, and shall require its Subcontractors to comply with Section 34-160 of the Cook County Code

which requires contractors using full-time non County employees providing services or labor to pay not less than the "Living Wage" to such employees, unless such wages are governed by federal or State law, the contractor is a not for profit organization, or the contract is funded with federal grants or loans. The current "Living Wage" is posted and available as described in Section 34-160.

17. County Green Building Ordinance. Such term will be deemed to include the Cook County Green Buildings Ordinance (Cook County Code, Chapter 30, Section 30-950 through 30-955). The ESCO will be familiar with such ordinance and with the U.S. Green Building Council's "LEED" Green Building Rating System, and will consult with the Project Director to determine to what extent LEED principles will be applied. In the case of retrofit and renovation projects, the ESCO will comply with the Green Buildings Ordinance and will incorporate LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.

18. Disqualification For Non-Performance Cook County Ordinance Chapter 10, Section 7.3. No person or business entity will be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the County's Board of Commissioners. The period of ineligibility will continue for 24 months from the date the County's Board of Commissioners terminates the contract. The ESCO hereby represents and warrants to the County that the ESCO has not had an awarded contract terminated for cause by the County's Board of Commissioners within 24 months prior to the Effective Date.

J. Discharge of Mechanics Liens. If any mechanic's, materialman's, or other similar lien is at any time filed against the Building or any part thereof on account of any Work performed on or furnished to or claimed to be performed on or furnished to the Work at the direction of the ESCO or any Subcontractor, ESCO will, upon written request from County and without cost or expense to County, promptly cause the sum to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. If ESCO, having been requested by County to discharge such lien, fails to do so within ten (10) days after such written request by County, County will have the right to discharge the same, after consultation with the ESCO, by payment, bond, order of a court of competent jurisdiction, or otherwise and without regard to whether ESCO is disputing the validity or amount of the same, and the costs and expenses incurred by County in so discharging such lien shall be payable by ESCO to County upon demand. The ESCO will protect County against lien filings to the extent that payment is received for completed service or delivered equipment.

K. Publicity. Upon the reasonable request of the County, the ESCO will cooperate with and assist the County in connection with any public relations or publicity relating to the Project, including, without limitation, tours of the Facilities arranged by the County. Without the prior written consent of the County, the ESCO will not disclose details or information relating to the Project or Construction and Installation Services to the press, the public, any news-disseminating agency or any other party, except to those parties performing portions of the Contract Services, and then only to the extent required for the performance of the particular portion of the Construction and Installation Services being performed. ESCO shall have the right, with the express prior written consent of the County, to include representations of the design or construction of the Project among the ESCO's promotional and professional materials, subject to the reasonable review of the County of the applicable portions of such materials. The ESCO's materials shall not include the County's confidential or proprietary information, or any information which might adversely affect security at the Facilities.

L. Cooperation. ESCO will cooperate with and assist the County and its advisors, ESCOs, contractors, attorneys, employees, agents and representatives, at all times during the Contract Time so as to complete the Services in an efficient, timely, and economical manner. Such cooperation and assistance will include, without limitation, any cooperation or assistance required in connection with the County's efforts to obtain financing for the Project.

M. Confidential Information.

1. The term "**Confidential Information**" means any documentation or information (i) which is marked as "proprietary" or "confidential"; (ii) which is supplied orally with a contemporaneous confidential designation; or (iii) which is known by the ESCO to be confidential or proprietary information or documentation of the County. Confidential Information includes, but is not limited to, unpublished information relating to technological and scientific development, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. Confidential Information does not include information that can be demonstrated: (i) to have been rightfully in the possession of the ESCO from a source other than the County prior to the time of disclosure of said information to the ESCO under this Contract; (ii) to have been in the public domain prior to disclosure to ESCO; (iii) to have become part of the public domain after disclosure to ESCO by a publication or by any other means except an unauthorized act or omission or breach of this Contract on the part of the ESCO or the County; or (iv) to have been supplied to the ESCO without restriction by a third party who is under no obligation to the County to maintain such information in confidence.

2. The ESCO acknowledges that it may, in performing the Services, have access to or be directly or indirectly exposed to Confidential Information. The ESCO will not use any Confidential Information for personal gain or make improper use of Confidential Information, will hold confidential all Confidential Information and will not disclose or use such Confidential Information for any purpose other than the performance of the Services or under compulsion of law without express prior written consent of the County. The ESCO will use measures at least as strict as those the ESCO uses to protect its own confidential information, which measures may be subject to further requirements upon review by the County in connection with highly sensitive locations or facilities of the County as shall be determined in Project meetings. Such measures must include, without limitation, requiring employees and subcontractors of the ESCO to execute a non-disclosure agreement before obtaining access to Confidential Information. The ESCO shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with its services under the Contract. The ESCO shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party, other than its attorneys or other individuals within the ESCO's related business entities who have a need to know and who agree in advance not to make further disclosure. The ESCO shall not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the County without the prior written approval of County, other than to its attorneys or other individuals within the ESCO's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the ESCO shall be furnished to the County without charge. In the event the ESCO or any subcontractor is presented with a *subpoena duces tecum* issued by a court or other body of applicable jurisdiction related to Confidential Information, the ESCO or such subcontractor shall provide the County with notice of such order or request for Confidential Information and shall

cooperate with the County in opposing such order or request to the extent not in violation of law. The ESCO is advised that the County is subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the County pursuant to such Act shall be deemed to violate any confidentiality commitments made by the County to the ESCO.

N. ECM Malfunction. The ESCO agrees to compensate the County for expenses, damages to real or personal property resulting from ECM malfunction to the extent caused by nonperformance or error by the ESCO or its Subcontractors. Notwithstanding anything in this Contract to the contrary, the ESCO's liability for any ECM Malfunction shall be governed by the Limitation of Liability provisions of Section 11.F.

O. Reference Standards. Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

P. Security Requirements. The ESCO will be required to fulfill, and to cause its Subcontractors to fulfill, all applicable security requirements of the County. Security requirements may include providing identification cards for all employees working on the Project, providing the County with photocopies of all such identification cards, employee social security numbers for purposes of background checks, and similar requirements. ESCO will indemnify, defend and hold the County harmless from any action arising out of the release of such information related to security requirements and background checks unless such release is directly the result of County action. Specific Security requirements pertaining to the Work may be included in Exhibit P - Special Conditions.

Q. County Rules. The ESCO agrees to familiarize itself with Cook County rules and regulations and inform its employees of all County policies respecting contraband and other matter. Before commencing Work, ESCO shall confer with the official in charge of the Work Sites and the Project Manager and ascertain full knowledge of all rules and regulations affecting working conditions. To the extent readily available, the Project Manager will endeavor to furnish the ESCO prior to the commencement of Work with regulations and procedures specific to working in the Facilities to the extent they are different from regular County procedures for working on County property.

R. Training. The ESCO will provide to the County a description of the ongoing training requirements for the County's operations and maintenance personnel necessary to maintain proper ECM performance after Final Acceptance. The ESCO shall conduct in-service training for County personnel in the operation and use and maintenance of each ECM for which training is reasonably required for proper operation and maintenance as set forth in Exhibit V, including all equipment installed as part of the Project. Training sessions shall be scheduled in coordination with and at the convenience of the County. In-service training shall be provided by the ESCO for all work shifts and shall include but not be limited to, operators, technologists, building facilities managers, and security personnel. If available, videotapes for training operators and service personnel will be provided. Additional training requirements are to be listed in individual technical specifications. Prior to Substantial Completion of the Project, the ESCO shall provide for approval of the County a summary of the training to be provided under this Contract by type of ECM and by type of County employee and setting forth the hours of such training. If the County believes such training to be inadequate, the ESCO shall revise the training summary to reasonably account for the County's concerns.

S. Presentations. Upon reasonable notice, the ESCO shall be responsible for attending and making presentations at various meetings on an as needed basis as determined by the Project Director, including County Board, County committee and community group meetings, in order to inform and advise County officials and the public on the status of the Project. Formal presentations (which shall mean presentations to a decision-making body such as the Cook County Board of Commissioners, the Cook County Health and Hospitals System, other decision-making bodies, and committees of such bodies) will also be required and are included in the Services. In addition to formal presentations, the ESCO will meet, as requested by the Project Director, with community groups, elected and appointed officials such as the Cook County Board President, the Sheriff of Cook County, executive staff of the County and of the Cook County Health and Hospitals System and similar elected and appointed officials.

#### SECTION 10. WARRANTIES AND ECM REPAIR AND REPLACEMENT.

A. Warranty. For the Warranty Period as to the ECMs in each Building following Substantial Completion of such Building, the ESCO warrants to the County ("ESCO's Warranty") that materials and equipment furnished under Contract will be of good quality and new, that the Work will be performed in accordance with the Standard of Care and free from faults and defects, that the ECMs materials, equipment and Work will conform with the requirements and performance standards of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the County. The warranty service under this paragraph shall include all repairs, preventive and corrective maintenance to the extent set forth in Exhibit R, labor, repair parts, and travel costs. All preventive maintenance services during the Warranty Period described in Exhibit R will be performed by the ESCO, at no additional charge, at the same frequency as recommended by the manufacturer's service literature or more frequently if dictated by use or the environment.

B. Exclusion from Warranty. The ESCO's warranty excludes remedy for damage or defect to the extent caused by (i) material modifications to ECMs not approved or executed by ESCO or its Subcontractors or (ii) improper or insufficient maintenance or operation of the ECMs by the County or its representatives that is not in accordance with Exhibit M and not supervised or directed by ESCO or its Subcontractors.

C. Warranty Period. The ESCO's initial Warranty Period for each ECM in a Building ("ESCO's Warranty Period") shall be 365 days running from and after the date of Substantial Completion of each ECM in such Building. Substantial Completion of one or more ECMs in a building does commence ESCO's Warranty Period as to those ECMs that have been Substantially Completed.

D. Extended Warranty Coverage. The County may elect to purchase extended warranty coverage from ESCO at a price to be negotiated by the ESCO and the County for so long as the annual cost of the Project inclusive of such extended warranty does not exceed the annual guaranteed savings value under Exhibit G.

E. Breach of Warranty. If, at any time prior to the expiration of the Warranty Period, the County discovers any failure or breach of the ESCO's Warranty, ESCO will, upon written notice from County and at the ESCO's sole cost and expense, immediately correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or inspection of any part or portion of the Work and any other property damaged or affected by such failure, breach, or corrective action). The ESCO will remedy any such failure or breach so as to minimize revenue loss to

the County and, to the extent possible, to avoid disruptions to the operations of the County and other occupants of the Building. During the ESCO Warranty Period, the ESCO will provide such Maintenance Services within the next business day of notice from the County of the need for such repair or replacement; provided that such Warranty Maintenance Services shall be provided within eight hours in case of an emergency potentially or actually risking harm to persons or property at one or more of the Facilities as reasonably determined by the County. In the event the ESCO fails to initiate and diligently pursue corrective action within five (5) days of the ESCO's receipt of the County's notice, the County may undertake such corrective action at the ESCO's expense.

F. **Manufacturers' Warranties.** At each Substantial Completion of an ECM or ECM Grouping, the ESCO will provide the County with the manufacturer's warranties and guarantees applicable to such ECM or ECM Grouping as described in Exhibit R ("Manufacturers' Warranties) in accordance with Section 8.N. These Manufacturers' Warranties are in addition to and not in lieu of ESCO's Warranty set forth in Section 10.A and the County is entitled to look to ESCO for remedy in all cases where ESCO's Warranty applies regardless of whether a Manufacturer's Warranty also applies. The ESCO represents that all Manufacturers' Warranties will be for periods and contain terms not less favorable to the County than those terms which are standard for the applicable industries for projects similar to the Project, and will either be issued in the first instance in the name of and for benefit of the County, or be in a freely assignable form and be assigned to the County without limitations. To the extent the ESCO receives any updates or revisions from the manufacturer, the ESCO will provide to the County, at no additional cost, all updates and revisions of the Manufacturer's Warranties, as they become available. All of the above documentation and manuals become the sole property of the County. All manufacturers' alerts/recalls received by the ESCO shall be forwarded to the County within 7 days of receipt by the ESCO. The ESCO will also provide for the County, information on available extended Manufacturer's Warranties on major equipment constituting the ECMs, together with costs and information and provide non-binding recommendations so that the County may best determine whether or not to purchase such extended Manufacturer's Warranties.

G. **Repair and Replacement of ECMs Beyond the ESCO's Warranty Period.** Beyond the ESCO's Warranty Period, if the ESCO is obligated to provide Maintenance Services under Exhibit K, the ESCO will provide such Maintenance Services within the next business day of notice from the County of the need for such repair or replacement; provided that such Maintenance Services shall be provided within eight hours in case of an emergency potentially or actually risking harm to persons or property at one or more of the Buildings or Facilities as reasonably determined by the County. If ESCO is not providing Maintenance Services and Manufacturers' Warranties apply to the ECM requiring repair or replacement, the County will cause the repair or replacement of the ECM in accordance with the Manufacturers' Warranties. If the ESCO is not required to repair or replace the ECM as Maintenance Services and the Manufacturers' Warranties do not apply, the ESCO and the County will agree to a schedule for the repair or replacement of the ECM, at the County's expense, that establishes reasonable timeframes for the engineering, procurement, and construction and installation associated with such work. The Parties will use good faith efforts to agree to any necessary adjustments to the energy performance calculations that account for the energy savings attributable to the period of time needed to repair or replace the ECM. However, any such adjustments to the energy performance calculations are subject to the terms and provisions of Exhibits G and H, which require the ESCO to notify the County within thirty (30) days of the ESCO becoming aware of a possible Cause for Adjustment, and to specify all Causes for Adjustment in the annual guaranteed savings reconciliation process.



SECTION 11. INSURANCE; DAMAGE AND DESTRUCTION; INDEMNIFICATION.

A. Insurance to be Maintained by the ESCO.

1. In General. The ESCO will maintain, at its sole cost and expense, the insurance set forth in Exhibit L from insurance companies and in a form reasonably satisfactory to County and shall provide certificates demonstrating compliance with the insurance requirements contained in this Section 11.A.1 and in Exhibit L; however, the ESCO shall only be compelled to furnish the County with copies of the insurance policies under court order or upon failure of the applicable insurer or insurers to honor claims under such policies for which the certificates indicate coverage. During the Guarantee Period, the insurance coverage set forth on Exhibit L may be reduced to a level deemed necessary by the County, in its sole discretion, to protect the County from liability for acts of the ESCO and risks and indemnities assumed by the ESCO during the performance of the Guarantee Period Services. The forms of coverage, limits of liability, deductibles or self-insured portions, insurance provider and premium for such insurance coverage is subject to the County's prior review and approval. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County. The ESCO shall require all policies of insurance that are in any way related to the Work and the Project and are secured and maintained by ESCO and all tiers of Subcontractors to include clauses providing that each insurer shall waive all of its rights of recovery, by subrogation or otherwise, against the County and its contractors, officials, agents and employees. The ESCO shall advise all insurance companies to familiarize themselves with the conditions and provisions of this Contract dealing with waivers of subrogation, insurance and indemnification. Failure of the ESCO to so notify these aforesaid insurance companies shall in no way relieve them from their obligations under this Contract.

2. No Work Without Insurance. The County will not allow the ESCO to commence, and the ESCO shall not commence any work under this Contract, until all insurance required under this Contract is purchased and evidence of such is received and approved by the Chief Procurement Officer and the Cook County Director of Risk Management. Thereafter, the ESCO shall, not less than sixty (60) days prior to the expiration of each and any policy of insurance required hereunder or in the case ESCO replaces its insurance with another policy or another carrier, deliver to the Chief Procurement Officer evidence satisfactory to the Chief Procurement Officer of the renewal or replacement of such expiring policy. The renewal or replacement policy shall comply with the provisions of this Article 5.

3. Maintenance Of Insurance Requirements. The ESCO shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them.

4. County Wrap-Up Insurance. At the County's option, to be exercised in writing on or before the issuance of the Notice to Proceed (Construction and Installation Services), the County can direct that the ESCO and its Subcontractors performing the Construction and Installation Services be insured in whole or in part through a County "wrap-up" insurance program which would replace some or all of the insurance requirements set forth in Exhibit L.

B. Damage and Destruction. The County is not liable for damage or destruction to the Work and/or to (a) any tools owned by mechanics, (b) any tools, equipment, scaffolding, staging, towers, and forms rented by ESCO, the capital value of which is not included in the

Contract Sum, and (c) any structures erected for housing or convenience of workmen caused by, but not limited to, the following: fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism, or malicious mischief. In no event will either party County be liable for consequential, incidental, or special damages, including without limitation any delay damages, lost opportunity damages, or lost profits incurred by the ESCO and/or its affiliates, Subcontractors, agents, or employees in connection with this Contract.

C. Risk of Loss. Regardless of the passage of title, risk of loss and damage to the Work and the ECMs as to each Building shall remain with the ESCO until the date of Substantial Completion of all ECMs and ECM Groupings in such Building and the commencement of the Warranty Period for all ECMs within such Building.

D. Indemnification in General. The ESCO agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all liabilities of all kinds, including but not limited to, losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for injury, death or damage to any person or property, the ESCO's failure to perform or cause to be performed its promises and obligations under this Contract, including its obligations to any Subcontractor, the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on appeal and litigation expenses (collectively all such liabilities are referred to as "Losses"), arising out of or connected with: (a) the ESCO's negligent performance or nonperformance of this Contract; (b) any negligent or intentional misstatement contained in any representation made by the ESCO in or pursuant to this Contract; (c) any breach of any warranty made by the ESCO in this Contract or in any documents or certifications required by this Contract; or (d) any negligent or otherwise wrongful errors, omissions or acts of the ESCO, its Subcontractors, agents or employees; or injuries or death of any employee of ESCO or any Subcontractors under any worker's compensation statute. The ESCO expressly understands and agrees that any insurance protection required by this Contract will in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 11.D. The provisions of this Section 11.D are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable. At the option of the County, ESCO will defend all suits related to Losses and which involve the County and will pay the expenses and costs incidental to them, but the County has the right, at its option, to participate at its cost in defense of any suit, without relieving the ESCO of any of its obligations under this Contract. Any settlement will be made only with the prior written consent of the County, if the settlement requires any action on the part of the County. To the extent permissible by law, ESCO waives any limits to its obligations to defend, indemnify, hold harmless or contribute any sums due under any Losses, including any claims by any employee of ESCO that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et. seq.* or any other related law or judicial decisions (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The County, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision. The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during ESCO's performance of Services beyond the term. ESCO waives all rights of recovery against the County which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Work or the Project and that are secured

and maintained by Contractor. The Contractor shall incorporate this provision into its contracts with all tiers of Subcontractors, requiring such Subcontractors to waive rights of recovery as aforesaid against the County

E. Indemnity Regarding Patents, Copyrights and Licenses. The ESCO agrees to hold harmless and indemnify the County Parties from, and defend, at its own expense (including reasonable attorneys', accountants' and ESCOs' fees), against any suit or proceeding brought against any of them based upon a claim that the ownership or use of equipment, hardware and software or any part thereof utilized in performing the Work constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, County or any of the County Parties shall notify ESCO in writing of any such suit or proceeding or significant threat thereof. The County hereby agrees to give the ESCO information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, the ESCO with all reasonable speed and due diligence shall provide or otherwise secure, at the ESCO's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of these Contract Documents.

F. ESCO Limitation of Liability. Notwithstanding anything to the contrary contained in this Contract, the aggregate liability of the ESCO to the County in relation to this Contract shall not exceed the Contract Sum. However, the preceding limitation shall not apply to, and no credit shall be issued against such liability limitation for: (i) the ESCO's defense and indemnity obligations set forth in Section 11.E as it relates to patent and copyright infringement; (ii) the ESCO's defense and indemnity obligations set forth in Section 11.D as it relates to claims by third parties for bodily injury, property damage, or otherwise; or (iii) claims which arise or result from fraudulent or unlawful acts, or the gross negligence or willful misconduct of the ESCO or its Subcontractors.

## SECTION 12. ENVIRONMENTAL WORK AND HAZARDOUS MATERIALS.

A. Encountering Hazardous Materials or Mold. If the ESCO encounters material in one or more Facilities reasonably believed to be a Hazardous Material or Mold ESCO must immediately stop Work in the area affected and report the condition to the County Representative in writing and by telephone or in person. The County or its environmental contractors will verify the presence or absence of the Hazardous Material or Mold reported by ESCO and, if the Hazardous Material or Mold is found to be present, develop a plan for identifying and handling the Hazardous Material or Mold. If no plan is in place, the ESCO will await and follow directions of the County. The ESCO will, at the request of the County, submit a proposal to perform the removal or remediation or such other abatement of such Hazardous Materials or Mold in accordance with EPA and IEPA guidelines and regulations. If the County accepts ESCO's proposal, as may be mutually negotiated, modified and agreed upon, then the ESCO shall perform such removal or remediation work or other abatement in accordance with the term of this Contract and such proposal as modified and negotiated, using only fully qualified and licensed abaters and remediators, and the ESCO will sequence and perform such remediation, and removal work or other abatement in accordance with IEPA and EPA guidelines and regulations. Any such removal, remediation or abatement work to be performed by the ESCO shall be deemed Allowance Services. If the County performs the required remediation, removal or other abatement work either directly or through a

qualified third party then the ESCO shall proceed with the Work following completion of such required remediation, removal and abatement work. The Work in the affected area may be resumed in the absence of the Hazardous Material or Mold, or when it has been rendered harmless.

B. Hazardous Materials Introduced to the Building by ESCO. The ESCO shall provide the County with an inventory of all Hazardous Materials or substances or products which are potentially hazardous used on a Work site or brought onto a Work site by the ESCO or Subcontractors of any tier. The ESCO shall also provide Material Safety Data Sheets (M.S.D.S.) for any Hazardous Materials or potentially hazardous products or substances for which such sheets are required by law. The ESCO shall label all containers according to the requirements of the Illinois Department of Public Health and the Illinois Department of Labor. The ESCO shall provide any special training which might be required for Cook County employees or other persons who must work or live in an area affected by Hazardous Materials or potentially hazardous products or substances. The inventory and the Material Safety Data Sheets shall be directed to Safety Manager, Risk Management Department, Cook County, 118 N. Clark Street, Chicago, Illinois 60602. Notwithstanding anything to the contrary set forth in this Section 12, if any Hazardous Materials or potentially hazardous products or substances are introduced to a Work Site after the Effective Date by the ESCO, its Subcontractors, and any party for whom they may be liable or if any Mold occurs within any Facility affected by the Work as the result of the implementation of the Project or the functioning of the ECMs, then any response, removal, cleanup, or other remedial action required by applicable law shall be performed by the ESCO at its sole cost and expense. Except as to the ESCO's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the County.

### SECTION 13. CHANGES IN THE WORK.

A. Minor Changes in the Work. The County may issue written field orders which interpret this Contract or order minor changes in the Work not involving a material adjustment in the Contract Sum or a material change in the Scheduled Completion Dates or the Project Schedule. ESCO will carry out such field orders promptly unless the ESCO reasonably disagrees with the County as to material effect of such field order in delaying the Project Schedule or increasing the Contract Sum or otherwise materially adversely impacting the anticipated Guaranteed Annual Savings Amount as further described in Exhibit G.

B. Minor Variations. The ESCO shall make, subject to the approval of the County and without cost to the County, such minor variations from the Design & Engineering Documents as may be necessary to obviate unforeseen interferences and shall adapt the Work to the requirements of all other trades, which together with the Work, will be necessary to complete the Work under the Contract. The County also reserves the right to request that any product, process or other recommended item for the Project be replaced with a substitute should the Project Director, the Construction Manager, if any or any County agent appointed for product review determine that the product or process does not meet applicable governmental regulations, industry standards or the needs of the Project. The County reserves the right to reject substitution requests without cause.

C. Substitutions: Written Approval Required. The ESCO shall make no substitution for materials, equipment, supplies, articles, or processes required under this Contract from the Contract Documents unless prior written approval is given by the Project Director. It shall be the duty of the ESCO to immediately inform the Project Director of any suspected or anticipated substitutions required pursuant to the following conditions: Substitutions may be required for compliance with final interpretations of law or insurance regulations or unavailability of specified

products, through no fault of ESCO or Subcontractor or because subsequent information discloses the inability of specified products to properly meet the specifications, or to fit in a designed space under the Contract Documents. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place. Substitutions which result in an increase in costs or a need for a time extension shall be treated as Change Orders.

D. Change Orders, Modifications and Written Notices.

1. In General. The parties may from time to time during the term of the Contract make modifications and amendments to this Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing with the written approval of the Chief Procurement Officer, and may require the approval of the Board as to increases as to the contract sum of the Contract or the length of any time extension for performance, in accordance with Sections 34-123 and 34-125(f) of the Cook County Procurement Code, as amended from time to time (the "Procurement Code"). The ESCO is hereby notified that, except for the specific authority granted to the Chief Procurement Officer pursuant to the Code and referenced in this Section, no County department or employee thereof has authority to make any modification or amendment to this Contract. The County will provide the format to be utilized for Proposal Request, ESCO Change Request, cost breakdowns, and Change Order Form.

2. County Initiated Change Orders. The County may from time to time during the term of the Contract request changes within the general scope of Work, consisting of additions, deletions or other revisions. All such changes in the Work shall be authorized by a Change Order and shall be governed by the terms and conditions of the Contract Documents, including Exhibit P.3 (except as agreed to by the Parties in writing). Where a change order is deemed necessary for the successful completion of the Work, as determined by the County, the ESCO shall perform the change order Work during any dispute resolution proceeding concerning the value of the change order Work. County requested changes shall be initiated by the County's issuance of a Proposal Request. The ESCO, with reasonable promptness and so as not to delay the Project, shall provide the County with a proposal including a breakdown of costs or credits for the proposed change, in the same detail and manner provided for ESCO Change Requests. In no event shall the ESCO proceed with the proposed change without a written Change Order, signed by the County, authorizing the change in Work and adjustment of Contract Sum or Contract Time. Change Orders so issued shall be signed by the ESCO, indicating agreement with the terms of the Change Order. Change Orders accepted by the ESCO shall be construed as a waiver of all additional claims for contract adjustment related to the Work required by the Change Order. The ESCO shall carry out the Work of the Change Order promptly. Refusal or failure on the part of the ESCO to accept the terms of the Change Order shall not relieve the ESCO of duty to proceed with the prosecution of the Work as changed so long as the County represents that funding is available for any material increase in costs resulting from such change.

3. ESCO Initiated Change Requests. Where appropriate to the successful progress and/or completion of the Work, the ESCO may initiate a request for a Change Order, which request is referred to as an "ESCO Change Request." The ESCO shall include as much as is reasonably possible of the following information in the initial written submission of any request to the County: a detailed description of the proposed change or changes; a statement of the reasons why the proposed changes should be authorized by the County; a statement of the anticipated effect, if any, of the proposed changes on the Contract Sum and/or the Contract Time, subject to Exhibit P.3 (except as agreed to by the Parties in writing), including any credits for deleted Work resulting from the proposed changes; a statement of the anticipated effect of the proposed changes in the

work of any separate contractors; the ESCO's additional overhead and profit; and documentation supporting any requested changes in the Contract Sum or the Contract Time. Supporting information required to be submitted with each ESCO Change Request shall include: the anticipated total labor hours for each separate unit of Work and the related hourly billing rates (to the extent required by the County Procurement Code or by Illinois law); construction equipment necessary for the Work and the related costs; listing of products required for the Work, including source of purchases, quantities and costs; all of the foregoing information for each significant unit of required subcontract Work; a statement of all applicable taxes, insurance and bond costs, if any, that are directly related to the Work;

4. Deductive Work and Net Increases When both additions and credits covering related Work or substitutions are involved in any one change or related series of changes involving one or more Work Sites, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change or series of changes. If a change or series of changes involves only deductive Work, the credit to the County shall be the ESCO's direct costs only for the labor and materials deleted. A series of changes for this purpose includes a series of interrelated changes which arise from a change and whose costs may reasonably be calculated together.

5. Authorization to Issue Written Notices. The Director of the Office of Capital Planning and Policy, or his authorized representative, is authorized to issue all written notices to the ESCO which the County may find necessary or appropriate in connection with this Contract, except where otherwise provided.

E. Extension of Scheduled Completion Dates. ESCO hereby acknowledges that the Work of this Contract will be performed in or near Facilities occupied or operated by the County and that such occupancy or operation has been factored into the establishment of the Contract Sum and Contract Time. Accordingly, no proposed Change Order from the ESCO arising out of the normal operations and occupancy of the Site shall be considered by the County. If ESCO claims that it is entitled to an extension of one or more Scheduled Completion Date by reason of (i) the issuance of a Change Order changing the Work, or (ii) the occurrence of an Excusable Event as described in Section 13.F, ESCO will give County notice to such effect, within five (5) business days after the commencement of the event, setting forth the extension in the Scheduled Completion Dates requested by ESCO and specifying the reasons why ESCO is requesting such extension. The County, acting through the Chief Procurement Officer and the County's Director of Capital Planning will inform ESCO of the extension, if any, of the Scheduled Completion Dates which County is willing to make, and, if County is willing to extend the Scheduled Completion Dates, a Change Order shall be issued extending the Scheduled Completion Dates to the date acceptable to County. If the ESCO is delayed at any time in progress of the Work by changes ordered in the Work by an Excusable Event, then the Contract Time will be extended by Change Order provided that: (i) ESCO has notified County in writing of such delay within five (5) business days following the date when ESCO becomes aware, or should have become aware through the exercise of reasonable diligence, of such delay; (ii) ESCO has taken all reasonable steps to avoid any such delay (including its continuance); and (iii) such delay is not a theoretical delay but does actually adversely affect the critical path of the Work and the Project. Otherwise, the ESCO will not be entitled to an extension of the Contract Time or of any Scheduled Completion Date for any delays in the progress of the Work. In general, any such extension will be for a period equivalent to the time lost by reason of such acts or delays.

F. Excusable Events. The occurrence of any of the following events shall constitute an Excusable Event:

1. Delays resulting from the acts or omissions of the County, to the extent such delays arise from circumstances beyond the reasonable control and without the fault or negligence of the ESCO, its Subcontractors, or other person for whom they may be liable, including suspensions of Work ordered by the County for reasons unrelated to the performance of the Work or the implementation of the Project by the ESCO or its Subcontractors, such as the failure of the County to procure necessary funding for the Project which materially adversely affects payment to the ESCO under this Contract;

2. The discovery of any Hazardous Materials or Mold in the Building sufficient to cause risk to workmen as reasonably determined by an environmental ESCO (unless the Hazardous Materials are introduced to the Building by the ESCO, its Subcontractors, or any party for whom they may be liable);

3. The occurrence of a change in Law impacting the schedule or cost for the Work, provided that a change in any income tax law or any law by which a tax is levied or assessed on the basis of the Contractor's income, profits, revenues or gross receipts shall not be an Excusable Event; or

4. Any of the following acts, events, conditions or occurrences to the extent that the same are beyond the ESCO's reasonable control, which could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on the ESCO's ability to perform the Work: labor disputes (except those caused by improper acts or omissions of the ESCO) riots, quarantine, epidemics, fire, earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the ESCO to foresee or to make preparations in defense against, extraordinary delay in deliveries of materials caused by strikes, lockouts, freight embargoes or governmental acts) abnormal adverse weather conditions that affect the Work not reasonably anticipatable, or unavoidable casualties. A rain, windstorm, or other phenomenon of normal intensity, based on the National Weather Bureau Reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an "Act of God" and no extension of time will be granted for the delays resulting therefrom. No extension of time will be granted for delay or suspension of the Work due to the fault of the ESCO. No extension of time on account of a delay due to unforeseen causes will be granted unless written application is submitted to the County within a reasonable time, given the circumstances. After a request for an extension of time due to an unforeseen cause is submitted, the Owner shall review such request and, either give the ESCO written notice of the extension of time, if any, to the Contract Time, or hold the request for later consideration.

G. No Damages for Delay. The County shall not be responsible for any loss, cost, expense, liability or damage sustained by ESCO through delay caused by County, by any other contractor or by the elements or any other cause. ESCO's sole remedy for delay, hindrances in the performance of Work, loss of productivity, impact damages and other consequential damages shall be an extension in the time to complete the Work. The ESCO covenants and agrees to use diligent, reasonable and conscientious efforts to avoid the occurrence of any and all causes for delay and to avoid the extension of performance dates.

H. ESCO's Delay. In addition to any other right or remedy available to the County at law or in equity or under the Contract Documents, if any delay on the part of the ESCO results in any claim against the County by another contractor arising out of such delay, the ESCO shall reimburse the County, or at County's election, the County may offset against amounts due the ESCO hereunder, for

any and all such claims which may be enforced against the County or the Project and ESCO shall indemnify and hold the County harmless from and against any and all such claims.

#### SECTION 14. PAYMENTS, RECORDS AND COMPLETION.

##### A. Payments.

1. Progress Payments; Retention. The ESCO shall submit applications for payment for Design Services and Construction and Installation Services on the first of each month following the month in which the applicable Notice to Proceed is issued by the County based upon Work performed and completed under the Cost Loaded Schedule. Payments will be made by the County equal to ninety percent (90%) of the value of Work satisfactorily completed under the Cost Loaded Schedule as of the date of such payment application. Payments for Allowance Services shall be made monthly upon presentation of the ESCO's statement of services rendered or expenses incurred. The County will retain an amount equal to ten percent (10%) of the value of such completed Work to assure faithful performance of the Contract under the Cost Loaded Schedules until Final Acceptance, less the aggregate of all previous payment. All partial payment estimates shall be subject to correction by the final estimate.

2. Adjustments and Pro-rations. No late payment interest or penalties shall accrue for any such payment due (including any and all payments made on disputed claims) pursuant to the terms of this Contract. Payments for partial months of service will be prorated by dividing the monthly fee by the number of days in the months and multiplying the result by the number of days of service for that month. Payments may never exceed the progress of the Project. The Cost Loaded Schedule will be adjusted to reflect the subtraction or addition of monthly payment amounts, or prorated monthly payment amounts due to changes in the Project Schedule and as agreed upon by the ESCO and the County. The ESCO will submit an updated Cost Loaded Schedule within three (3) business days of such agreed upon adjustment.

3. Invoicing. For each payment application hereunder, the ESCO shall submit the following documentation to the Project Director. All documentation shall be provided in the County's standard format or such format as is requested by the Project Director. The County may at any time modify invoicing requirements or request additional information. Separate invoices shall be submitted for Construction and Installation Services and Allowance Services. The following requirements are related to invoices:

a. Form 29A. Invoices shall be submitted in triplicate for each payment, using County Invoice Form 29A. Invoices will include an itemization of the services provided during the period covered by such payment in accordance with the Cost Loaded Schedule. The ESCO shall follow the County guidelines for such invoice submission set forth in Exhibit J.

b. Certification of Subcontractors to be Paid. ESCO shall submit a list of the subcontractors providing services during the period covered by such payment, and the amounts billed by and to be paid to such Subcontractors. Such list shall be certified by an authorized officer or employee of the ESCO (which officer or employee meets the requirements of the County Code for such certification) as true, correct and complete.



c. Lien Waivers. ESCO shall submit lien waivers executed by each subcontractors indicating that such subcontractor has received payment from the ESCO for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.

d. Cook County Code, Chapter 34, Sec. 34-310. Pursuant to the Cook County Code, ESCO shall be required to submit itemized records as a condition of payment, indicating the dates or time period during which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question.

4. Review of Applications for Payment. The ESCO shall review construction progress with the Project Director and any Construction Manager and submit to each of them all payment applications. The County may reject a payment application where the supporting reports and documentation required by this Contract have not been submitted with such payment application or where the Services related to such payment application have not been performed to the satisfaction of the County until such time as the delinquent reports and documentation have been submitted or Services performed to the satisfaction of the County.

B. Records; Right to Audit. The ESCO shall keep and maintain careful books and records, including the Payroll Records required in Section 9.I.11, of all of its costs and expenses and payments related to the Project, the Services and the Work including, but not limited to, time sheets, payroll records, labor costs, materials and equipment costs, expense journals and billings from ESCO's contractors, subcontractors, agents and data and information necessary to support the Performance Guarantee calculations (collectively, "Records") in accordance with generally accepted accounting principles, for a period of not less than four years following the date of Final Completion of the Project. ESCO shall require its sub-contractors to keep similar records. Upon ten (10) days written notice from the County, the ESCO shall make these records available to the County for audit, inspection and copying. The County will at all times have access to the Records for the purpose of inspecting and auditing the same, and the ESCO shall preserve such books and records for a period of at least three (3) years after the date of Final Acceptance. In addition to the requirements regarding audit of expense and payment records, ESCO agrees that the Cook County Auditor or any of its duly authorized representatives shall, for no less than three (3) years after final payment under this Contract, have access and the right to examine and copy any Records, books, documents, papers, canceled checks, bank statements, invoices, and records, including electronic records, related to this Contract or to ESCO's performance of this Contract. The ESCO shall be responsible for maintaining Records sufficient to document the costs of performance under this Contract. The ESCO shall include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that the subcontractor will be subject to the same requirements as the ESCO pursuant to this Section

C. Limitation on Waiver of Dispute. Payment by the County shall not be a waiver of the County's right to audit, inspect and copy the ESCO's Records, nor shall the County's payment or the ESCO's acceptance of payment waive any disputes between the County and the ESCO, including, without limitation, any disputes as to the correctness of the ESCO's invoices, the amount due to the ESCO, or the services rendered by the ESCO under this Contract. The ESCO's compensation shall be subject to final audit and adjustment by the County. In the event the ESCO receives payment under the Contract, reimbursement for which is later disallowed by the County, the ESCO shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the ESCO under any contract with the County.

D. Withholding Related to Unpaid Wages; Prompt Payment

1. The charges, wages and salaries of the ESCO and the Subcontractors, agents and employees performing work under this Contract hired, retained or engaged by the ESCO will be paid by the ESCO in accordance with its contract or applicable law without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by applicable regulations or contract. If there is any underpayment of such charges, wages or salaries by the ESCO, and if the County determines after consulting with the ESCO that such underpayment was erroneous or without good cause, the County may withhold the amount of any underpayment from funds otherwise due or owing to the ESCO under the terms of this Contract, for direct disbursement by the County to any underpaid Subcontractors, agents or employees for and on account of the ESCO, and such disbursements will be a credit against any sums due or owing to the ESCO under the terms of this Contract. Whenever any such funds are withheld by the County, the ESCO will be entitled to have that decision reviewed pursuant to the provisions of Section 16.A.

2. The ESCO acknowledges the requirements of Section 34-274 of the Procurement Code of Cook County and that failure by the ESCO to comply with such requirements may be deemed a material breach of the Contract under Section 34-274. Additionally, consistent with the purpose of Section 9 of the Illinois Local Government Prompt Pay Act, 50/ILCS 50/9, the ESCO agrees to make payment to its Subcontractors under this Contract in connection with the Project no later than fourteen (14) days following the ESCO's receipt of any payment from the County pursuant to an invoice which includes or incorporates amounts owed and to be paid to such Subcontractor; provided (i) that such Subcontractor has provided to the ESCO all required invoicing, documentation, certifications, and lien waivers as required to be paid such amount under its subcontract; and (ii) there is no reasonable dispute as to amounts owing or as to the completeness and quality of the work performed or the quality or quantity of supplies or products provided pursuant to such invoicing documentation. The County may withhold amounts due to the ESCO under the Contract for overhead and profit or for the ESCO's own work, following notice as provided in this Contract, until breaches under this Section have been rectified.

E. Other Grounds for Withholding of Progress Payments. The Director may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to such an extent may be necessary to protect the County from loss on account of any of the following: defective work not remedied; claims filed or reasonable evidence indicating probable filing of claims; a reasonable doubt that the Contract can be completed for the balance then unpaid; or evidence of damage to the work of another contractor. When all of the foregoing grounds are removed, certificates shall be issued for amounts withheld because of them.

F. Final Payment after Final Acceptance. Following Final Acceptance but before final payment is made under the Contract for the Work and as a condition precedent to such final payment, the ESCO shall furnish as Project Closeout Items waivers of all liens and satisfactory guarantees against all remaining claims on account of Work performed, tools and plant employed and material and labor furnished under the Contract, together with two (2) hard copies of "As-Built" drawings of all modified conditions associated with the Project, conforming to typical engineering standards and all keys and tools included in Project Closeout Items. The As-Built drawings shall also be submitted in an electronic format compatible with the AutoCAD or other similar system agreed to by the Parties. The County will, at the expiration of thirty (30) calendar days after Final Acceptance and receipt of such waivers and drawings, pay the whole account of remaining money due to the ESCO under the Contract for the

Work up to Final Acceptance. The acceptance by the ESCO of the final payment above mentioned shall operate as and shall be a release to the County from all claims or liability under this Contract for 16A anything done or furnished or relating to the Work, or for any act or neglect of the County relating to or connected with this Contract. If it is deemed inexpedient to correct Work injured or done not in accordance with Contract, the difference in value, together with a fair allowance for damage shall be deducted either from any retainage, pay request or Contract sums.

G. Acceptance and Payment Not to Constitute Acceptance of Defective Work. Neither the final certificate of payment nor any provision in the Contract Documents shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the ESCO of liability in respect to any warranties or responsibility for faulty materials or workmanship and no error or oversight in delay in discovery or rejection of defective or improper Work or materials, by the County shall relieve the ESCO of any of its obligations under this Contract.

H. Offsets. All back charges to the ESCO, refunds from the ESCO, and other offsets against any amounts due ESCO permitted or required under the Contract Documents may be taken at any time from amounts due to ESCO under the Contract Documents once the County has determined the amount of the back charge, refund, or offset to be made.

I. Funding. Payments for Services under this Contract will not exceed the applicable "not to exceed" dollar amounts shown in Section 4 without a written amendment or change order, as permitted by the County Procurement Code

#### SECTION 15. DESIGN MATERIALS AND INTELLECTUAL PROPERTY.

A. Copies of Design Materials. The copies and other tangible embodiments of the drawings, specifications, designs, plans, "architectural work" (as such term is defined in the Architectural Works Copyright Protection Act of 1990) and other documents, prepared by or on behalf of the County, the ESCO, and/or Subcontractors in connection with the Project or the Services (collectively, the "Design Materials") are deemed "work for hire" and shall remain the exclusive property of the County. The ESCO shall use its best efforts to ensure all copies of the Design Materials are delivered or returned to the County or suitably accounted for upon the County's request or upon final payment, whichever is earlier. The ESCO may retain one copy of the Design Materials for its records, but shall not use such copies for any purpose other than with respect to the Contract Services without the County's prior written consent.

B. Project Documents and Deliverables. The ESCO and the County agree that, to the extent permitted by law, the Project Documents and Deliverables which are not Design Materials and which are not already subject to Intellectual Property Protections shall, upon the preparation thereof and at all times and in all events thereafter, be conclusively deemed "works for hire" within the meaning and purview of the copyright laws of the United States. To the extent any such and Project Documents and Deliverables do not qualify as a "work made for hire", the ESCO hereby irrevocably grants, assigns and transfers all rights title and interest in such Deliverables and Project Documents to the County. The County will be the sole owner of such Project Documents and Deliverables, including all components and elements in which copyrights can subsist and of all rights to apply for copyright registration or to prosecute any claims for infringement. To the extent necessary to transfer property rights in Project Documents and Deliverables to the County, this Contract constitutes a Bill of Sale from the ESCO and all of its Subcontractors in favor of the County for the Project Documents and Deliverables. The ESCO, for itself and for and on behalf of its Subcontractors, agents and employees, does hereby sell, assign and

transfer to the County absolutely free and clear of all liens, interests, claims and encumbrances, all such Deliverables as and when prepared or received, subject only to a license in favor of the ESCO, its Subcontractors, agents and employees to use the same in the performance of their duties and obligations under this Contract. During the performance of the Contract, the ESCO shall be responsible of any loss or damage to the Project Documents and Deliverables while they are in ESCO's possession, and any such loss or damage shall be restored at the expense of the ESCO. The County and its designees shall be afforded full access to the Project Documents and Deliverables at all times.

C. License for the Use of Proprietary Project Documents and Deliverables As to those Project Documents and Deliverables which are already subject to any Intellectual Property Rights of the ESCO or a Subcontractor ("Proprietary Project Documents and Deliverables"), the ESCO hereby grants and will cause to be granted and delivered to the County from the ESCO and such Subcontractors a paid-up, non-exclusive, world-wide, irrevocable, transferable license, for the term of the Intellectual Property Rights, for the County to use, reproduce and have reproduced, and for the County to allow others to use, reproduce and have reproduced the Proprietary Project Documents and Deliverables and any derivative thereof, subject to the restrictions set forth below:

1. All Intellectual Property Rights in or relating to any of such Proprietary Project Documents and Deliverables shall remain the property of the ESCO or the appropriate Subcontractor, whether or not the Project is completed; and

2. The County shall not, without the prior written consent of the ESCO, use such Proprietary Project Documents and Deliverables, in whole or in part, for the construction of any other project. The County may, however, at no cost to the County, use such Proprietary Project Documents and Deliverables (i) for completion of the Project and the Services by others upon termination of this Contract or termination of the ESCO's right to perform all or any portion of the Services, and (ii) for the construction, operation, maintenance and repair of (and for additions, improvements, changes or alterations to) the Project after its completion.

D. License for Software. To the extent any ECM or any Deliverables involve the use of software which are proprietary to the ESCO (which for purposes of this Section shall include all subcontractors of ESCO under this Contract), ESCO grants the County a license for the County to operate the software as intended after Final Acceptance of the Project. The ESCO shall provide for automatic updating and shall offer upgrades of such software and propriety materials for so long as the software is made available to customers. Unless in violation of a third party software license (which shall not be deemed to include ESCO or any Subcontractors), nothing in this Contract prevents the County from using any such software to create custom versions which are suitable for use in the Facilities or other County property.

E. License Fees, Royalties and Patents. The ESCO will pay all copyright, patent and intellectual property royalties and license fees related to the Services and the Work which are not included in the purchase price of products and equipment. All fees for any patent invention, article, or arrangement or other appurtenances that may be used upon or in any manner connected with the construction, erection, or maintenance of the Work, or any part thereof embraced in the Contract Documents, shall be included in the price stipulated in the Contract for said Work. The approval of any method of construction, invention, appliance, process, article, device, or material of any kind by the County shall only be approval of its adequacy for the Work and shall not be approval of the use thereof by the ESCO in violation of any patent or other rights of any third person. The ESCO shall indemnify and hold harmless the County for claims violations of intellectual property rights as set forth in Section 11.E.

## SECTION 16. DISPUTES.

A. Presentation of Dispute. Except as regards matters covered under Section 16C regarding Substantial Completion or the potential cost of Change Orders, if the ESCO disputes any decision by the County, then the ESCO shall present such dispute to the Director of the Office of Capital Planning and Policy. If any disputes remain unresolved after twenty (20) days of such presentation, the ESCO may give written notice thereof to the County, requesting that the Chief Procurement Officer decide the dispute. The notice shall include a description of the dispute, specify the provisions of this Contract relating to the dispute, and state whether the dispute was previously presented to the Director of the Office of Capital Planning and Policy. Upon request of the Chief Procurement Officer, the Director of the Office of Capital Planning and Policy shall submit to the Chief Procurement Officer a written response to the notice, and shall send a copy of the response to the ESCO. The Chief Procurement Officer's decision on the dispute shall be rendered in writing, and shall be furnished to both the Director of the Office of Capital Planning and Policy and the ESCO. Dispute resolution as provided herein shall be a condition precedent to any other action by the ESCO at law or in equity and, except as set forth in this Contract, nothing herein shall be deemed to deprive the ESCO of other remedies available to it at law or in equity.

B. Continuation of Services. Notwithstanding any dispute, the ESCO shall continue to discharge all of its obligations, duties and responsibilities under this Contract as interpreted and directed by the Director of the Office of Capital Planning and Policy during the pendency of dispute resolution proceedings pursuant to this Section

C. Disputes Concerning Substantial Completion or the Cost of Change Orders. Any disputes concerning Substantial Completion of the Work or the cost of Change Orders will be submitted for dispute resolution to a third party professional engineering firm ("Engineer Neutral"), which firm shall be reasonably acceptable to both the ESCO and the County. The Engineer Neutral shall be authorized to make determinations and bind the Parties on issues related solely to technical interpretations regarding the adequacy of the Design & Engineering Documents or the execution and/or completion of the Work embodied in the Design & Engineering Documents as it relates to the determination of Substantial Completion or the correct calculations of the cost of potential Change Orders when the parties are in dispute on such issue. The Engineer Neutral shall not have the authority to render determinations regarding delay claims, payment disputes or any other Contract disputes that do not involve or arise out of the content of the Design & Engineering Documents and/or the quality of the execution of the Work. All disputes beyond the authority of the Engineer Neutral shall be resolved pursuant to Section 16.A and the Engineer Neutral shall have no authority to order the County to enter into Change Orders or to make any payments. The determination of the Engineer Neutral with respect to the matters covered in this Section 16.C will be final and not subject to further dispute by the parties. The ESCO and the County shall share equally the costs or fees for such firm in connection with such dispute resolution process.

## SECTION 17. DEFAULT AND TERMINATION.

### A. Events of Default

1. Default by County. The County will be in default hereunder if any material breach of this Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice has been given by the ESCO to the County, setting forth the nature of such breach; provided that the County shall get such reasonable additional time as is needed, if the County has

commenced the cure for such breach within the forty-five (45) day period and is diligently pursuing a cure for such breach.

2. Default by ESCO. The following constitute material breaches of this Contract by the ESCO, which if not cured as set forth in Section 17.B.1 will constitute a "Default:"

(i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by ESCO to the County.

(ii) ESCO's material failure to perform any of its obligations under this Contract including, but not limited to the following:

(a) Failure due to a reason or circumstances within ESCO's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Project Director, the Director of Capital Planning and Policy, or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons determined by the Chief Procurement Officer to be within ESCO's reasonable control; and

(e) Failure to comply with any other material term of this Contract, including the provisions concerning insurance and nondiscrimination.

(f) Failure to provide adequate notice of a change of control of the ESCO, together with a failure of the successor entity to provide adequate assurance of continued Services meeting the requirements of this Contract within a reasonable time following such change of control.

(g) ESCO's default under the Performance Guarantee or any other agreement it may presently have or may enter into with the County during the life of this Contract: ESCO acknowledges and agrees that in the event of a default under this Contract the County may also declare a default under any such other contracts or agreements.

(h) Failure to comply with Division 8 of the County Procurement Code, consisting of Chapter 34-260 to 34-289 during the performance of this Contract.

(i) ESCO's repeated or continued violations of County ordinances unrelated to performance under the Contract that in the opinion of the Chief Procurement Officer indicates a willful or reckless disregard for County laws and regulations.

B. County's Remedies on Default

1. Notice and Cure. In case of an event of default, as described in Section 17A.2., the ESCO shall have thirty (30) days after written notice is given to the ESCO by the County, setting forth the nature of such default to cure such default; provide that there shall be no cure period if the ESCO

fails to respond within forty-eight (48) hours in case of notice of emergency conditions or in case of fraud or willful misconduct or gross negligence on the part of the ESCO or its Subcontractors. Except for the foregoing, if the nature of such breach is such that it cannot be cured or corrected within said thirty (30) day period, the Chief Procurement Officer may grant the ESCO have any additional period reasonably necessary to cure or correct such breach, as long as ESCO has commenced to cure or correct such breach within such thirty (30) day period and does, in fact, cure or correct such breach as soon as reasonably practicable, provided, however, that such additional period for cure shall not exceed one hundred and twenty days (120) days. Whether to declare ESCO in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract; provided that, except as set forth in this Contract, nothing herein shall be deemed to deprive the ESCO of other remedies available to it following a finding of default by the Chief Procurement Officer.

The Chief Procurement Officer will give ESCO written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he or she will also indicate any present intent to terminate this Contract, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if ESCO fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given, ESCO will discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Contract, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

2. Right to Withhold Payments. Except in the case and to the extent provided in Section 17.B.1, when the County elects to continue using ESCO's services, County will have the right to withhold payments owed to the ESCO until such time as the ESCO has cured the breach or noncompliance which is the subject matter of the notice.

3. Right to Terminate. If the ESCO fails to remedy a material breach during the cure period pursuant to Section 17.B.1, the County will have the right to terminate this Contract; provided, however, that the County will give the ESCO five (5) days prior written notice of termination. In the event of termination, the County reserves the right to elect to continue using the ESCO's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services and therefore may specify in its notice of termination that the termination will not take effect until replacement services are obtained. The ESCO will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Contract will be in full force and effect.

4. Right to Continue Using Services. In all events of termination, the County may elect to continue using the ESCO's existing services in full until the effective date of termination, as described above; increase monitoring and oversight of the ESCO's operations; or substitute County's designees for the ESCO's personnel utilizing the ESCO's facilities pending the implementation of replacement services. Any increased monitoring or oversight of the ESCO by the County will be done in a way that does not interfere with the ESCO's ability to effectively and efficiently perform its work.

5. Non-Performance; Delays. The ESCO will be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of the ESCO's non-performance or delay in the performance of the service required by the terms of this Contract, to the extent that such expenses are not caused by persons or events beyond the ESCO's control.

6. Compensation Due as of Termination for Convenience or Default. All compensation due the ESCO will be calculated based upon the terms of Section 4 to the effective date of termination and will be paid to the ESCO except where the County may have a claim or dispute with regard to such payment.

7. Taking Over of Work. If this Contract is terminated by the County as a result of the ESCO's default and the County does not elect to continue using the ESCO's services, the termination will be effective at the expiration of the five (5) day notice period and the County may take over and complete the ESCO's work or it may contract with others for such completion. In such event, the ESCO will be liable to the County for any additional costs incurred by the County for such completion. After County has secured replacement services or taken over the work itself, the ESCO will within fourteen (14) days remove any and all of the ESCO's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

8. Turnover of Project Documents and Deliverables. In the event of termination of this Contract by the County, all finished and unfinished documents, data, studies and reports and other Deliverables prepared by the ESCO, its Subcontractors, agents and employees and any other County property in the ESCO's custody will be transmitted to the County within seven (7) days after the date of termination of this Contract and payment by County of all undisputed amounts due to ESCO as of the termination. The ESCO hereby assigns to the County, to the extent it is able to do so, all the right, title and interest of the ESCO in and to all subcontracts and consulting agreements and contracts to be effective without further action of the parties hereto upon the termination of this Contract.

9. All Remedies Available. If the Chief Procurement Officer considers it to be in the County's best interests, he or she may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits ESCO to continue to provide the Services despite one or more events of default, ESCO is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the County waive or relinquish any of its rights. The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute, including, but not limited to, actions for damages and set-offs. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of neither default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

10. Reimbursement. The County will be entitled to reimbursement from ESCO for any costs or expenses incurred by County due to a default.

C. ESCO's Remedies. If, through no fault of the ESCO, the County fails to make payments to ESCO as set forth in Section 17.A.1 and Exhibit J, ESCO may, after the expiration of the cure period described in Section 17.A.1, terminate the Contract; provided, however, that the ESCO will give the County thirty (30) days prior written notice of termination. Upon payment of all undisputed amounts, in the event of termination, the County will have the right to continue using the ESCO's services in full for a reasonable period of time until County will have replaced such services. The ESCO will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Contract will remain in full force and effect. All compensation due the ESCO will be calculated based upon the terms of Section 4 and Exhibit J. to the date of termination and will be paid to the ESCO except where the County may have a



claim or dispute with regard to such payment. The ESCO may include for termination payment materials delivered to the Facilities and applicable cancellation fees for equipment orders if lead times for those equipment orders have been provided in the Design & Engineering documents pursuant to Section 7.B of this Contract. However, no payments will be made for Work not actually performed, and no payment will be made or due for lost profits for portions of the Work not actually performed.

D. Removal of ESCO's Personnel, Property. After replacement services have been secured and are operational the ESCO will within fourteen (14) days remove any and all of the ESCO's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

E. Excess Costs. The County may offset any excess costs incurred: (i) if the County terminates this Contract for default or any other reason resulting from ESCO's performance or non-performance; (ii) if the County exercises any of its remedies under Section 17.B of this Contract; or (iii) if the County has any credits due or has made any overpayments under this Contract. The County may offset such excess costs by use of any payment due for Services completed before the County terminated this Contract or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, the ESCO is liable for and will promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

F. Termination of Contract and Refund. In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, the ESCO shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

G. Remedies Available. Subject to the requirement of dispute resolution under this Contract, the ESCO will have the right to pursue monetary remedies available in law or equity. In all cases the ESCO's damages will be those provable direct monetary damages not to exceed the value of this Contract as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Contract. This notwithstanding, due to the critical nature of this Contract, the ESCO will not unilaterally disrupt the operation or unilaterally repossess any component thereof. ESCO agrees that no financial charges or claims shall be made by ESCO for any delays or hindrances whatsoever during the progress of this Contract and that, if the County terminates this Contract, the ESCO may not seek reinstatement of this Contract.

H. Termination for Convenience. The County may terminate this Contract, terminate a portion of the ESCO's services under this Contract, or reduce the scope of the Project, the ESCO's services or both, at any time by notice in writing from the County to the ESCO. If the Contract is terminated by the County (i) all services under this Contract will cease except for the completion of any reports, analyses or other tasks previously begun as requested and approved by the Project Director in the notice of termination or thereafter in writing and (ii) provided that the County has made payment for all undisputed amounts then owing for Work performed prior to such notice of termination, the ESCO shall deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the ESCO under this Contract within 10 days after the date the notice of termination is considered to be delivered or from the effective date of the termination given in the notice, and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon services actually rendered in accordance with the Cost Loaded Schedule. Such payment so made to the ESCO shall be full settlement for services actually and

satisfactorily rendered under this Contract and ESCO's sole remedy. If the County terminates a portion of the ESCO's services under this Contract or reduces the scope of the Project or the ESCO's services, the County and ESCO will negotiate in good faith a reduction in the ESCO's compensation to reflect the value of the services performed and to be performed. No amount of compensation, however, is permitted for anticipated profits or on unperformed services. The ESCO will include in its contracts with its Subcontractors a provision in form and substance equivalent to this termination provision to prevent claims against the County arising from termination of subcontracts in the event of a termination for convenience. The ESCO waives any claims against the County resulting from any subcontractor's claims due to termination for convenience. If the County's election to terminate this Contract for default under Sections 17.C.3 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be termination for convenience under this Section 17.J.

I. Termination for Lack of Receipt of Necessary Approvals or Non-appropriation of Funds. Notwithstanding anything to the contrary contained in this Contract, this Contract is expressly contingent upon receipt by the County of all necessary approvals to complete the Project from applicable federal, state and local authorities; provided however, that nothing contained herein will be deemed to impose upon the County a requirement for obtaining any permits or other approvals that are generally required to be obtained by the ESCO. In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Contract or, at the County's election, that part of this Contract attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the ESCO of Services actually rendered in accordance with the Cost Loaded Schedule. Such payment so made to the ESCO will be full settlement for services rendered under this Contract and ESCO's sole remedy. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Contract, then the County will notify ESCO in writing of that occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. Payments for Services completed to the date of notification will be made to ESCO and any payment so made shall be in full settlement for services satisfactorily performed under the Contract. No payments will be made or due to ESCO and under this Contract beyond those amounts appropriated and budgeted by the County to fund payments under this Contract.

J. Suspending the Work. The County shall have the absolute right to suspend the Project. Where the County suspends the Project any work performed by the ESCO during such suspension period shall be at the ESCO's sole risk and the County shall not be responsible for any compensation or delay damages on account of such suspension period. The ESCO agrees to keep such Key Personnel reasonably available during all suspension periods which do not exceed ninety (90) days and the County shall not unreasonably withhold any approvals of proposed changes in Key Personnel during the County's suspension of the Work so long as in the reasonable opinion of the Project Director, such proposed change does not adversely affect the Contract Services or the performance of the Project and the Work.

K. Reduction of Services. The County reserves the right to reduce the scope of services set forth in this Contract. In the event the County reduces the scope of services, the ESCO shall be entitled to compensation for Services actually rendered in accordance with Section 4 and Exhibit J.

## SECTION 18. ASSIGNMENT.

A. No ESCO Subcontracting or Assignment without Approval. The ESCO may not assign this Contract or the Contract Documents, in whole or in part, without the prior written consent of the County, which approval shall not be unreasonably withheld or delayed as to affiliates and otherwise in its sole discretion, nor shall ESCO assign any moneys due or claims due or to become due to it under the Contract Documents without the prior written consent of the County, in its sole discretion. Any assignment of monies due under the Contract Documents made without the prior written consent of the County is void, and the assignee in that case acquires no rights against the County. In no case shall such consent relieve the ESCO from its obligations or change the terms of the Contract. The unauthorized assignment or sub-contracting of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due to the ESCO shall have no effect on and are void so far as the County is concerned.

B. County Assignment. County may assign this Contract and the Contract Documents in its sole discretion to (i) a lender for collateral purposes, or (ii) any entity wholly owned or controlled by the County. The County may assign this Contract to any other entity approved in advance by the ESCO, which approval shall not be unreasonably withheld or delayed.

C. Permitted Assigns. This Contract shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

#### SECTION 19: REPRESENTATIONS AND COVENANTS

A. ESCO's Representation of Authority. The ESCO represents and warrants that the ESCO is authorized to do business in the State of Illinois and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the services required hereunder. The ESCO hereby represents and warrants that the person executing this Contract on behalf of the ESCO is duly authorized to do so and has submitted documentation evidencing such authority, and this Contract is a legal, valid and binding obligation of the ESCO, enforceable against the ESCO in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

B. Financial Capacity. The ESCO represents and warrants that the ESCO is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the ESCO.

C. Joint and Several Liabilities. Notwithstanding anything to the contrary contained in this Contract, if the entity which is the ESCO hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the ESCO under the terms of this Contract is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the ESCO (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of ESCO will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.

D. Ability to Perform. The ESCO represents and warrants that the ESCO is able to furnish the professional services, and any materials, supplies, equipment and labor required to

complete the Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.

E. Familiarity with Project. The ESCO represents and warrants that the ESCO is familiar with the requirements of the Project and this Contract, and has carefully examined the provisions and requirements of this Contract; it understands the nature of the Services required; from its own assessment it has satisfied itself as to the nature of all things needed for the performance of this Contract; this Contract is feasible of performance in accordance with all of its provisions and requirements, and the ESCO warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Contract; and the ESCO or its Subcontractors are experienced in the areas of planning, designing, and performing architecture and engineering services in regard to these ECMs and the Services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of the ESCO under this Contract. The ESCO has the necessary skill, financial resources and personnel to successfully complete its services under this Contract.

F. Adequate Review. The ESCO represents and warrants that the ESCO was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this Contract prior to execution of this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The ESCO did so review these documents, and either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, the ESCO relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract in its entirety without claiming reliance on it or making any other claim on account of its omission.

G. No Criminal Proceedings. The ESCO has not received notice, or has no reasonable basis for believing, that it or any of its officers are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of anti-trust violations; business fraud; discrimination due to race, creed, color, handicap, gender, marital status, age, national origin, religious affiliation; or failure to fulfill any obligation required by law or contract pertaining to affirmative action. The ESCO will secure the same representation and warranty from its Subcontractors and agents performing the ESCO's obligations under this Contract.

H. True and Correct Statements. The statements of the ESCO contained herein and any and all documents submitted by or on behalf of the ESCO pursuant to this Contract are and will be true and correct in all material respects, and neither this Contract nor any of such documents omits or will omit any material fact necessary to make the statements of the ESCO contained herein or therein, when delivered to the County, in light of the circumstances under which they were made, not misleading. The ESCO will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct. The ESCO warrants and represents to the County that the disclosures and certifications set forth on Exhibit O are and shall remain true and correct.

I. No Auditing Services. The ESCO represents and certifies that neither it nor any of its "Affiliates" has any Contract or contract with the County regarding Auditing Services for or with the County. The ESCO will not consent to a subcontract with Subcontractors which

Subcontractors or any of its "Affiliates" has an agreement or contract with the County regarding Auditing Services. The terms "Auditing Services" and "Affiliates" have the meanings set forth in Section 34-12 of the Cook County Code.

J. Additional Representations Regarding Delinquencies Under County Codes. Setoff. ESCO represents and certifies that neither it, nor to the best of its knowledge, any of its Subcontractors, is disqualified from entering into an agreement with the County because of (a) a delinquency in the payment of any tax, fee or debt to the County or a determination of status as a "predatory lender" under Section 34-171 of the County Codes; (b) a disqualification for noncompliance with child support orders under Section 34-172 of the County Codes; (c) a disqualification for illegal activities under Section 34-173 of the County Codes; (d) a disqualification for willful violation of the Cook County Independent Attorney General Ordinance under Section 34-174 of the County Codes ;(e) has been found liable for making false statements of material fact to the County under Section 34-175 of the County Codes; or (f) disqualification due to contract default or termination for cause by the County within the last 24 months under Section 34-170 of the County Codes.

#### SECTION 20. OTHER CONDITIONS OR PROVISIONS.

A. Governing Law and Venue. This Contract shall be governed by the laws of Illinois. The ESCO irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Contract, or arising from any dispute or controversy arising in connection with or related to this Contract, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and the ESCO consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. The ESCO waives any right it may have to transfer or change the venue of any litigation brought against it by the County in accordance with these provisions.

B. Severability. The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Contract is unenforceable as a matter of law, such part or provision of this Contract shall be deemed severable and the remainder of this Contract shall survive.

C. Waiver. No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

D. Relationship of the Parties. The ESCO and its employees, agents and subcontractors are independent contractors and not employees of the County. Nothing contained in this Contract shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, or of partnership, or of joint venturers, or any relationship between the parties other than that of independent contractor. The rights and duties contained herein shall not inure to the benefit of any third party, except as specifically provided herein.

E. Amendment. No amendment to this Contract shall be effective until and unless reduced to writing and executed by the Parties.

F. Entire Contract. This Contract includes the Contract and the following exhibits and attachments incorporated herein by this reference: Exhibit A, Board Authorization Letter; Exhibit B, List of Energy Conservation Measures (ECMs) & Facilities, Utility Meters and Design Document

Submittals; Exhibit C, Project Description and Scope of Services, Exhibit D, List of Subcontractors by Type of Service; Exhibit E, Key Personnel; Exhibit F, Project Schedule; Exhibit G, Savings Guarantee; Exhibit H, Measurement & Verification Services, Exhibit I Measurement and Verification Services Payments; Exhibit J, Schedule of Values; County Guidelines on Invoices; Exhibit K, Maintenance Services by ESCO; Exhibit L, Insurance Requirements and Certificates; Exhibit M, Required Maintenance by County; Exhibit N, Certificate Forms; Exhibit O, Economic Disclosure Statements; Exhibit P, Supplemental County Conditions; Exhibit Q, Cook County Warranty Matrix by Building;; Exhibit R, Warranties; Exhibit S, Modifications to Energy Audit Documents; ; Exhibit T, Standards of Service; Exhibit U, Commissioning Plan; Exhibit V, Training Plan; Exhibit W, Form of Bonds, including Certifications and Execution Forms. It is expressly agreed that the provisions set forth in these Contract Documents, together with all attachments and Exhibits thereto, constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Contract Documents are of no force and effect.

G. Statute of Limitations. Notwithstanding anything provided herein or by applicable law, the parties agree that in no event shall the statute or statutes of limitation applicable to any part of the ESCO's Work and the Work provided by the ESCO's Subcontractors, ESCOs and agents, be deemed to commence until after Final Acceptance of the entire Project or in the case of termination, at such termination, to the extent consistent with law.

H. Rights Cumulative. Except as otherwise provided in this Contract, (i) rights and remedies available to the County and/or the ESCO as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the County and/or the ESCO in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

I. Further Assurances. Each Party hereto shall, from time to time, at the request of the other Party and without further consideration, execute and deliver and cause to be executed and delivered such other instruments and take such other actions as the requesting Party may reasonably request to undertake the Contract Services and carry out the intent and purposes of this Contract.

J. Notices. Any information or notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to the County:

OFFICE OF THE CHIEF PROCUREMENT OFFICER

Cook County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602

Attention: Chief Procurement Officer  
(Reference Project and County Contract Document Number)

WITH A COPY TO:  
DEPARTMENT OF CAPITAL PLANNING AND POLICY  
69 West Washington Street, 30th Floor  
Chicago, Illinois 60602  
Attention: Energy Manager

If to ESCO:

David G. Mannherz  
Executive Vice President  
1 Research Drive, Suite 400C  
Westborough, MA 01581

WITH A COPY TO:  
Adam M. Nee  
General Counsel  
1 Research Drive, Suite 400C  
Westborough, MA 01581

All project warranty and service notice, including extended services and manufacturers' warranties following Final Acceptance (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered per the process outlined in Contract Exhibit R – Warranties.

K. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which counterparts shall constitute one Contract. To facilitate execution of this Contract, the Parties may execute and exchange facsimile counterparts of the signature pages, provided originally executed signature pages are exchanged promptly thereafter.

L. Headings. The headings of articles and Sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract.

M. Survival. All the covenants, indemnities, representations and warranties of the ESCO and the County, respectively, contained in this Contract shall survive the consummation or termination of this Contract.

N. Certifications Pursuant To County Ordinances And State Laws. Execution of this Contract shall be made by executing the Economic Disclosure Statement, including certifications and execution forms, attached to this Contract and, by this reference, incorporated into and made a part of this Contract.

O. Tax and Fee Delinquency; Cook County Code, Chapter 34, Section 34-130. The County is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County. The ESCO hereby agrees that it is subject to the provisions of this Section.

P. Disqualification For Non-Performance Cook County Ordinance Chapter 10, Section 7.3. No person or business entity will be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the County's Board of Commissioners. The period of ineligibility will continue for 24 months from the date the County's Board of Commissioners terminates the contract. The ESCO hereby represents and warrants to the County that the ESCO has not had an awarded contract terminated for cause by the County's Board of Commissioners within 24 months prior to the Effective Date.

Q. Exemption from Certain Taxes. Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein will include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-01.

R. No Third Party Beneficiaries; Non-Liability Of Public Officials. The rights and duties contained herein will not inure to the benefit of any third party, except as specifically provided herein. ESCO and any assignee or Subcontractors of ESCO will not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Contract or because of the County's execution, attempted execution or any breach of this Contract.

S. Financing Assistance. To the extent requested by the County, the ESCO will assist the County in regard to any financing methods the County may select to finance costs of the Project. To the extent any such financing methods will result in additional direct costs to the ESCO, such additional direct costs shall be addressed through a modification or amendment to the Contract.

T. Execution. Execution of this Contract shall be made by execution of the Economic Disclosure Statement Attached hereto and made a part hereof as Exhibit O.

U. Incorporation by Reference. The recitals set forth on the first few pages of this Contract, as well as the following Exhibits attached hereto, are hereby incorporated into this Contract by this reference and expressly made a part of this Contract:\

Appendix A  
Economic Disclosure Statements  
Utilization Plans  
Identification of Subcontractors Execution Pages

Exhibit A	Board Authorization Letter
Exhibit B	List of Energy Conservation Measures (ECMs) & Facilities, Utility Meters, and Design Document Submittals
Exhibit C	Project Description and Scope of Services
Exhibit D	List of Subcontractors by Type of Service
Exhibit E	Key Personnel
Exhibit F	Project Schedule
Exhibit G	Savings Guarantee
Exhibit H	Measurement and Verification Plan
Exhibit I	Measurement & Verification Services Payments
Exhibit J	Schedule of Values; County Guidelines on Invoices
Exhibit K	Maintenance Services by ESCO
Exhibit L	Insurance Requirements and Certificates
Exhibit M	Required Maintenance by County
Exhibit N	Certificate Forms



	1.	Notice to Proceed
	2.	Substantial Completion
	3.	Final Acceptance
Exhibit O		See Appendix A
Exhibit P		Supplemental County Conditions
	1.	Prevailing Wage
Exhibit Q		Warranty Matrix by Building
Exhibit R		Warranties
Exhibit S		Modifications of Energy Audit Documents
Exhibit T		Standards of Service
Exhibit U		Commissioning Plan
Exhibit V		Training Plan
Exhibit W		Form of Bonds

**APPENDIX A**

ECONOMIC DISCLOSURE STATEMENTS

UTILIZATION PLANS

IDENTIFICATION OF SUBCONTRACTORS

EXECUTION PAGES

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
John Kelly, All-Circo, Inc.,	670 North Clark St., Chicago IL, 60654

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes:   X   No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:  
2800 River Road, Suite 290, Des Plaines, IL 60018  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes: (see section 5) No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

See Resident Bidder Clarification below.

\_\_\_\_\_

\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

Resident Bidder Clarification:

To clarify the response to Section 2, NORECO employs the majority of its regular, full time Des Plaines office-based work force within Cook County. However, NORESCO is a national company with officers across the country, and the majority of its overall workforce is not based in Cook County.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name NORESKO, LLC

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 90-0453168

Street Address: One Research Drive, Suite 400C

City: Westborough State: MA Zip Code: 01581

Phone No.: 508-614-1087 Fax Number: \_\_\_\_\_ Email: bsmith@noresko.com

Cook County Business Registration Number: 839613 (Vendor Payee Number)  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Limited Liability Company

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
NORESCO, Inc.	One Research Drive, Suite 400C, Westborough, MA 01581	100% Interest
Carrier Corporation,	One Carrier Place, Farmington, CT 06034	100% Beneficial Interest (100% Owner NORESCO, Inc.)
United Technologies Corporation,	One Financial Plaza, Hartford, CT 06101	100% Beneficial Interest (100% Owner Carrier)

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Carrier Corporation,	One Carrier Place, Farmington, CT 06034	100%	Beneficial Interest (100% Owner NORESCO, Inc.)
United Technologies Corporation,	One Financial Plaza, Hartford, CT 06101	100%	Beneficial Interest (100% Owner Carrier)

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
NORESCO, Inc.	One Research Drive	Sole Member	Indefinite

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David G. Mannherz

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

dmannherz@noresco.com

E-mail address

Subscribed to and sworn before me  
this 6<sup>th</sup> day of May, 2015

x Sara J. Sargent  
Notary Public Signature

Executive Vice President & CFO

Title

May 6, 2015

Date

508-614-1000

Phone Number

My commission expires:

April 20, 2018

Notary Seal



COOK COUNTY BOARD OF ETHICS  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

#### Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

---

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: NORESKO, LLC

Address of Person Doing Business with the County: One Research Drive, Westborough, MA 01581

Phone number of Person Doing Business with the County: 508-614-1000

Email address of Person Doing Business with the County: dmannherz@noresko.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
see above

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**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: TBD

---

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 11,386,010

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Tony Dover, Energy Manager, 312-603-0314

---

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Tony Dover, Energy Manager, 312-603-0314

---

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

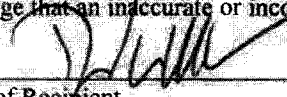
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

Patrick Sise	Allison Sise	Cook County Assistant State's Attorney	Sister-in-law
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

May 6, 2015  
 \_\_\_\_\_  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.





COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: CODE ENGINEERING Certifying Agency: CITY OF CHICAGO
Address: 2021 MIDWEST RD. SUITE 200 Certification Expiration Date: 4-1-17
City/State: OAKBROOK, IL Zip 60523 FEIN #: 36-3832876
Phone: (630) 953-8586 Fax: 630 789 8933 Contact Person: Sim Dawson
Email: code.sim@comcast.net Contract #:

Participation: [X] Direct [ ] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract

NAICS 236210 Electrical Contractors and Other Wiring Installation Contractors

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

1,760,000.00

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

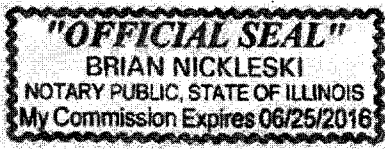
Signature (MWBE) [Signature]
Print Name SIM DAWSON
Firm Name CODE ENGINEERING
Date 3/18/15

Signature (Prime Bidder/Proposer) [Signature]
Print Name David G. Mannherz
Firm Name Executive Vice President
Date NORESO LLC 4/6/15

Subscribed and sworn before me
this 18 day of March 20 15
Notary Public [Signature]

Subscribed and sworn before me
this 6 day of April 20 15
Notary Public [Signature]

SEAL



SEAL



JESSICA S. NEWFELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 5, 2021

EDS-17



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

NOV 20 2014

Sim Dawson  
Code Engineering Service  
2021 Midwest Road, Suite 200  
Oakbrook, IL 60523

Dear Sim Dawson:

We are pleased to inform you that **Code Engineering Service** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **4/1/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by 4/1/2015 and 4/1/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/1/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/1/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

A small, handwritten signature or mark in the bottom right corner of the page.

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**238210 – Electrical and Wiring Contractors**

**561790 – Lighting Maintenance Services (e.g., bulb and fuse replacer cleaning)**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee *R3*  
Chief Procurement Officer

JLR/do

*Handwritten mark*

### Vendor Information

CLOSE WINDOW

HELP

#### Vendor Information

Business Name **Code Engineering Services, DBA na**  
 Owner **Sim Dawson**  
 Address **2021 Midwest ROAD, Suite 200**  
 > [Map This Address](#) **Oakbrook, IL 60523**  
 Phone **630-953-8586**  
 Fax **630-789-8933**  
 Email **[code.sim@comcast.net](mailto:code.sim@comcast.net)**

#### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **3/10/2015**  
 Renewal/Anniversary Date **4/1/2016**  
 Certified Business Description **Networking Integration; Installation of Electrical Wiring; Electrical Contractor**

#### Commodity Codes

NAICS 238210 **Electrical Contractors and Other Wiring Installation Contractors ([More](#))**  
 NAICS 561790 **Lighting maintenance services (e.g., bulb and fuse replacement and cleaning) ([More](#))**  
 NIGP 20540 **Networks, Local Area (Lan)**  
 NIGP 28062 **Recycled Cable and Wire**  
 NIGP 28095 **Wire and Cable (Not Otherwise Classified)**  
 NIGP 91438 **Electrical**  
 NIGP 92037 **Networking Services (Including Installation, Security, and Maintenance)**  
 NIGP 98603 **Bar Code Printing**  
 NIGP 99829 **Computers, Parts and Supplies, Sale of Surplus and Obsolete Items**

#### Additional Information

Service-Disabled Veteran Business **No**

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#### Customer Support

[Print This Page](#)

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**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

X  Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

\_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

\_\_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: COMPREHENSIVE CONSTRUCTION CONSULTING INC.

Address: 53 W. JACKSON BLVD, SUITE 1002 CHICAGO, IL 60604

E-mail: ldixon@comprehensivecc.com

Contact Person: Lynn Dixon Phone: (312) 353-3000

Dollar Amount Participation: \$130,000.00

Percent Amount of Participation: %

1.14%

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.



**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: COMPREHENSIVE CONST. CONSULTING INC. Certifying Agency: Cook County

Address: 53 W Jackson, SUITE 1002 Certification Expiration Date: ext. April 24, 2015

City/State: CHICAGO, IL Zip 60604 FEIN #: 20-8717661

Phone: (312) 353-3000 Fax: (312) 353-3001 Contact Person: Lynn Dixon

Email: ldixon@comprehensivecc.com Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes – Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NAICS 236220 Project Management

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$130,000.00

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) *Lynn Dixon*

Signature (Prime Bidder/Proposer) *David G. Mannherz*

Print Name Lynn Dixon

Print Name David G. Mannherz  
Executive Vice President

Firm Name Comprehensive Construction Consulting, Inc.

Firm Name NORESCO, LLC

Date March 24, 2015

Date 4/6/15

Subscribed and sworn before me \_\_\_\_\_

Subscribed and sworn before me \_\_\_\_\_

this 24 day of March 2015

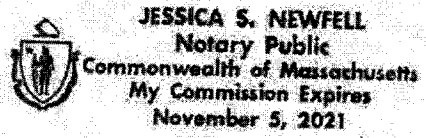
this 6 day of April 2015

Notary Public *Paula J. Patrick*

Notary Public *Jessica S. Newfell*

SEAL

SEAL



EDS-17



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

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3rd District

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14th District

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15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DODDY GORMAN

17th District

March 24, 2015

Ms. Lynn Dixon, President  
Comprehensive Construction Consulting, Inc.  
53 W. Jackson, Suite 1201  
Chicago, IL 60604

**Re: Cook County MBE Certification Extension**

Dear Ms. Dixon:

Please be advised that your status as a certified *Minority Business Enterprise (MBE)* has been extended until April 24, 2015.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents, if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE/SDVBE** Program.

In responding to procurement opportunities, as evidence of your current certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Lisa Alexander at (312) 603-5513.

Sincerely,

Lisa Alexander, MCA

Deputy Director

LA



## Vendor Information

CLOSE WINDOW 


 HELP


### Vendor Information

Business Name **Comprehensive Construction Consulting, Inc**

Owner **Ms. Lynn Dixon**

Address **53 W Jackson Blvd**  
 Suite 801  
 Chicago, IL 60604-3495  
 > [Map This Address](#)

Phone **312-353-3000**  Ext. 103

Fax **312-353-3001** 

Email **[ldixon@comprehensivecc.com](mailto:ldixon@comprehensivecc.com)**

Website **<http://www.comprehensivecc.com>**

### Certification Information

Certifying Agency **City of Chicago**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **1/25/2013**

Renewal/Anniversary Date **11/1/2013**

Certified Business Description **NAICS 236220 Construction management, commercial and institutional building**  
**NAICS 236220 Project Management**

### Commodity Codes

NAICS 236220 **Construction management, commercial and institutional building** ([More](#))

NAICS 236220 **Project Management** ([More](#))

### Additional Information

Service-Disabled Veteran Business **No**

---

#### Customer Support

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Cook County Government  
M/WBE Reciprocal Certification Affidavit

Firm Name Comprehensive Construction Consulting, Inc.  
Address 53 W. Jackson Blvd., Suite 1201 City Chicago  
County Cook State Illinois Zip 60604  
Phone (312) 353-3000 Email ldixon@comprehensivecc.com

I Lynn Dixon President  
*(Authorized Representative)* *(Print Title)*

of Comprehensive Construction Consulting, Inc. do hereby affirm:  
*(Name of Firm)*

1) Comprehensive Construction Consulting, Inc. is a Minority and/or Women Business Enterprise  
*(Name of Firm)*

currently certified by the City of Chicago as:  Black-  Hispanic-  Asian-  Woman-owned business.

2) With respect to Comprehensive Construction Consulting, Inc., the personal net worth of the qualifying  
*(Name of Firm)*

(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Comprehensive Construction Consulting, Inc.  
*(Name of Firm)*

as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Lynn Dixon affirm that, to the best of my  
*(Authorized Representative)*

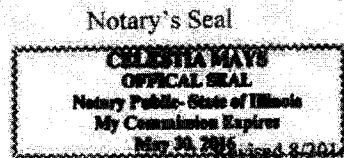
knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title President Date 3/30/2015

Subscribed and sworn to before me this 30<sup>th</sup> day of March 2015  
(Month) (Year)

[Signature]  
(Notary's Signature)

My Commission Expires 5-30-16





**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: NES INCORPORATED \_\_\_\_\_ Certifying Agency: City of Chicago  
Address: 19015 JODI RD. UNIT B \_\_\_\_\_ Certification Expiration Date: 1/1/20  
City/State: MOKENA, IL \_\_\_\_\_ Zip: 60448 \_\_\_\_\_ FEIN #: 36-4322810  
Phone: (708) 478-5497 \_\_\_\_\_ Fax: (708) 478-5801 \_\_\_\_\_ Contact Person: Damion Navarro \_\_\_\_\_  
Email: dnavarro@nesincorp.com \_\_\_\_\_ Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract.

NAICS 562910 Remediation Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$15,000.00

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) 

Signature (Prime Bidder/Proposer) 

Print Name Damion Navarro

Print Name David G. Mannherz  
Executive Vice President

Firm Name NES Inc

Firm Name NDRESCO, LLC

Date 3/17/15

Date 4/6/15

Subscribed and sworn before me \_\_\_\_\_

Subscribed and sworn before me \_\_\_\_\_

this 17 day of March, 20 15

this 6 day of April, 20 15

Notary Public 

Notary Public 

SEAL

SEAL



**JESSICA S. NEWFELL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021

EDS-17



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**JAN 16 2015**

Damion Navarro  
Nes, Inc.  
19015 Jodi Road Unit B  
Mokena, IL 60448

Dear Damion Navarro:

We are pleased to inform you that **Nes, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/1/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/1/2016, 1/1/2017, 1/1/2018, and 1/1/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/1/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/1/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

JAN 16 2015

Nes, Inc.

Page 2 of 2

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

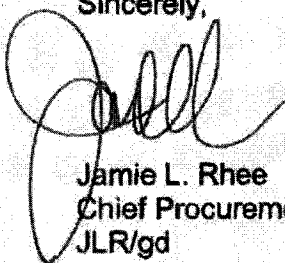
**NAICS Code(s):**

- 541620 - Environmental Consulting Services**
- 562910 - Remediation Services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer  
JLR/gd





**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III)

**II Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: SHELTON SOLUTIONS, INC.

Address: 7643 SOUTH INDIANA, CHICAGO, IL. 60619

E-mail: kelly@shelton-solutions.com

Contact Person: Kelly Shelton Phone: (773) 209-6868

Dollar Amount Participation: \$10,000.00

0.087% (0.09%)

Percent Amount of Participation: %

\*Letter of Intent attached? Yes X

No \_\_\_\_\_

\*Letter of Certification attached? Yes X

No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal **must** be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: SHELTON SOLUTIONS, INC. Certifying Agency: CITY OF CHICAGO  
Address: 7643 SOUTH INDIANA Certification Expiration Date: 08/01/2018  
City/State: CHICAGO Zip: 60619 FEIN #: 20-5340773  
Phone: 773-209-6868 Fax: 312-577-0831 Contact Person: KELLY SHELTON  
Email: kelly@shelton-solutions.com Contract #:

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NIGP 91800 Consulting Services - All

NIGP 91841 Energy Conservation Consulting

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$10,000.00

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)  
Kelly D. Shelton

Print Name  
Kelly D. Shelton

Firm Name  
March 30, 2015

Date  
Shelton Solutions, Inc.

Subscribed and sworn before me

this 30 day of March, 20 15

Notary Public Lucille Latko

SEAL

Signature (Prime Bidder/Proposer)  
David G. Mannherz

Print Name  
David G. Mannherz  
Executive Vice President

Firm Name  
NOBRESO, LLC

Date  
4/6/15

Subscribed and sworn before me

this 6 day of April, 20 15

Notary Public Jessica S. Newfell

SEAL



JESSICA S. NEWFELL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

SEP 04 2013

Kelly Shelton  
Shelton Solutions, Inc.  
7643 South Indiana  
Chicago, IL 60619-2328

Dear Ms. Shelton:

We are pleased to inform you that **Shelton Solutions, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** and **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **08/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **08/01/2014, 08/01/2015, 08/01/2016, and 08/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **08/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

*AW*

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**541690 - Energy Consulting Services**

**541350 - Energy Efficiency Inspection Services**

**541611 - General Management Consulting Services**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise and Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/ha





**Cook County Government  
M/WBE Reciprocal Certification Affidavit**

Firm Name SHELTON SOLUTIONS, INC.  
 Address 7643 SOUTH INDIANA City CHICAGO  
 County COOK State ILLINOIS Zip 60619  
 Phone (773) 209-6868 Email kelly@shelton-solutions.com

I Kelly D. Shelton President  
(Authorized Representative) (Print Title)

of Shelton Solutions, Inc. do hereby affirm:  
(Name of Firm)

1) Shelton Solutions, Inc. is a Minority and/or Women Business Enterprise  
(Name of Firm)

currently certified by the City of Chicago as:  Black-  Hispanic-  Asian-  Woman-owned business.

2) With respect to Shelton Solutions, Inc., the personal net worth of the qualifying  
(Name of Firm)  
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Shelton Solutions, Inc.  
(Name of Firm)

as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Kelly D. Shelton affirm that, to the best of my  
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature Kelly D. Shelton Title President Date 3/30/2015

Subscribed and sworn to before me this 30 day of March, 2015  
(Month) (Year)

Lucille Latko  
(Notary's Signature)

Notary's Seal

My Commission Expires 9-12-2018





## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

**Business Name** Shelton Solutions, Inc.  
**Owner** Ms. Kelly Shelton  
**Address** 7643 South Indiana  
> [Map This Address](#) Chicago, IL 60619-2328  
**Phone** 773-209-6868   
**Fax** 312-577-0831   
**Email** [kelly@shelton-solutions.com](mailto:kelly@shelton-solutions.com)  
**Website** <http://www.shelton-solutions.com>

### Certification Information

**Certifying Agency** Cook County  
**Certification Type** MBE - Minority Business Enterprise  
**Certification Date** 9/16/2013  
**Renewal/Anniversary Date** 9/16/2014  
**Certified Business Description** Professional Service: Energy Management; Sustainability (Green) Strategies; Information Technology and Project Management

### Commodity Codes

NIGP 91800 CONSULTING SERVICES - All  
NIGP 91841 Energy Conservation Consulting  
NIGP 95877 Project Management Services

### Additional Information

**Service-Disabled Veteran Business** No

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### Customer Support

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**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

  X   Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

       Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: ORNELAS CONSTRUCTION CO.

Address: 12520 W. HORSESHOE DR. NEW LENOX, IL 60451

E-mail: jromelas@ornelasconstruction.com

Contact Person: Jaime Ornelas Phone: (815) 462-7600

Dollar Amount Participation: \$200,000.00

1.75%

Percent Amount of Participation:   %  

\*Letter of Intent attached? Yes X

No \_\_\_\_\_

\*Letter of Certification attached? Yes X

No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: ORNELAS CONSTRUCTION CO. Certifying Agency: City of Chicago  
Address: 12520 W. HORSESHOE DR. Certification Expiration Date: 08/01/2016  
City/State: NEW LENOX, IL Zip 60451 FEIN #: 36-3614792  
Phone: (815) 462-7600 Fax: 815-462-2316 Contact Person: Jaime Ornelas  
Email: jornelas@ornelasconstruction.com Contract #: T.B.A.

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NAICS 238220 Plumbing, Heating, and Air Conditioning

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$200,000.00

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

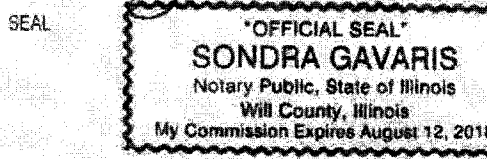
[Signature]  
Signature (M/WBE)  
James Ornelas  
Print Name  
Ornelas Construction Company  
Firm Name  
3/30/2015  
Date

[Signature]  
Signature (Prime Bidder/Proposer)  
Thomas E. Kelleher  
Print Name  
AMS Mechanical Systems  
Firm Name  
3-30-15  
Date

Subscribed and sworn before me  
this 30<sup>th</sup> day of March, 2015  
Notary Public [Signature]



Subscribed and sworn before me  
this 30<sup>th</sup> day of March, 2015  
Notary Public [Signature]





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JUL 1 1 2013

Jaime Ornelas  
Ornelas Construction Company  
12520 W. Horseshoe Drive  
New Lenox, IL 60451

Dear Mr. Ornelas:

We are pleased to inform you that **Ornelas Construction Company** has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **10/01/2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by 10/01/2014, 10/01/2015, 10/01/2016, and 10/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **08/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

92  
D.W.



- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 236210 – Industrial Building Construction**
- 236220 – Commercial and Institutional Building Construction**
- 237110 – Water and Sewer Line and Related Structures Construction**
- 237120 – Oil and Gas Pipeline and Related Structures Construction**
- 238110 – Poured Concrete Foundation and Structure Contractors**
- 238130 – Framing Contractors**
- 238160 – Roofing Contractors**
- ~~**238190 – Other Foundation, Structure, and Building Exterior Contractors**~~
- ~~**238220 – Plumbing, Heating, and Air-Conditioning Contractors**~~
- ~~**238310 – Drywall and Insulation Contractors**~~
- ~~**238330 – Flooring Contractors**~~
- ~~**238350 – Finish Carpentry Contractors**~~
- ~~**238390 – Other Building Finishing Contractors**~~
- ~~**238910 – Site Preparation Contractors**~~
- ~~**238990 – All Other Specialty Trade Contractors**~~

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/dw

**Vendor Information**

Business Name	Ornelas Construction Company
Owner	Jaime Ornelas
Address	12520 W. Horseshoe Dr.
> <a href="#">Map This Address</a>	New Lenox, IL 60451-2388
Phone	815-462-7600
Fax	815-462-9318
Email	<a href="mailto:jimornelas@ornelasconstruction.com">jimornelas@ornelasconstruction.com</a>

**Certification Information**

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Certification Date	7/11/2013
Renewal/Anniversary Date	2/1/2015
Certified Business Description	NAICS 236210 Industrial building (except warehouses) construction NAICS 236220 Construction of Building (Commercial and Institutional) NAICS 237110 Water and Sewer Line and Construction NAICS 237120 Oil pipeline construction NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238130 Framing contractors NAICS 238160 Roofing contractors NAICS 238190 Other Foundation, Structure, and Building Exterior Contractors NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors NAICS 238310 Drywall installation NAICS 238310 Insulation contractors NAICS 238330 Flooring Contractors NAICS 238350 Finish carpentry NAICS 238390 Other Building Finishing Contractors NAICS 238910 Site Preparation Contractors NAICS 238990 Special Trade Contractors

**Commodity Codes**

NAICS 236210	Industrial building (except warehouses) construction ( <a href="#">More</a> )
NAICS 236220	Commercial and Institutional Building Construction ( <a href="#">More</a> )
NAICS 237110	Water and Sewer Line and Related Structures Construction ( <a href="#">More</a> )
NAICS 237120	Oil pipeline construction ( <a href="#">More</a> )
NAICS 238110	Poured Concrete Foundation and Structure Contractors ( <a href="#">More</a> )
NAICS 238130	Framing contractors ( <a href="#">More</a> )
NAICS 238160	Roofing contractors ( <a href="#">More</a> )
NAICS 238190	Other Foundation, Structure, and Building Exterior Contractors ( <a href="#">More</a> )

NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors ([More](#))  
NAICS 238310 Drywall installation ([More](#))  
NAICS 238310 Insulation contractors ([More](#))  
NAICS 238330 Flooring Contractors ([More](#))

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

X  Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

\_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

\_\_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III)

**II Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: W.E. BISHOP & CO.

Address: 515 E. THORNHILL LANE, PALATINE, IL. 60074

E-mail:

Contact Person: Warren Bishop Phone: (847) 724-3688

Dollar Amount Participation: \$816,135.00

7.16% (9.17%)

Percent Amount of Participation:

%

\*Letter of Intent attached?

Yes X

No

\*Letter of Certification attached?

Yes X

No

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

EDS-17

5.10.12

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: W.E. BISHOP & CO. Certifying Agency: CITY OF CHICAGO
Address: 516 E. THORNHILL LANE Certification Expiration Date:
City/State: PALATINE, IL Zip: 60074 FEIN #:
Phone: (847) 724-3688 Fax: Contact Person: WARREN E. BISHOP
Email: webcompany1@comcast.net Contract #:

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NAICS 238220 Pipe fitting contractors

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$818,135.00

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that the Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) Warren E. Bishop

Signature (Prime Bidder/Proposer) [Signature]

Print Name WARREN E. Bishop

Print Name JEFF EINCK VICE PRESIDENT

Firm Name W.E. Bishop & Co.

Firm Name TERN DESIGN INC

Date 3/18/15

Date 3/19/15

Subscribed and sworn before me

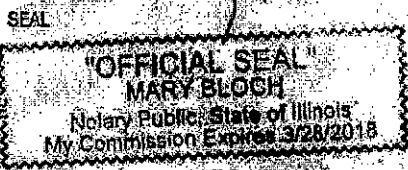
Subscribed and sworn before me

this 18th day of March 2015

this 19th day of March 2015

Notary Public: [Signature]

Notary Public: [Signature]







DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

DEC 24 2013  
Warren Bishop  
W.E Bishop & Company  
515 E. Thornhill Lane  
Palatine, IL 60074

Dear Mr. Bishop:

We are pleased to inform you that **W.E. Bishop & Company** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **12/30/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **12/30/2014, 12/30/2015, 12/30/2016, and 12/30/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/30/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/30/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS**

**238220 – Pipe Fitting Contractors**

**238220 – Heating Contractors**

**238220 – Air-Condition System (except window)**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/gc

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**From:** McGary, Cordell <Cordell.McGary@cityofchicago.org>  
**Sent:** Friday, March 13, 2015 2:15 PM  
**To:** Warren E. Bishop  
**Subject:** RE: MBE ANNUAL CERTIFICATE  
**Attachments:** W.E. Bishop Company Appvltr.2.28.14{1}.pdf

Mr. Bishop,

I've updated the status of your MBE certification record in the City's Directory to reflect the current status. No updated letter was necessary as the certification letter dated 2/28/2014 remains valid for the term of certification which expires 1/31/2019. Please feel free to call if there are any questions.

Regards,

**Cordell McGary**  
**Senior Certification/Compliance Officer**  
City of Chicago  
Department of Procurement Services  
121 N. LaSalle Street, Room 806  
Chicago, Illinois 60602  
312-744-7666 (Office), 312-744-9687 (Fax)  
[cordell.mcgary@cityofchicago.org](mailto:cordell.mcgary@cityofchicago.org)

*Customer Care is our priority. Please contact us with compliments or concerns at [dps.feedback@cityofchicago.org](mailto:dps.feedback@cityofchicago.org).  
Please visit our website for information on programs, policies and procedures [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement).*





## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

**Business Name** W.E. Bishop & Co.  
**Owner** Warren E Bishop  
**Address** 515 E. Thornhill Lane.  
> [Map This Address](#) Palatine, IL 60074  
**Phone** 847-724-3688   
**Fax** 847-724-3680   
**Email** [webcompany1@comcast.net](mailto:webcompany1@comcast.net)

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** MBE - Minority Business Enterprise  
**Certification Date** 3/12/2015  
**Renewal/Anniversary Date** 1/31/2016  
**Certified Business Description** NAICS 238220 Air-conditioning system (except window) installation  
NAICS 238220 Heating contractors  
NAICS 238220 Pipe fitting contractors

### Commodity Codes

NAICS 238220 Air-conditioning system (except window) installation ([More](#))  
NAICS 238220 Heating contractors ([More](#))  
NAICS 238220 Pipe fitting contractors ([More](#))  
NIGP 55905 Air Conditioning, Heating and Ventilation (Including Defrosters and Defoggers)  
NIGP 91450 Heating, Ventilating and Air Conditioning (HVAC)

### Additional Information

**Service-Disabled Veteran Business** No

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### Customer Support

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**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

  X   Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

       Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: ALL TECH ENERGY INC.

Address: 100 E. STATE PARKWAY, SUITE C SCHAUMBURG, IL. 60173

E-mail: lmarcin@alltechenergy.com

Contact Person: Kathy Esposito                      Phone: (847) 882-0500

Dollar Amount Participation: \$ 1,005,387.00

*2.83%*

Percent Amount of Participation: %

\*Letter of Intent attached?

Yes X

No \_\_\_\_\_

\*Letter of Certification attached?

Yes X

No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: ALL TECH ENERGY, INC. \_\_\_\_\_ Certifying Agency: City of Chicago  
Address: 1000 E. STATE PARKWAY, SUITE C \_\_\_\_\_ Certification Expiration Date: 5/1/2018  
City/State: SCHAUMBURG, IL Zip 60173 \_\_\_\_\_ FEIN #: 35-3935029  
Phone: (847) 882-0500 \_\_\_\_\_ Fax: (847) 882-0800 \_\_\_\_\_ Contact Person: Kathy Esposito \_\_\_\_\_  
Email: lmarcin@alltechenergy.com \_\_\_\_\_ Contract #: \_\_\_\_\_

Participation:     Direct             Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation.            Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NAICS 238210 Electrical Contractors

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$1,005,387.00

*(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE) *Kathy Esposito*  
Print Name Kathy Esposito

Firm Name All Tech Energy, Inc.

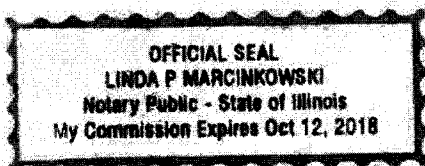
Date 3/17/2015

Subscribed and sworn before me

this 17<sup>th</sup> day of March, 20 15

Notary Public *Linda P. Marcinkowski*

SEAL



Signature (Prime Bidder/Proposer) *David G. Mannherz*  
Print Name David G. Mannherz  
Executive Vice President

Firm Name NOBESCO, LLC

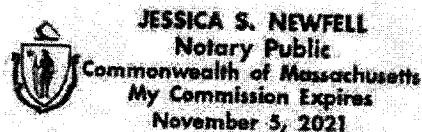
Date 4/6/15

Subscribed and sworn before me

this 6 day of April, 20 15

Notary Public *Jessica S. Newfell*

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 26 2014

Ms. Kathy Esposito  
All Tech Energy, Inc.  
1000 East State Parkway, Suite C  
Schaumburg, IL 60173

Dear Ms. Esposito:

We are pleased to inform you that **All Tech Energy, Inc.**, has been recertified as a **Woman Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **5/1/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **5/1/2015, 5/1/2016 and 5/1/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/1/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/1/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

A handwritten signature in the bottom right corner of the page.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**238210 – Electrical Contractors**

**541690 – Energy Consulting Services**

Your firm's participation on City contracts will be credited only toward **Woman Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Woman Business Enterprise (WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/cm

### Vendor Information



#### Vendor Information

Business Name **All Tech Energy, Inc.**  
 Owner **Kathy Esposito**  
 Address **1000 East State Parkway, Suite C**  
 > [Map This Address](#) **Schaumburg, IL 60173-8408**  
 Phone **847-882-0500 Ext. 101**  
 Fax **847-882-0800**  
 Email **[lmarcin@alltechenergy.com](mailto:lmarcin@alltechenergy.com)**  
 Website **<http://www.alltechenergy.com>**

#### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **8/26/2014**  
 Renewal/Anniversary Date **5/1/2015**  
 Certified Business Description **NAICS 238210 Electrical contractors**  
**NAICS 541690 Energy consulting services**

#### Commodity Codes

NAICS 238210 **Electrical contractors** ([More](#))  
 NAICS 541690 **Energy consulting services** ([More](#))

#### Additional Information

Service-Disabled Veteran Business **No**

#### Customer Support

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**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: R.H.L. INSULATION & FIRESTOPPING INC.

Address: 2224 OAK LEAF STREET, JOLIET, IL. 60436

E-mail: becky@rhinsulation.com

Contact Person: Rebecca Stuber-Fallin Phone: (815) 730-1592

Dollar Amount Participation: \$102,830.00

0.90%

Percent Amount of Participation: %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: R.H.L. INSUL & FIRESTOPPING INC. \_\_\_\_\_ Certifying Agency: City of Chicago  
Address: 2224 OAK LEAF STREET \_\_\_\_\_ Certification Expiration Date: 6/1/2019  
City/State: JOLIET, IL \_\_\_\_\_ Zip 60436 \_\_\_\_\_ FEIN #: 36-4257502  
Phone: (815) 730-1592 \_\_\_\_\_ Fax: (815) 730-1593 \_\_\_\_\_ Contact Person: Rebecca Stuber-Fallin \_\_\_\_\_  
Email: becky@rhinsulation.com \_\_\_\_\_ Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NAICS 238310 Insulation Contractors

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$102,830.00

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

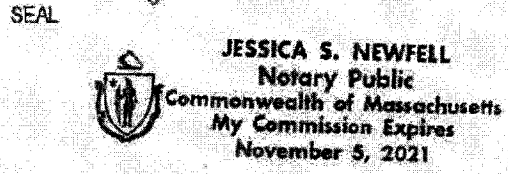
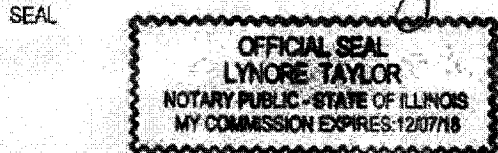
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) Rebecca Fallin  
Print Name Rebecca Fallin  
Firm Name RHL Insulation  
Date 3/17/2015

Signature (Prime Bidder/Proposer) [Signature]  
Print Name David G. Mannherz  
Executive Vice President  
Firm Name NORESCO, LLC  
Date 4/6/15

Subscribed and sworn before me  
this 17<sup>th</sup> day of March, 20 15.  
Notary Public [Signature]

Subscribed and sworn before me  
this 6 day of April, 20 15.  
Notary Public [Signature]







DEPARTMENT OF PROCUREMENT SERVICES

JUN 12 2014

CITY OF CHICAGO

Rebecca Stuber-Fallin  
RHL Insulation & Firestopping, Inc.  
2224 Oakleaf Street  
Joliet, IL 60436-1868

Dear Ms. Fallin:

We are pleased to inform you that **RHL Insulation & Firestopping, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **06/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **06/01/2015, 06/01/2016, 06/01/2017, and 06/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **06/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

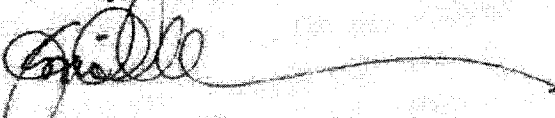
**238310 - Insulation Contractors**

**238310 - Firestop Contractors**

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee   
Chief Procurement Officer

JLR/sl

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

**Business Name** RHL Insulation & Firestopping, Inc.  
**Owner** Rebecca Stuber-Fallin  
**Address** 2224 Oakleaf Street  
> [Map This Address](#) Joliet, IL 60436-1868  
**Phone** 815-730-1592  
**Fax** 815-730-1593  
**Email** [becky@rhlin insulation.com](mailto:becky@rhlin insulation.com)

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** WBE - Women Business Enterprise  
**Certification Date** 6/12/2014  
**Renewal/Anniversary Date** 6/1/2015  
**Certified Business Description** NAICS 238310 Insulation contractors  
NAICS 238310 Firestop contractors

### Commodity Codes

NAICS 238310 Insulation contractors ([More](#))

### Additional Information

**Service-Disabled Veteran Business** No

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### Customer Support

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[Print This Page](#)

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

  X   Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

       Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

       Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**I Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

WBE Firm: Central States Manufacturing & Supply Corporation dba Argo Summit Supply Company

Address: 8008 W. 84<sup>th</sup> Street Justice, IL 60458

E-mail: nadine@argosummitsupply.com

Contact Person: Nadine Schweltzer Phone: (708) 458-5850

Dollar Amount Participation: \$ 24,000.00 (60% of the total material cost of \$40,000.00)

0.21%

Percent Amount of Participation: %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal **must** be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Central States Manufacturing & Sales Corp., dba Argo Summit Supply Company Certifying Agency: City of Chicago

Address: 8008 W. 64<sup>th</sup> Street \_\_\_\_\_ Certification Expiration Date: 7-1-2017

City/State: Justice, IL \_\_\_\_\_ Zip: 60458 \_\_\_\_\_ FEIN #: 36-0885470

Phone: (708) 458-5850 \_\_\_\_\_ Fax: (708) 458-5884 \_\_\_\_\_ Contact Person: Nadine Schweitzer \_\_\_\_\_

Email: nadine@argosummitsupply.com \_\_\_\_\_ Contract #: T. B. A.

Participation: [ ] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

423720 Heating Equipment, Hot Water, Merchant Wholesalers

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$24,000.00 (60% of the total material cost of \$40,000.00)

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE): Nadine Schweitzer

Print Name  
Nadine Schweitzer

Firm Name  
Central States / DBA Argo Summit

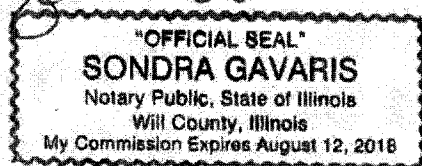
Date  
3-30-15

Subscribed and sworn before me

this 30<sup>th</sup> day of March, 20 15.

Notary Public: Sondra Gavaris

SEAL  
EDS-17



Signature (Prime Bidder/Proposer): Thomas E. Kelleher

Print Name  
Thomas E. Kelleher

Firm Name  
AMS Mechanical System, Inc.

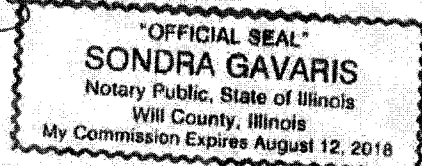
Date  
3-30-15

Subscribed and sworn before me

this 30<sup>th</sup> day of March, 20 15.

Notary Public: Sondra Gavaris

SEAL





AUG 14 2013 DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Nadine Schweitzer  
Central States Manufacturing & Sales Corporation DBA Argo Summit Supply Company  
8008 W. 84th Street  
Justice, IL 60458

Dear Ms. Schweitzer:

We are pleased to inform you that **Central States Manufacturing & Sales Corporation** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **07/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **07/01/2014, 07/01/2015, and 07/01/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602



- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 423710 - Hardware (except motor vehicle) Merchant Wholesalers**
- 423720 - Heating Equipment, Hot Water, Merchant Wholesalers**
- 423720 - Plumbing Equipment Merchant Wholesalers**
- 423730 - Air-Conditioning Equipment (except room units) Merchant Wholesalers**
- 423740 - Refrigeration Equipment and Supplies, Commercial-Type, Merchant Wholesalers**
- 423830 - Furnaces, Industrial Process, Merchant Wholesalers**
- 423840 - Industrial Supplies (except disposable plastics, paper) Merchant Wholesalers**
- 423990 - General Merchandise, Durable Goods, Merchant Wholesalers**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/ha



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

March 2, 2015

Nadine Schweitzer  
Central States Mfg & Sales Cor  
8008 W 84th Street  
Justice, IL 60458-2350

Certification Term Expires: February 28, 2016

Dear Business Owner:

Re: FBE Recognition Certification Approval  
(WBDC)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women's Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the WBDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Female Business Enterprise (FBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

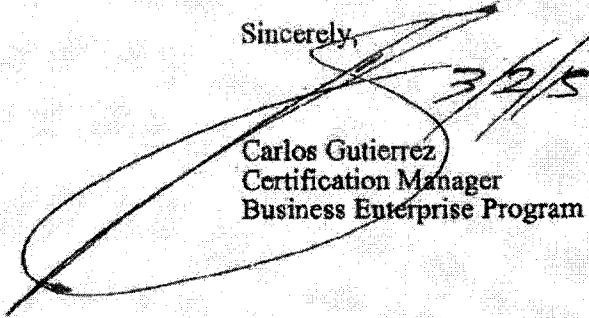
PIPE COVERING  
PLUMBING SUPPLIES AND EQUIPMENT  
WATER HEATERS  
FASTENERS, HEX NUTS  
FASTENERS, CARRIAGE BOLTS  
FASTENERS, THREADED RODS  
FASTENERS, WASHERS  
FASTENERS, LAG BOLTS  
AIR FILTERS AND FILTER MEDIA  
HEATING EQUIPMENT  
REFRIGERATION, COMMERCIAL

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.



Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,



3/2/15

Carlos Gutierrez  
Certification Manager  
Business Enterprise Program

(L23)

**WBENC**

Women's Business Enterprise  
National Council

hereby grants

# National Women's Business Enterprise Certification

to

**CENTRAL STATES MFG & SALES CORP**

dba

**ARGO-SUMMIT SUPPLY COMPANY**

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.



Authorized by Emilia DiMenco, President & CEO  
Women's Business Development Center - Chicago



Expiration Date: 02/28/2016  
WBENC National Certificate Number: 235342

NAICS Codes: 423720, 423990, 423840, 423830, 423730, 423710

UNSPSC Codes: 30180000, 26121601, 40101832, 40141725, 40101807, 23281601, 40141719, 43202219, 40141720, 26101105, 40101800, 41102426, 40141732, 40141727, 48101540, 72101510, 43202220, 43202221, 40100000



## Vendor Information



### Vendor information

**Business Name** Central States Manufacturing & Sales Corporation, DBA Argo Summit Supply Company  
**Owner** Ms. Nadine Schweitzer  
**Address** 8008 W. 84th Street  
 > [Map This Address](#) Justice, IL 60458  
**Phone** 708-458-5850  
**Fax** 708-458-5884  
**Email** [nadine@argosummitsupply.com](mailto:nadine@argosummitsupply.com)  
**Website** [www.argosummitsupply.com](http://www.argosummitsupply.com)

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** WBE - Women Business Enterprise  
**Certification Date** 3/16/2015  
**Renewal/Anniversary Date** 7/1/2015  
**Certified Business Description** NAICS 423710 Hardware (except motor vehicle) merchant wholesalers  
 NAICS 423720 Heating equipment, hot water, merchant wholesalers  
 NAICS 423720 Plumbing equipment merchant wholesalers  
 NAICS 423730 Air-conditioning equipment (except room units) merchant wholesalers  
 NAICS 423740 Refrigeration equipment and supplies, commercial-type, merchant wholesalers  
 NAICS 423830 Furnaces, industrial process, merchant wholesalers  
 NAICS 423840 Industrial supplies (except disposable plastics, paper) merchant wholesalers  
 NAICS 423990 General merchandise, durable goods, merchant wholesalers

### Commodity Codes

NAICS 423710 Hardware (except motor vehicle) merchant wholesalers ([More](#))  
 NAICS 423720 Heating equipment, hot water, merchant wholesalers ([More](#))  
 NAICS 423720 Plumbing equipment merchant wholesalers ([More](#))  
 NAICS 423730 Air-conditioning equipment (except room units) merchant wholesalers ([More](#))  
 NAICS 423740 Refrigeration equipment and supplies, commercial-type, merchant wholesalers ([More](#))  
 NAICS 423830 Furnaces, industrial process, merchant wholesalers ([More](#))  
 NAICS 423840 Industrial supplies (except disposable plastics, paper) merchant wholesalers ([More](#))  
 NAICS 423990 General merchandise, durable goods, merchant wholesalers ([More](#))



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Central States Mfg + Sales Corp  
DBA: Argo Summit Supply Co Contract # 1528-14647  
Address 8008 W 84th St City Justice PKG 1 Corporate Bldgs  
County Cook State IL Zip 60458  
Phone 7084585850 Email nadine@argosummitsupply.com

I Nadine Schweitzer, President

(Print Name) Central States Mfg + Sales Corp (Print Title)  
of DBA: Argo Summit Supply Co do hereby affirm:

(Name of Firm) Central States Mfg + Sales Corp  
1. DBA: Argo Summit Supply Co is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Central States Mfg + Sales Corp  
(Name of Firm) DBA: Argo Summit Supply Co the personal net worth of the qualifying  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the  
M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements  
of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the  
Cook County Procurement Code, an individual's personal net worth includes only his or her own  
Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of \$7,270,270.00  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size  
Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal  
Regulations, Part 121.

Upon penalty of perjury, I Nadine Schweitzer affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature Nadine Schweitzer Title President Date 6-2-15

Subscribed and sworn to before me this 2nd day of June 2015  
(Month) (Year)

Notary's Seal

(Notary's Signature)  
My Commission Expires 2/21/2016

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II Direct Participation of MBE/WBE Firms**

**Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

WBE Firm: ACTIVE ELECTRICAL SUPPLY CO. dba FOX LIGHTING

Address: 4240 W. LAWRENCE AVE. CHICAGO, IL. 60630

E-mail:

Contact Person: Phone:

Dollar Amount Participation: \$30,000.00 (60% of the total material cost of \$50,000.00)

Percent Amount of Participation: %

0.26%

\*Letter of Intent attached? Yes  No   
\*Letter of Certification attached? Yes  No

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: ACTIVE ELECT, SUPPLY tba FOX LIGHTING Certifying Agency: Cook County  
Address: 4240 W. LAWRENCE AVE Certification Expiration Date: 6-5-2015  
City/State: CHICAGO, IL Zip: 60630 FEIN #: \_\_\_\_\_  
Phone: 773-262-6300 Fax: 773-262-5952 Contact Person: Susan Swan  
Email: lfox@active-elect.com Contract #: TBA

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

**NIGP 265 ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)**

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above described Commodities/ Services:

\$30,000.00 (60% of the total material cost of \$50,000.00)

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)  
Susan Swan

Print Name  
Susan Swan

Firm Name  
Active Electric

Date  
March 30, 2015

Subscribed and sworn before me

this 30 day of March, 2015.

Notary Public Dorothy C. Burger

SEAL  
EDS-17



Signature (Prime Bidder/Proposer)  
Thomas E. Keleher

Print Name  
Thomas E. Keleher

Firm Name  
AMS Mechanical Systems, Inc.

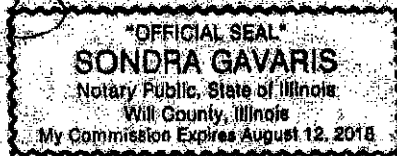
Date  
March 30, 2015

Subscribed and sworn before me

this 30 day of March, 2015.

Notary Public Sandra Gavaris

SEAL







OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board  
of Commissioners

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

June 5, 2014

Ms. Linda Fox, President  
Active Electrical Supply Company  
DBA Fox Lighting Galleries  
4240 West Lawrence Avenue  
Chicago, IL 60630

Annual Certification Expires: June 5, 2015

Dear Ms. Fox:

Congratulations on your continued eligibility for Certification as a **Women Business Enterprise (WBE)** by Cook County Government. This **WBE Certification** is valid until **June 5, 2015**.

As a condition of continued Certification, you must file a **"Re-Certification Affidavit"** within **sixty (60) business days prior** to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **WBE vendor** if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**Distributor: Electrical Supplies and Products**

Your firm's participation on Cook County contracts will be credited toward **WBE goals** in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE goals** will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/lar

### Vendor Information

CLOSE WINDOW 


 HELP


#### Vendor Information

**Business Name** Active Electrical Supply Company, DBA Fox Lighting Galleries

**Owner** Ms. Linda Fox

**Address** 4240 W. Lawrence Avenue  
 > [Map This Address](#) Chicago, IL 60630

**Phone** 773-282-6300 

**Fax** 773-282-5952 

**Email** [lfox@active-elec.com](mailto:lfox@active-elec.com)

**Website** [www.active-elec.com](http://www.active-elec.com)

#### Certification Information

**Certifying Agency** Cook County

**Certification Type** WBE - Women Business Enterprise

**Certification Date** 6/5/2014

**Renewal/Anniversary Date** 6/5/2015

**Certified Business Description** Distributor: Electrical Supplies and Products

#### Commodity Codes

NAICS 423390 Other Construction Material Merchant Wholesalers ([More](#))

NIGP 28095 Wire and Cable (Not Otherwise Classified)

NIGP 285 ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)

#### Additional Information

**Service-Disabled Veteran Business** Not Applicable

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#### Customer Support

[Print This Page](#)

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**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

X  Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

\_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

\_\_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBE/WBEs that will perform as subcontractors/suppliers/consultants include the following:

WBE Firm: Every Bloomin Industrial Supply, Inc.

Address: 2514 W. Armitage Ave.

E-mail: EBIS2@SBCglobal.net

Contact Person: Adrienne Russ Phone: (773) 227-1144

Dollar Amount Participation: \$ 134,868.00 (80% of total material cost of \$224,781.85)

1.18%

Percent Amount of Participation: %

\*Letter of Intent attached? Yes X

No \_\_\_\_\_

\*Letter of Certification attached? Yes X

No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

EOS-17

5.10.12

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: Every Bloomin Industrial Supply, Inc. \_\_\_\_\_ Certifying Agency: State of Ill  
Address: 2514 W. Armitage Ave. \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
City/State: CHICAGO, IL \_\_\_\_\_ Zip 60647 \_\_\_\_\_ FEIN #: 36-3945087  
Phone: (773) 227-1144 \_\_\_\_\_ Fax: (773) 227-1188 \_\_\_\_\_ Contact Person: Adrienne Russ  
Email: EBIS2@SBCglobal.net \_\_\_\_\_ Contract #: \_\_\_\_\_

Participation: |  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

NAICS 423720 Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers.

Providing plumbing fixtures and supplies.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$134,868.00 (60% of total material cost of \$224,781.85)

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE)

Adrienne Russ

Print Name

ADRIENNE RUSS

Firm Name

EVERY BLOOMIN INNSPLY

Date

3/30/15

Subscribed and sworn before me

this 30 day of March, 20 15.

Notary Public \_\_\_\_\_

SEAL  
EDS-17

Signature (Prime Bidder/Proposer)

David G. Mannherz

Print Name

David G. Mannherz  
Executive Vice President

Firm Name

NORESCO, LLC

Date

4/6/15

Subscribed and sworn before me

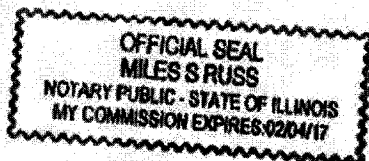
this 6 day of April, 20 15.

Notary Public Jessica S. Newfell

SEAL



JESSICA S. NEWFELL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Every Bloomin' Industrial Supply Contract # \_\_\_\_\_  
Address 2514 W. Armitage Ave City Chicago, IL 60647  
County Cook State IL Zip 60647  
Phone 773-227-1144 Email ebis2@sbcglobal.net

1. ADRIENNE RUSS PRESIDENT  
(Print Name) (Print Title)

of Every Bloomin' Industrial Supply do hereby affirm:  
(Name of Firm)

1. EVERY BLOOMIN' IND SUPPLY, INC is a Minority and/or Women Business Enterprise  
(Name of Firm) currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to EVERY BLOOMIN' IND SUPPLY, INC the personal net worth of the qualifying  
(Name of Firm) (51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of EVERY BLOOMIN' IND SUPPLY, INC  
(Name of Firm) as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I ADRIENNE RUSS affirm that, to the best of my  
(Print Name)

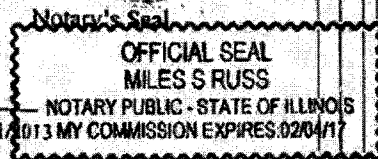
knowledge and belief, the information herein is true and accurate.

Signature Adrienne Russ Title Pres, Inc & Tree Date 06-02-2015

Subscribed and sworn to before me this 2nd day of June / 2015  
(Month) (Year)

[Signature]  
(Notary Signature)

My Commission Expires 02-04-17



## Vendor Information

CLOSE WINDOW X

HELP

### Vendor Information

Business Name **Every Bloomin Industrial Supply, Inc.**  
 Owner **Ms. Adrienne Russ**  
 Address **2514 W. Armitage Ave.**  
 > [Map This Address](#) **Chicago, IL 60647-5970**  
 Phone **773-227-1144**  
 Fax **773-227-1188**  
 Email **[EBIS2@SBCglobal.net](mailto:EBIS2@SBCglobal.net)**  
 Website **[EBIS2@SBCglobal.net](http://EBIS2@SBCglobal.net)**

### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **12/29/2014**  
 Renewal/Anniversary Date **2/1/2016**  
 Certified Business Description **NAICS 423720 Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers**  
**NAICS 423850 Janitorial equipment and supplies merchant wholesalers**  
**NAICS 423930 Rags merchant wholesalers**

### Commodity Codes

NAICS 423720 **Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers** ([More](#))  
 NAICS 423850 **Janitorial equipment and supplies merchant wholesalers** ([More](#))  
 NAICS 423930 **Rags merchant wholesalers** ([More](#))

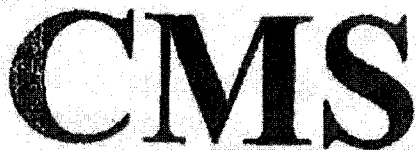
### Additional Information

Service-Disabled Veteran Business **No**

### Customer Support

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ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

February 9, 2015

Adrienne Russ  
Every Bloomin Ind Sup Inc  
2514 W Armitage Avenue  
Chicago, IL 60647-5970

Certification Term Expires: February 1, 2016

Dear Business Owner:

Re: FBE Recognition Certification Approval  
(City of Chicago)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the City of Chicago's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the City of Chicago.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Female Business Enterprise (FBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

PIPE COVERING  
PLUMBING SUPPLIES AND EQUIPMENT  
WATER HEATERS  
PIPE AND FITTINGS  
TOOLS, PNEUMATIC  
VALVES  
PUMPS  
JANITORIAL SUPPLIES, MISC.; BROOMS,  
AMMONIA, CLEANERS AND PERSONAL HYGIENE  
DISINFECTANTS, INSTITUTIONAL  
FLOOR FINISHES, SEALERS AND STRIPPERS  
FLOOR WAX COMPONENTS  
GARBAGE CAN LINERS  
WIPING RAGS, ALL TYPES  
WIPING RAGS, FABRIC, NON-WOVEN

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Active Electrical Supply Company, DBA Fox Lighting
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Susan Swan
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): lfox@active-elect.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 4240 W. Lawrence Avenue
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60630
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 773-282-6300 / 773-282-5952
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 8/1/15 - 6/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supplier of electrical equipment and supplies	\$18,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CEO

Date 5/6/2015

Prime Contractor Signature





**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: All Tech Energy, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kathy Esposito
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): lmarcin@alltechenergy.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 1000 E. State Parkway, Suite C
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Schaumburg, IL 60173
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 847-882-0500 / 847-882-0800
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 7/1/15 - 12/31/15

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Lighting retrofits and miscellaneous electrical	\$1,005,387.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO

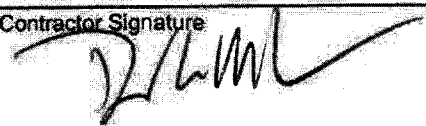
Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Date 5/6/2015

Prime Contractor Signature

Date



**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: AMS Mechanical Systems, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Tom Kelleher
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): kelleher@ams-pmt.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 140 E. Tower Drive
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Burr Ridge, IL 60527
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 630-887-7700 / 630-887-0770
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 7/1/15 - 11/30/15

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Perimeter Heat Valve Upgrades, County Building	\$498,544.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

5/6/2015

Prime Contractor Signature

Date





**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/Supplier to be added or substitute: Bullock, Logan & Associates, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/Subconsultant: Brad Bullock
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): bbullock@bullocklogan.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 169 Crossen Ave.
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Elk Grove, IL 60007
Telephone and Fax (Contractor): Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 847-434-1200 / 847-434-1195
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 10/1/15 - 3/30/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Cooling Tower Renovations, County Building	\$475,420.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature

Date 5/6/2015

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/Supplier/ Subconsultant to be added or substitute: Central States Manufacturing & Sales Corporation DBA Argo Summit Supply Company
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Nadine Schweitzer
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): nadine@argosummitsupply.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 8008 W. 84th Street
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Justice, IL 60458
Telephone and Fax (Contractor): Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 708-458-5850 / 708-458-5884
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 7/1/15 - 12/31/15

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
HVAC and Plumbing Supplier - subtier to AMS Mechanical Systems	\$24,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature



5/6/2015

Date

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Code Engineering
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sim Dawson
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): code.sim@comcast.net
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 2021 Midwest Road, Suite 200
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Oakbrook, IL 60523
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 630-952-8586 / 630-789-8933
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 7/1/15 - 3/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Lighting retrofits and miscellaneous electrical	\$1,760,418.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO


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Name DAVID MANNHERZ

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Title EXECUTIVE VICE PRESIDENT AND CFO

---

Prime Contractor Signature  Date 5/6/2015

CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Comprehensive Construction Consulting, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lynn Dixon
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): ldixon@comprehensivecc.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 300 Wells, Suite 1002
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor) Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 312-353-3000 / 312-353-3001
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 7/1/15 - 11/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Construction Management services	\$130,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Date 5/6/2015

Prime Contractor Signature



Date

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: EMCOR Services Team Mechanical
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Gary Elfering
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): gelfering@emcor.net
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 432 Lexington Drive
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Buffalo Grove, IL 60089
Telephone and Fax (Contractor): Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 847-229-7600 / 847-229-7699
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 7/1/15 - 9/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Mechanical valves replacement at perimeter heating - Dunne Building	\$1,586,981.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature



5/6/2015

Date

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
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<input type="radio"/> Check Complete

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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/Supplier/ Subconsultant to be added or substitute: Every Bloomin Industrial Supply, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Adrienne Russ
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): ebis2@sbcglobal.net
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 2514 W. Armitage Ave
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60647
Telephone and Fax (Contractor): Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 773-227-1144 / 773-227-1188
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 8/1/15 - 3/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supplier of plumbing fixtures and supplies - Subtier to Werner Nugent	\$134,868.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature



5/6/2015  
Date

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Johnson Controls, Inc. (JCI)
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Walter Prusak
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): walter.f.prusak@jci.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 3007 Malmo Drive
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Arlington Heights, IL 60005
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 847-274-7206 /
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 8/1/15 - 10/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Building automation devices and programming	\$349,785.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Date 5/6/2015

Prime Contractor Signature



**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: NES Incorporated
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Damion Navarro
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): dnavarro@nesincorp.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 19015 Jodi Road Unit B
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Mokena, IL 60448
Telephone and Fax (Contractor): Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 708-478-5497 / 708-478-5801
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 8/1/15 - 12/31/15

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Remediation services	\$15,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

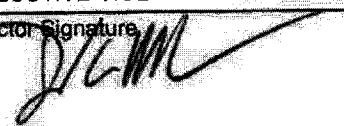
Contractor NORESCO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Date 5/6/2015

Prime Contractor Signature





CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Ornelas Construction Company
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: James Ornelas
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): jimornelas@ornelasconstruction.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 12520 W. Horseshoe Drive
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): New Lenox, IL 60451
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 636-9988	Telephone and Fax (Subcontractor) 815-462-7600 / 815-462-9318
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 8/1/15 - 5/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
HVAC and plumbing systems - subtier to AMS Mechanical Systems	\$200,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Date 5/6/2015

Prime Contractor Signature

Date



CONTRACT NO.

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Office of the Chief Procurement Officer  
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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: R.H.L. Insulation & Firestopping, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Rebecca Fallin
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): becky@rhinsulation.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 2224 Oak Leaf Street
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Joliet, IL 60436
Telephone and Fax (Contractor) Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 815-730-1592 / 815-730-1593
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 8/1/15 - 10/15/15

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
New insulation	\$102,830.00


The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature



Date 5/6/2015

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

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<input checked="" type="radio"/> Check Complete

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Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Schneider Elec.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor):
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 311 S. Wacker Dr #4550
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Energy Management System - Dunne Bldg.	\$20,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature



Date 5/6/2015

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Shelton Solutions
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kelly Shelton
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): kelly@shelton-solutions.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 7643 South Indiana
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60619
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 773-209-6868 / 312-577-0831
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 6/1/15 - 11/30/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Energy rebate consulting	\$10,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

5/6/2015

Prime Contractor Signature

Date



**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Target Group, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor):
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 330 South Wells, Suite 400
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60605
Telephone and Fax (Contractor) Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Consultant	\$20,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESKO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature

5/6/2015  
Date



CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: W.E. Bishop & Company
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Warren Bishop
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): webcompany1@comcast.net
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 515 Thornhill Lane
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Palatine, IL 60074
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 847-724-3688 /
Estimated Start and Completion Dates (Contractor): 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor): 7/1/15 - 10/1/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supplier of pipe fittings and misc mechanical supplies - subtier to EMCOR Services	\$816,135.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Prime Contractor Signature



Date 5/6/2015

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1328-13107	Date: May 5, 2015
Total Bid or Proposal Amount: \$11,386,016	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Werner-Nugent Plumbing, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor):
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 14840 S. McKinley
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Posen, IL 60469
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor) 6/1/15 - 11/30/16	Estimated Start and Completion Dates (Subcontractor) 6/1/15 - 11/30/16

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Plumbing Installation	\$533,164.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NORESCO

Name DAVID MANNHERZ

Title EXECUTIVE VICE PRESIDENT AND CFO

Date 5/6/2015

Prime Contractor Signature



Date

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE PAGES 13, 14, & 15

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

\_\_\_\_\_  
Corporation's Name

\_\_\_\_\_  
President's Printed Name and Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Date

Execution by LLC

\_\_\_\_\_  
NORESKO, LLC

\_\_\_\_\_  
David G. Mannherz

\_\_\_\_\_  
LLC Name

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
May 6, 2015

\_\_\_\_\_  
508-614-1000 dmannherz@noresko.com

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Subscribed and sworn to before me this

6th day of May, 2015

My commission expires: April 20, 2018

\_\_\_\_\_  
Sara J. Sargent  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



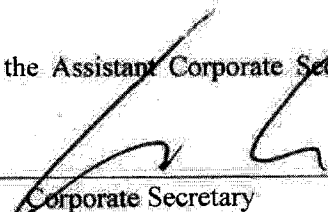
**CERTIFICATE OF AUTHORITY**

I, Adam Nee, Corporate Secretary of NORESKO, LLC, ("NORESCO"), a Delaware limited liability company, (hereinafter the "Company"), hereby certify that: (1) I am a duly elected and acting Corporate Secretary of the Company; (2) I am familiar with the minute books of the Company; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Managing Member of the Company has authorized, in the NORESKO, LLC, Limited Liability Company Agreement, that the Company President may delegate certain authority and has in fact delegated to the person(s) holding the below listed position(s) the authority to execute and deliver on behalf of the Company contracts, bonds, or other instruments for the sale of products and services:

David G. Mannherz

Executive Vice President & CFO


IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Corporate Secretary of the Company this 6th day of May, 2015.

  
\_\_\_\_\_  
Corporate Secretary

STATE OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this the 6th day of May, 2015, before me, \_\_\_\_\_, the undersigned Officer, Adam Nee, personally appeared, who acknowledged himself to be the Corporate Secretary of NORESKO, LLC, a limited liability company, and that he as such Corporate Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: 4/20/2018

SECTION 5  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*John E. M...*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF July, 2015

IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1528-14647

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 11,386,016.00  
(DOLLARS AND CENTS)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 01 2015

FUND CHARGEABLE: \_\_\_\_\_  
COM \_\_\_\_\_

APPROVED AS TO FORM:

*ABA*  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)  
6-2-15

## TABLE OF CONTENT

EXHIBIT	TITLE
A	Board Authorization Letter
B	List of Energy Conservation Measures (ECMs) & Facilities, Utility Meters, and Design Document Submittals
C	Project Description and Scope of Services
D	List of Subcontractors by Type of Service
E	Key Personnel
F	Project Schedule
G	Savings Guarantee
H	Measurement and Verification Plan
I	Measurement & Verification Services Payments
J	Schedule of Values; County Guidelines on Invoices
K	Maintenance Services by ESCO
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M	Required Maintenance by County
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P	Supplemental County Conditions Prevailing Wage Provisions Special Facilities Access and Security Provisions Carryforward Provisions from Exhibit B to Phase I Audit Agreement
Q	Warranty Matrix by Building
R	Warranties
S	Modifications of Energy Audit Documents
T	Standards of Service
U	Commissioning Plan
V	Training Plan
W	Form of Bonds

## **A Board Authorization Letter**

healthcare

**15-3649** PROPOSED RESOLUTION Approving economic package including wage increases and healthcare

---

**FINANCE COMMITTEE MEETING OF JUNE 30, 2015**

**15-2706** PROPOSED CONTRACT AMENDMENT NORESKO, LLC Des Plaines, Illinois

**15-3644** PROPOSED CONTRACT NORESKO, LLC. Des Plaines, Illinois

**15-3658** PROPOSED CONTRACT NORESKO, LLC, Des Plaines, Illinois

**15-3597** PROPOSED LICENSE AGREEMENT NORESKO, LLC Des Plaines, Illinois

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**CRIMINAL JUSTICE COMMITTEE MEETING OF JUNE 30, 2015**

**15-3794** PROPOSED RESOLUTION recognizing calling upon the Chicago Police Department to communicate and coordinate with the Cook County Sheriff's Police to address issues related to the practice of "stop and frisk," by reviewing the policies of the sheriff related to motor vehicle stops, searches and seizures, supervisory rank and responsibility, and detentions

**15-3813** PROPOSED ORDINANCE AMENDMENT amending the Cook County Code of Ordinances relating to the official seal of Cook County to prohibit fraudulent and deceptive use by private persons and entities

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**HUMAN RELATIONS COMMITTEE MEETING OF JUNE 30, 2015**

**15-3362** PROPOSED ORDINANCE establishing the Commission on Cook County Youth

---

**TECHNOLOGY AND INNOVATION COMMITTEE MEETING OF JUNE 30, 2015**

**15-3640** REPORT Quarterly Progress Report on the Creation of the Automated Criminal Justice System

**15-3676** REPORT Strategic Plan

**15-3644**

**Presented by:** PHIL BOOTHBY, Director, Office of Capital Planning and Policy

**PROPOSED CONTRACT**

**Department(s):** Department of Capital Planning & Policy

**Vendor:** NORESCO, LLC. Des Plaines, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Energy Conservation Measures

**Contract Value:** \$11,386,016.00

**Contract period:** ~~6/17/2015--1/9/2037~~ 7/8/2015 - 1/30/2037

**Potential Fiscal Year Budget Impact:** FY 2015 \$6,459,816.00, FY 2016 \$4,926,200.00

**Accounts:** 1619

**Contract Number(s):** 1528-14647

**Concurrences:**

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

**Summary:** Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. NORESCO, LLC was selected based on established evaluation criteria. Phase I provided for a comprehensive investment grade audit (IGA) for the County two Corporate Buildings (118 N. Clark and 69 W. Washington) and Provident Hospital. The IGA was completed in December 2014.

This is Phase 2, installation and implementation, of a Guaranteed Energy Savings Performance Contract at the corporate buildings. The first phase was a comprehensive investment grade audit that identified a specific set of energy conservation measures (ECMs) for each facility. The project will reduce energy costs 30% and water 13% and address the repair or replacement of failing critical infrastructure and building automation systems. This contract is for two (2) years of construction followed by 20 years of verification of the energy conservation measures and maintenance service on steam traps at the County Building.

**B** **List of Energy Conservation  
Measures (ECMs) & Facilities,  
Utility Meters, and Design  
Document Submittals**

# EXHIBIT B

## List of Energy Conservation Measures & Facilities, Utility Meters and Design Document Submittals

The following table indicates the ECMs to be installed by the ESCO at each Facility included in this Contract.

Table B-1. ECM Table

Package #1 ECM Table			
IGA ECM #	Building	Description	Status
1	County	Perimeter Heat Valve Upgrade	Included in contract
2	County	County-Wide Controls Integration	Included in contract
3	County	End Device Repair and Controls Optimization	Included in contract
6	County	Lighting Upgrades	Included in contract
7	County	Cooling Tower Renovations	Included in contract
8	County	Steam Trap Refurbishment	Included in contract
9	County	Plumbing System Upgrades	Included in contract
11	Dunne	Perimeter Heat Valve Upgrade	Included in contract
12	Dunne	County-Wide Controls Integration	Included in contract
13	Dunne	End Device Repair	Included in contract
14	Dunne	Lighting Upgrades	Included in contract
15	Dunne	Plumbing System	Included in contract



Package #1 ECM Table			
IGA ECM #	Building	Description	Status
Upgrades			
17	Dunne	Steam System Insulation	Included in contract
18	Dunne	Demand Controlled Ventilation	Included in contract
31	Dunne and County	Energy Conservation Through Behavior Change	Included in contract
33	Dunne and County	Demand Response Program	Included in contract

The following table indicates the ECM's which were considered, but will not be installed by the ESCO under this Contract.

IGA ECM #	Building	Description
4	County	Electronic AHU Filters
5	County	Air Handler Refurbishment
10	County	LEED Services
16	Dunne	LEED Services
19	Dunne	Window Replacements
22	Provident	Electronic AHU Filters
23	Provident	Lighting Upgrades
24	Provident	Steam Trap Refurbishment
25	Provident	Plumbing System Upgrades
26	Provident	Steam System Insulation
28	Provident	AHU Replacement with VAV Conversion
29	Provident	Kitchen Hood Sensors
30	Provident	LEED Services



The following table is a list of electric, natural gas and water meters for the facilities included in this Contract.

Table B-2. Electric Accounts and Meters by Site for the Facilities

Building	Account No.	Meter Numbers					
County	0549073001	145036817	145037788				
Dunne	0549039009	140385222					
Dunne	8724017009	092638927	092638933	140150276	140192540	140212564	140299936
		140383665	140507586	141074455	141113587	141113588	141113589
		141113595	141113743	141114791	141159942	141159943	141159944
		141178711	141178712	141180359	141180360	141180361	141180362
		141180363	141180364	141180365	141194199	141196378	141214195
		141253393	141253398	141253399	141180359	141180360	141180361
		141180362	141180363	141180364	141180365	141194199	141196378
		141214195	141253393	141253398	141253399	141310295	141310353
		141310944	141310945	141387943	141389964	141506723	141507011
		141516906	141521274	141521756	141614325	141614554	141614555
		141614557	141614558	141614581	141631312	141687881	141687882
		141687883	141723630	141723640	197193166		
Dunne	4245124023						
Dunne	3795470015						
Dunne	3795467018						
Dunne	3795469012						
Dunne	3795463010						
Dunne	4353143007						
Provident	1528491000	078981507	079334836	141326733	141363023	141739955	141740075
		145019634	145020742	145021835	145022259		
Provident - Pharmacy	3828169056	141711291	141723307				

Table B-3. Natural Gas Accounts and Meters by Site for the Facilities

Building	Account No.	Meter Number	
Dunne	4500016943661	P1920243	P1599625
Provident	8500019138233	P1682494	
Provident - Pharmacy	6500046246035		

Table B-4. Water Accounts by Site for the Facilities

Building	Account No.
County	442234-442234
County	442236-442236
County	1046001-655911
Dunne	587560-587560
Dunne	597488-590575
Dunne	587561-587561
Provident	439986-439986
Provident	439986-439987
Provident (Fire Meter)	439986-439988

The following table indicates the Design Documents to be submitted and Equipment Order Process for each ECM. Equipment with long lead times for delivery may require approval and ordering of equipment prior to final design.

Table B-5. Summary of Design Documents and Equipment Order Process by ECM

ECM #	Energy Conservation Measure	Design Documents Submitted to Cook County	Equipment Order Process
1, 11	Perimeter Heat Valve Upgrade	Product Cutsheets	Equipment Order Upon Submittal Approval
2, 12	Countywide Controls Integration	N/A	N/A
3, 13	End Device Repair and Controls Optimization	Product Cutsheets (will replace like for like where available)	TBD
6, 14	Lighting Upgrades	Product Cutsheets and Lighting Audit Survey	Equipment Order Upon Submittal Approval
7	Cooling Tower Renovations	N/A	N/A
8	Steam Trap Refurbishment	Product Cutsheets	Equipment Order Upon Submittal Approval
9, 15	Plumbing System Upgrades	Product Cutsheets	Equipment Order Upon Submittal Approval
17	Condensate Piping Insulation	Product Cutsheets	Equipment Order Upon Submittal Approval
18	Demand Controlled Ventilation	Points Lists and Product Cutsheets	Equipment Order Upon Submittal Approval
31	Energy Conservation Through Behavior Change	N/A	N/A
33	Demand Response Program	Demand response plans	N/A

**C Project Description and Scope of Services**

# EXHIBIT C

## Project Description and Scope of Services

The final scope of work is defined in Exhibit C of this Contract, detailed in the Investment Grade Energy Audit dated December 1, 2014, and clarified in Exhibit S of this Contract, Modifications of Energy Audit Documents.

### ECM-1: County Building Perimeter Heat Valve Upgrade

#### Scope of Work

1. Remove and dispose of the perimeter heat valves on 3<sup>rd</sup> and 9<sup>th</sup> floors
  - i. Remove existing manual control valves from the perimeter heating on the 3<sup>rd</sup> and 9<sup>th</sup> floors as listed in Table C-1 below and dispose of properly.

Table C-1. Counts of Valves Affected on 3<sup>rd</sup> and 9<sup>th</sup> Floors of County Building

Floor	# of Valves for Finned/Walled Radiators
3rd	59
9th	61
Total	120

Table C-2. Counts of Valves Affected in Basement Perimeter Radiation of County Building

Floor	# of Valves for Finned Radiators	
	South (Washington St)	East (Clark St)
Basement	6	13

2. Furnish and install electronic control valves for the 3<sup>rd</sup> and 9<sup>th</sup> floor perimeter valves listed in Table C-1.
  - a. Perimeter Heat Valve Upgrade on 3<sup>rd</sup> and 9<sup>th</sup> Floor
    - i. Furnish and install new controls wiring to fifty-nine (59) on 3<sup>rd</sup> floor and sixty-one (61) on 9<sup>th</sup> floor new digital steam control valves with electronic actuators on the associated floors. New digital valves shall be wired from an output of the closest DDC VAV Box controller located in the associated ceiling. Control of new valves shall be from associated existing VAV box space temperature sensor.
    - ii. Furnish and install four (4) new DDC space temperature sensors on the 3<sup>rd</sup> and 9<sup>th</sup> floors to account for new control of select offices and or open spaces.

Space temperature sensors shall be wired to closest DDC VAV Box controller located in the ceiling.

3. Furnish and install new pneumatic control valves with pneumatic actuators for the Basement perimeter radiation listed in Table C-2.
  - a. Furnish and install new controls wiring and pneumatic tubing to nineteen (19) new digitally controlled pneumatic steam control valves in the basement perimeter areas. EMS shall control valves from a single digital output to a new electronic/pneumatic transducer to open/close the new pneumatic valves based on an outside air temperature set point. Provide and install pneumatic steam control valves for basement radiation.
  - b. Reuse existing or provide new control panels for new basement device connections as required.
  - c. Provide new electrical circuit and low voltage transformers as required for a complete installation.
  - d. No new temperature sensors shall be required. Valves to be controlled based on outside air temperature reset schedule.
4. Furnish and install new galvanized unistrut pipe support bracket and associated hangers to re-support existing radiator piping independent of existing hangers for basement radiators. Anchors shall be affixed to side walls.



**The following exceptions and clarifications apply to this ECM:**

1. The condition of existing radiator piping varies. Pipe nipples will be replaced as required if damaged during the removal or installation of new valves up to two (2) foot length per valve. Any issues with existing pipe more than 2 feet away from the valve to be replaced is not included.
2. Radiator covers shall be removed and reinstalled.
3. The Randolph Street side of the basement perimeter radiation is currently not operational. There have been no costs included to repair this leg of piping, and no valve upgrades will be performed.
4. Existing basement perimeter radiators which are providing heat for sidewalk snow melt will not be relocated, only re-supported.
5. NORESKO has assumed that digital VAV boxes on the third and ninth floor have the ability to accept an analog input for additional space temperature sensors and analog outputs to control the new perimeter radiation valves. NORESKO does not anticipate the need for and has not included any control system upgrades to accommodate the additional points.
6. NORESKO will perform any asbestos abatement required for this ECM using the \$250,000 not to exceed abatement allowance. Any abatement in excess of this allowance amount will be the responsibility of the County. The \$250,000 amount is for all aspects of the package 1 project, not just this ECM.
7. The stated value of the asbestos abatement is inclusive of NORESKO labor costs and markup on the work completed. The ESCO will receive additional compensation for work completed, if required, exceeding the amount allocated in this agreement for the Asbestos Abatement funds. The County will receive a credit for any unused Asbestos Abatement funds, or it may direct NORESKO to do additional work to utilize the remaining funds.
8. The County personnel are responsible for coordination of tenants and moving furniture so as to provide ready access and adequate work space to perform the required work.

***Equipment Manufacturers***

Two way threaded globe valves and actuators shall be from Johnson Controls, Honeywell or NORESKO approved equal.

**End of Scope of Work for ECM-1 County Building Perimeter Heat Valve Upgrade**

## **ECM-2: County Building Countywide Controls Integration**

The following acronyms are used throughout the scope of work for this ECM and subsequent ECMs related to the Energy Management System:

- ▶ ADS - Application and Data Server
- ▶ NAE - Network Application Engine
- ▶ MS/TP - Master-Slave/Token-Passing

### ***Scope of Work***

1. Upgrade Metasys network
  - a. The intent of this ECM is only to provide feedback from the existing building management system to the County's central controls location at the Juvenile Temporary Detention Center.
  - b. Disconnect the existing ADS Server from the building network. The three existing Network Application Engines (NAE) shall report to the ADX server located in the Juvenile Temporary Detention Center building.
  - c. Provide a new Operator Workstation which shall be located in the building operator's office.
  - d. Provide two four-hour sessions of onsite operator training.
  - e. Provide software programming and technical labor to integrate the existing and new points into the NAEs and validate points.

### **The following exceptions and clarifications apply to this ECM:**

1. Note that the contract includes providing and installing up to 100 feet of conduit raceway from primary NAE panel to associated County-provided network communication port. County network cable and associated installation in new raceway shall be provided the County. Any work necessary to extend the communication lines further is the responsibility of the County.
2. Any required upgrades to the ADX server located in the Juvenile Temporary Detention Center building or other post-installation software upgrades are not included.

### ***Equipment Manufacturers***

The new controls systems and components will be manufactured by Johnson Controls, Incorporated.

**End of Scope of Work for ECM-2 County Building Countywide Controls Integration**

### **ECM-3: County Building End Device Repair and Controls Optimization**

This ECM includes repair or replacement of non-functional end devices. This will happen in two stages:

1) A full system checkout of the existing controls end devices that will be performed as part of the Controls Upgrade and Expansion ECM, and 2) replacement of the sensors, actuators and other devices that are found to be deficient.

This measure includes the installation of new water meters, tied to the building automation system at the County Building.

NORESCO will survey and functionally test the controlled equipment end devices. End devices that are identified as needing repair will be prioritized and repaired to improve the functionality of the controlled system and in accordance with the limits as detailed in the Investment Grade Energy Audit dated December 1, 2014. The County will determine the priority of the repairs and maintain the records of the repairs. ESCO representatives and the County's Project Manager/representative will review on a monthly basis the list of repairs, outstanding deficiencies, cost for the repairs and the balance of the \$400,000 End Device Repair Fund. This \$400,000 is inclusive of all NORESCO costs (design, PM, commissioning, mark-up, etc.). After prioritized work as defined above is completed by the ESCOs project team, the County's Project Manager/representative can receive a refund or direct any remaining balance of Repair Funds to complete any additional desired work. The replacement of components and utilization of the repair and replacement fund will be at the sole discretion of the County. The ESCO will receive additional compensation for work completed, if required, exceeding the amount allocated in this agreement for the End Device Repair.

#### ***Scope of Work***

NORESCO will install variable frequency drives (VFDs) and motors where indicated and/or remove the inlet guide vanes removed as designated in Table C-3 below.

1. Demolition/Removal
  - a. Remove and dispose of supply fan inlet guide vanes (IGVs) and supply fan motor and starter on AHUs identified in Table C-3 below.
2. New Work
  - a. Provide and install VFDs in same location as existing motor starter at AHUs identified in Table C-3 below.
    - i. New VFD on supply fan only. The following new DDC points will be programmed from associated VFD: Fan start/stop, status (current sensing relay), speed control and alarm.
    - ii. Provide, install and program a new static pressure sensor at fan outlet.
    - iii. Set the VFD speed to match pre-retrofit fan outlet pressure.
    - iv. Provide program and start-up for new VFDs listed above. VFDs shall have an internal disconnect, Hand-Off-Auto Switch and electronic bypass.

- b. Furnish and install new motors, properly align new motors at AHUs identified in Table C-3 below.

Table C-3. Summary of Air Handling Units and Scope for New VFD and Motor, Removal of IGVs

Tag	HP	Voltage	Scope	
			New VFD and motor on supply	Remove IGVs
AHU-B1S-N	25	230	X	
AHU-B1S-S	10	230	X	
AHU-2-1	20	460	X	
AHU-2-2	25	460		X
AHU-S2-S	40	460		X
AHU-S2-N	40	460		X
AHU-3-1	20	460		
AHU-3-2	25	460		
AHU-4-1	20	460	X	X
AHU-4-2	20	460		
AHU-5-1	20	460	X	
AHU-5-2	20	460		
AHU-6-1	20	460	X	
AHU-6-2	20	460		
AHU-7-1	25	230		
AHU-7-2	25	230		
AHU-7-3	20	230	X	
AHU-8-1	25	230	X	X
AHU-8-2	30	230	X	X
AHU-9-1	30	230		
AHU-9-2	30	230		

Tag	HP	Voltage	Scope	
			New VFD and motor on supply	Remove IGVs
AHU-10-1	40	230	X	
AHU-10-2	40	230		
AHU-11-1	30	230	X	
AHU-11-2	30	230	X	

- c. Inspect and clean air surface area of air handler heating and cooling coils.
- d. The following is a list of typical devices that will be included in the system checkout and will be recommended for repair / replacement using repair funds.
  - i. Twenty-five (25) Building AHUs
  - ii. One-hundred seven (107) Total Fan Powered Boxes (third and ninth floor)
  - iii. Chilled Water System
  - iv. Building Automation System
  - v. Pneumatic
    - a. Damper Actuator
      - i. Typical VAV Box
      - ii. Typical EA/RA/OA Damper Actuator
    - b. Valve Actuator
      - i. Small (1/2" to 1")
      - ii. Medium (1 1/2" to 3")
      - iii. Large (3" to 5")
      - iv. Very Large (6" to 10")
    - c. Reheat Control Valve
    - d. T-Stat
    - e. Temp Sensor, Bulb
    - f. Temp Sensor, Averaging
    - g. Humidity Sensor
    - h. Pressure Sensor
    - i. Differential Pressure Sensor

- j. Flow Sensor
- k. Turbine Water Flow Sensor
- l. Start / Stop Relay
- m. P/E Transducer
- vi. Digital
  - a. T-Stat
  - b. Temp Sensor, Bulb
  - c. Temp Sensor, Averaging
  - d. Humidity Sensor
  - e. Pressure Sensor
  - f. Differential Pressure Sensor
  - g. Flow Sensor
  - h. Turbine Water Flow Sensor
  - i. Start / Stop Relay
- vii. Other - Fan Powered Box Motor
- e. Domestic Water Metering
  - i. Furnish two (2) total building domestic water meters and a display panel. One meter will be installed on the 6" branch of the water service and one meter will be installed on the 8" branch of the water service.
  - ii. Provide programming to read and display the meter outputs and to create a monthly report to display total monthly consumption.

**The following exceptions and clarifications apply to the End Device Repair and Controls Optimization Project:**

- a. AHU setbacks are based on the proposed operating schedules as provided by the County. The fourth floor AHUs (S-4-1 and S-4-2) will remain operational 24/7 to maintain space temperature due to lack of perimeter radiation on that floor.
- b. NORESCO requires access to the existing building front-end and the server, housed at the Juvenile Temporary Detention Center (JTDC) East.
- c. The Repair fund totals \$400,000. The amount of the Repair fund is based on repairing/replacing various building components including sensors and actuators, and is not intended to include the cost necessary to repair all system deficiencies.
- d. With the installation of VFDs, NORESCO has included the cost for a short circuit and harmonic study, but has not included cost for harmonic filters or other corrective action.

- e. VFD pricing includes six-pulse drives only.
- f. The VFDs greater than six pulse, harmonic filters or repairs to the existing electrical building infrastructure or components or other required modifications resulting from short circuit, harmonic or other electrical studies have not been included in this project.

***Equipment Manufacturers***

Water meters will be manufactured by Onicon, VFDs will be manufactured by ABB, other controls system components will be manufactured by Johnson Controls or NORESKO approved equals.

**End of Scope of Work for the ECM-3 County Building End Device Repair and Controls Optimization**

## **ECM-6: County Building Lighting Upgrades**

A comprehensive room-by-room detailed scope of work is located in Section IX (Appendices): Appendix C – Lighting Audit of the Investment Grade Energy Audit dated December 1, 2014. Fixture specification sheets are located in Appendix G of the Investment Grade Energy Audit dated December 1, 2014. The following is a summary description of the retrofits by facility.

### ***Scope of Work***

1. Retrofit the fluorescent 2'x4' recessed troffers containing 3 or 4 lamps with reflector kits and two 4' integral driver LED tubes.
2. Retrofit the fluorescent 2'x2' fixtures containing U-bent lamps with reflector kits and two or three 2' linear integral driver LED tubes.
3. Retrofit the fluorescent fixtures with dimming ballasts and controls with LED tubes and external dimmable drivers, and install new dimming controls compatible with the LED drivers.
4. Re-lamp other fluorescent fixtures one-for-one with 2', 3', 4', and 8' integral driver LED tubes.
5. Install wireless occupancy sensors to control specified fixtures. See Attachment C of the Investment Grade Audit for sensor locations.

### **The following exceptions and clarifications apply to this ECM:**

1. LED tube retrofits will include removal of existing fluorescent ballasts and lamp holders, installation of un-shunted lamp holders, and re-wiring of line voltage to one of the new lamp holders per LED tube.
2. Existing fixtures with compact fluorescent lamps and/or that have very short operating hours will not be upgraded.
3. Historic fixtures in the stairwells containing 1-foot T8 lamps will not be upgraded.
4. NORESKO has assumed working four 10-hour days, Monday through Thursday, 4:30 p.m. until 2:30 a.m. for implementation of lighting upgrade measures in occupied spaces to minimize disruption to occupants.
5. NORESKO has only included the cleaning of fixture lenses, no replacements.
6. The fifth floor Board Room lighting retrofit is not included in this project as this area has been designated for future renovation.
7. Occupancy sensor layout was determined for the purpose of determining costing and savings and is not intended to be a final design. During construction, the final layout of the occupancy sensors will be reviewed and approved with the users.
8. NORESKO is not addressing any cloth wire or replacing any wire or conduit as part of the lighting work. Work as proposed only includes retrofits at the fixture.
9. The cost of replacing lenses or louvers has not been included in the project.



10. NORESCO will provide 2% attic stock for LED lamps.
11. Lighting measures will be retrofits, not new fixtures. New plenum rated fixtures will not be provided.
12. Relocation of furniture or other items will be the responsibility of the County.
13. No elevator/elevator cars lighting retrofits are proposed.
14. Existing lenses shall not be replaced unless specifically noted even if they are damaged.
15. Any areas not listed in the Room-by-Room detailed scope of work in Appendix C of the IGA dated December 1, 2014 or Addendum dated March 19, 2015 are not included as part of the project.
16. Hazardous material abatement and removal is excluded from the scope of work.
17. Existing non-code compliant electrical wiring, electrical services or grounding are not included in the scope of work.

***Equipment Manufacturers***

Equipment to be provided by Remphos, Sylvania, Philips or NORESCO approved equal.

**End of Scope of Work for ECM-6 County Building Lighting Upgrades**

## **ECM-7: County Building Cooling Tower Renovations**

### ***Scope of Work***

1. Three components are included to refurbish the cooling tower:
  - a. Base scope: Cleaning, inspection and power grinding of towers, replacement of fill with new high efficiency PVC fill, replacement of drift eliminators and inlet louvers, membrane liner or fiberglass replacement of damaged areas, install new splash diverter to conserve water and chemicals.
  - b. Gear reconditioning: Drain oil, disassemble fan and gears, install new bearings and gear seals, realign internal elements, new stainless steel shims, sandblast and epoxy coating, lubricate, reinstall and perform vibration analysis.
  - c. Sump sweeper filtration system: SBS Model TSP-600 Tower Scour skid mounted carbon steel filtration system, 2" automatic purge ball valve, 30 hp, 1100 GPM centrifugal pump, control panel, high flow educator nozzles

### **The following exceptions and clarifications apply to this ECM:**

- a. NORESO requires access to the County Building roof.
- b. NORESO requires adequate access to the equipment, including crane lifts to the roof as required.
- c. NORESO requires access during winter months, when the cooling towers will be inactive.

### ***Equipment Manufacturers***

Custom cooling tower equipment to be provided.

### **End of Scope of Work for ECM-7 County Building Cooling Tower Renovations**

## ECM-8: County Building Steam Trap Refurbishment

### Steam Trap Scope of Work

- a. Repair the steam traps listed in Section IX (Appendices): Attachment I – Steam Trap Audit of Investment Grade Audit, dated December 1, 2014. In addition:
  - i. The thirteen (13) existing check valves on eleven (11) air handlers and two (2) heat exchangers will be removed, and atmospheric vacuum breakers will be installed.
  - ii. The two thermostatic traps in the chiller room (Tags #54 & 55) will be removed, and the lines capped.
  - iii. Cut and cap 30' of piping in 2nd floor mechanical room.

### Insulation Scope of Work

Repairing or replacing deteriorated insulation and adding insulation to steam system components, such as valve bodies and uninsulated pipe will drastically reduce distribution heat losses.

1. Insulation of Mechanical Piping and PRV
  - a. Add insulation to uninsulated piping in mechanical rooms
  - b. The scope of work includes installing mechanical insulation on piping where insulation is either missing or damaged.
  - c. Install insulation on mechanical piping listed in Table C-5.
  - d. Install insulation on mechanical PRVs listed in Table C-6.

\* Table C-4. County Building Insulation Scope Location for Mechanical Piping

Location	Tag #	Elev.	Length	Size
Penthouse North	6	12'	50'	1-1/4"
Penthouse North	6	12'	50'	1-1/2"
Penthouse North	6	10'	20'	2-1/2"
Penthouse North	13	15'	50'	1-1/4"
Basement Mech Room	41	13'	30'	3"

Table C-5. County Building Insulation Scope Location for Mechanical Equipment

Location	Tag #	Elev.	Length	Size
Basement PRV Station	29	10'	15'	12"

**The following exceptions and clarifications apply to this ECM:**

- ▶ Costs have been included for annual testing of 1/3 of the identified traps.
- ▶ NORESKO has not included the cost of replacing any failed traps identified as part of the post-installation annual inspections.
- ▶ The County is responsible for moving any furniture and providing ready access.
- ▶ NORESKO has included an asbestos abatement allowance of \$250,000. This is a not to exceed allowance which is to be used for ECMs where ACM is identified. This allowance is inclusive of all NORESKO costs (design, PM, etc.)
- ▶ The stated value of the asbestos abatement is inclusive of NORESKO labor costs and markup on the work completed. The ESCO will receive additional compensation for work completed, if required, exceeding the amount allocated in this agreement for the Asbestos Abatement funds. The County will receive a credit for any unused Asbestos Abatement funds, or it may direct NORESKO to do additional work to utilize the remaining funds.

**Equipment Manufacturers**

The steam trap and vacuum breaker manufacturer will be Mepco, Inc or NORESKO-approved equal. Insulation shall be by Owen Corning or NORESKO approved equal.

**End of Scope of Work for ECM-8 County Building Steam Trap Refurbishment**

## **ECM-9: County Building Plumbing System Upgrades**

A detailed scope of work is located in Section IX (Appendices): Appendix D - Water Audit of the Investment Grade Energy Audit dated December 1, 2014. Fixture specification sheets are located in Appendix G of the Investment Grade Energy Audit dated December 1, 2014. The following is a summary description of the retrofits by facility.

### ***Scope of Work***

The design intent is to upgrade the domestic plumbing systems with the latest high efficiency fixtures, piston flush valves and faucet aerators. Sensor operated flush valves will be installed where that type is currently used, and hand actuated valves will be used to replace existing hand actuated valves. The lavatory faucets with existing 0.5 gpm aerators will not be upgraded.

The proposed scope of work does not include any upgrades required for ADA compliance.

1. Toilet Upgrades
  - a. Replace flush valve toilets with new porcelain bowls and piston flush valves designed to operate at 1.28 gpf.
  - b. Replace tank toilets with new pressure-assist tank toilets designed to operate at 1.1 gpf.
2. Urinal Upgrades
  - a. Replace urinals with new high-efficiency urinal systems including new porcelain and piston flush valves designed to operating at 0.125 gpf.
3. Faucet Upgrades
  - a. Install new 0.5 gpm spray type nozzles on existing lavatory faucets.
  - b. Install new 1.0 gpm laminar flow type nozzles on existing sink faucets in the break rooms.

### **The following exceptions and clarifications apply to the Plumbing System Upgrades ECM:**

1. General
  - a. NORESKO has included the costs for providing standard elongated toilets, not bariatric toilets.
  - b. NORESKO has assumed that domestic water pressure to the plumbing fixtures will remain at or below code required levels of 80 psi. NORESKO will not perform work on fixtures where water is delivered to the fixture at pressures greater than 80 psi.
  - c. NORESKO has not included any costs or work required to renovate the washroom facilities to meet current Illinois Accessibility Code should the authority having jurisdiction require such.
  - d. NORESKO will perform any asbestos abatement required in affected toilet rooms using the \$250,000 not to exceed abatement allowance. Any abatement in excess of this allowance

amount will be the responsibility of the County. The \$250,000 abatement allowance is the total amount for the project, not a single ECM.

***Equipment Manufacturers***

The plumbing equipment manufacturers will be Sloan and Mansfield for porcelain fixtures; Sloan and Zurn for flush valves; and Neoperl for faucet aerators; or NORESKO approved equals.

**End of Scope of Work for ECM-9 County Building Plumbing System Upgrades**

## **ECM-11: Dunne Building Perimeter Heat Valve Upgrade**

### ***Scope of Work***

1. Demolition / Removal:
  - a. Remove and dispose of existing perimeter control valves on the 4<sup>th</sup> through 35<sup>th</sup> floors.
2. New Work:
  - a. Furnish and install new perimeter valves on 4th through 35th floors, 2006 valves and actuators total.
  - b. Every perimeter induction unit will be provided with a new pneumatic control valve. Each room with an induction unit will be provided with one (1) pneumatic thermostat for a total quantity of 1396 thermostats.

### **The following exceptions and clarifications apply to this ECM:**

1. The condition of existing radiator piping varies. Pipe nipples will be replaced as required if damaged during the removal or installation of new valves up to two (2) foot length per valve.
2. Radiator covers shall be removed and reinstalled. Patch and paint to repair walls and covers will be completed as needed.
3. NORESKO will perform any asbestos abatement required for this ECM using the \$250,000 not to exceed abatement allowance. Any abatement in excess of this allowance amount will be the responsibility of the County. This abatement allowance is for the entire project, not only this ECM.
4. The Dunne Building personnel are responsible for coordination of tenants and moving furniture so as to provide ready access and adequate work space to perform the required work.
5. All work shall be performed during normal working hours between the hours of 6am to 4:30pm, Monday through Friday.

### ***Equipment Manufacturers***

Perimeter valves, actuators and thermostats shall be by Johnson Controls, Honeywell or NORESKO approved equal.

### **End of Scope of Work for ECM-11 Dunne Building Perimeter Heat Valve Upgrade**

## **ECM-12: Dunne Building Countywide Controls Integration**

The following acronyms are used throughout the scope of work for this ECM and subsequent ECMs related to the Energy Management System:

- ▶ ADS – Application and Data Server
- ▶ NAE – Network Application Engine
- ▶ MS/TP – Master-Slave/Token-Passing

### ***Scope of Work***

1. Integrate Metasys Network. This measure will provide the required infrastructure to integrate existing points into the JCI front-end system that the County currently owns.
  - a. Up to 300 controls points of the County's selection will be integrated to the central server at the Juvenile Detention Facility. These points will allow remote monitoring and trending only of critical building operating information.
  - b. The existing Andover-Schneider Electric BAS shall remain.
  - c. A new Network Application Engines (NAE) shall be connected to the ADX server located in the Juvenile Temporary Detention Center building.
  - d. The new NAE shall be programmed to discover up to three hundred (300) existing points selected by the County via the BACnet IP network on the existing BAS.
  - e. Points shall be monitoring only and shall be used for trending purposes only.
  - f. Software programming will be done to create trend data for the points.

### **The following exceptions and clarifications apply to this ECM:**

- a. NORESCO has included mapping a total of 300 control points from the existing building Energy Management Control System to the new Johnson Controls network panel for monitoring and trending only.
- b. Note that the contract includes providing and installing up to 100 feet of conduit raceway from primary NAE panel to associated County-provided network communication port. County network cable and associated installation in new raceway shall be provided the County. Any work necessary to extend the communication lines further is the responsibility of the County.
- c. Any required upgrades to the ADX server located in the Juvenile Temporary Detention Center building or other post-installation software upgrades are not included.

### ***Equipment Manufacturers***

The new controls systems and components will be manufactured by Johnson Controls.

### **End of Scope of Work for ECM-12 Dunne Building Countywide Controls Integration**



### **ECM-13: Dunne Building End Device Repair and Controls Optimization**

This ECM includes repair or replacement of select non-functional end devices associated with AHU S-6 & S-12. After facility inspection and staff interviews, several items to be corrected were identified and are listed in the scope below.

This measure includes the installation of new water meters, tied to the building automation system at the Dunne Building.

#### ***Scope of Work***

1. Demolition/Removal
  - a. Disconnect existing motors for AHU S-6 and S-12 Supply Fan Motor Remount. Motors to be reused.
2. New Work
  - a. Measure pre- and post-airflows at fan discharge by certified NEBB contractor and provide associated report.
  - b. Design and install a new support system for supply fan motor so that the motor is re-supported properly to the AHU, eliminating excess vibration issues caused by current AHU mounting.
  - c. Realign motor.
  - d. Domestic Water Metering
    - i. Furnish two (2) total building domestic water meters and a display panel. The meters shall be wired to the BTU panel that has a MS/TP connection for EMS data collection. One meter will be installed on the 6" branch of the water service and one meter will be installed on the 8" branch of the water service.
    - ii. Provide programming required to create a monthly report to display total monthly consumption.

#### **The following exceptions and clarifications apply to the End Device Repair and Controls Optimization Project:**

- a. NORESO requires access to the existing building front-end and the server, housed at the Juvenile Temporary Detention Center (JTDC) East.
- b. Other non-functional end devices may be identified during the construction phase. These end devices are not included in this ECM, would be eligible for repair/replacement using the end device repair fund.

### ***Equipment Manufacturers***

Water meters will be manufactured by Onicon, VFDs will be manufactured by ABB, other controls system components will be manufactured by Johnson Controls or NORESKO approved equals.

### **End of Scope of Work for the ECM-13 Dunne Building End Device Repair and Controls Optimization**

## **ECM 14: Dunne Building Lighting Upgrades**

A comprehensive room-by-room detailed scope of work is located in Section IX (Appendices): Appendix C – Lighting Audit of the Investment Grade Energy Audit dated December 1, 2014. Fixture specification sheets are located in Appendix G of the Investment Grade Energy Audit dated December 1, 2014. The following is a summary description of the retrofits by facility.

### ***Scope of Work***

1. Retrofit the fluorescent 2'x4' recessed troffers containing three F32T8 lamps with reflector kits and two F32T8/25w lamps and program start electronic ballast.
2. Retrofit other fluorescent fixtures containing F32T8 lamps one-for-one with F32T8/25w lamps and program start electronic ballasts.
3. Retrofit the fluorescent 2'x2' fixtures containing two 32 watt U-bent lamps with reflector kits and two or three F17T8/15w lamps and program start electronic ballasts.
4. Retrofit the fluorescent fixtures containing three-foot, 25 watt T8 lamps with F25T8/21w lamps and program start electronic ballasts.
5. Retrofit the fluorescent fixtures containing two-foot, 17 watt T8 lamps with F17T8/15w lamps and program start electronic ballasts.
6. Retrofit the recessed can fixtures containing two 26 watt compact fluorescent lamps located on the 35th floor with 27 watt LED retrofit kits.

### **The following exceptions and clarifications apply to this ECM:**

1. The fluorescent wall-mounted upright fixtures will not be upgraded, as the Facilities staff indicated that they are being removed.
2. Existing fixtures with low wattage compact fluorescent lamps will not be upgraded.
3. NORESO has assumed working four 10-hour days, Monday through Thursday, 4:30 p.m. until 2:30 a.m. for implementation of lighting upgrade measures in occupied spaces to minimize disruption to occupants.
4. Occupancy sensor layout was determined for the purpose of determining costing and savings and is not intended to be a final design. During construction, the final layout of the occupancy sensors will be reviewed and approved with the users.
5. NORESO is not addressing any cloth wire or replacing any wire or conduit as part of the lighting work. Work as proposed only includes retrofits at the fixture.
6. The cost of replacing lenses or louvers has not been included in the project.
7. NORESO will provide 2% attic stock for LED lamps and 5% attic stock for fluorescent lamps.
8. Lighting measures will be retrofits, not new fixtures. New plenum rated fixtures will not be provided.

9. Relocation of furniture or other items will be the responsibility of the County.
10. No elevator/elevator cars lighting retrofits are proposed.
11. Existing lenses shall not be replaced unless specifically noted even if they are damaged.
12. Any areas not listed in the Room-by-Room detailed scope of work in Appendix C of the Investment Grade Energy Audit dated December 1, 2014 are not included as part of the project.
13. Hazardous material abatement and removal is excluded from the scope of work.
14. Existing non-code compliant electrical wiring, electrical services or grounding are not included in the scope of work.

***Equipment Manufacturers***

Equipment to be provided by Remphos, Sylvania, Philips or NORESKO approved equal.

**End of Scope of Work for ECM-14 Dunne Building Lighting Retrofit**

## **ECM-15: Dunne Building Plumbing System Upgrades**

A detailed scope of work is located in Section IX (Appendices): Appendix D – Water Audit of the Investment Grade Energy Audit dated December 1, 2014. Fixture specification sheets are located in Appendix G of the Investment Grade Energy Audit dated December 1, 2014. The following is a summary description of the retrofits by facility.

### ***Scope of Work***

Existing domestic plumbing fixtures will be upgraded with the latest high efficiency toilets and urinals. These fixtures receive usage from staff and visitors, and are responsible for a significant portion of the water consumption at the facility. Sensor operated flush valves will be installed where that type is currently used, and hand actuated valves will be used to replace existing hand actuated valves. The lavatory faucets will not be upgraded per the County's direction.

Once-through cooling units in the basement of the Dunne Building will be replaced and connected to the existing condenser water loop.

The proposed scope of work does not include any upgrades required for ADA compliance.

1. Toilet Upgrades
  - a. Replace flush valve toilets with new porcelain bowls and piston flush valves designed to operate at 1.28 gpf.
  - b. Replace tank toilets with new pressure-assist tank toilets designed to operate at 1.1 gpf.
2. Urinal Upgrades
  - a. Urinals with automatic gang type flushing controlled by door switch
    - i. Remove existing door switch controlled diaphragm flush valve.
    - ii. Install new main ball valve.
    - iii. Install new pressure reducing valve.
    - iv. Remove existing urinal.
    - v. Cut access hole in wall above urinal for new flush valve.
    - vi. Pipe in new flush valve in wall chase.
    - vii. Install new large footprint pint flush urinal.
    - viii. Connect new flush valve to new urinal.
    - ix. Install stainless steel cover plate that houses new remote sensor and covers access hole in wall. No other patching or painting to be required or included.
  - b. Replace urinals with new high-efficiency urinal systems including new porcelain and dedicated piston flush valves designed to operating at 0.125 gpf.
3. Eliminate Once-Through Cooling

1. Mechanical:
  - a. Disconnect and remove existing once-through piping
  - b. Remove and dispose of existing once-through equipment serving the Barber Shop.
  - c. Install new piping off of existing taps in the condenser water loop, located in the hallway of the lower level. Piping will be for:
    - d. Docutech Unit
    - e. Barber Shop Unit
    - f. 2 Conference Room Units
    - g. Install new water-cooled equipment of the same capacity as the existing equipment
    - h. Barber Shop Unit
    - i. Provide connections and insulation for complete installation
2. Electrical:
  - a. Re-use existing wiring
3. Controls:
  - a. Install controllers necessary to support the integration of the new equipment into the existing EMS.
  - b. Install new low-voltage control wiring to connect new sensors to the EMS.
  - c. Provide controls commissioning and startup support.

**The following exceptions and clarifications apply to this ECM:**

- a. NORESKO has included the costs for providing standard elongated toilets, not bariatric toilets.
- b. NORESKO has assumed that domestic water pressure to the plumbing fixtures will remain at or below code required levels of 80 psi. NORESKO will not perform work on fixtures where water is delivered to the fixture at pressures greater than 80 psi.
- c. NORESKO has not included any costs or work required to renovate the washroom facilities to meet current Illinois Accessibility Code should the authority having jurisdiction require such.
- d. NORESKO will perform any asbestos abatement required in affected toilet rooms using the \$250,000 not to exceed abatement allowance. Any abatement in excess of this allowance amount will be the responsibility of the County. This allowance is for the entire project, not only this ECM.
- e. This measure and the costs included assume that it will be coordinated with the existing planned project of renovating the ped-way, including the removal of the existing spline ceiling and replacing it with an accessible dropped ceiling. NORESKO's work will take place after the

removal of the existing spline ceiling. NORESKO has not included any cost for removal or installation on new ceiling.

- f. The County will provide and install three new cooling units to serve the Conference Room and Docutech areas as discussed during project development. NORESKO will provide one new 7.5-ton cooling unit in the Barber Shop and piping from the existing condenser water taps to the proposed locations in the Conference Room and Docutech. The County will be responsible for making final connections to the Conference Room and Docutech units.
- g. NORESKO assumes that the once through cooling unit in the 34th floor NE Conference Room is abandoned and no scope will be included for this unit.

### ***Equipment Manufacturers***

The plumbing equipment manufacturers will be Sloan and Mansfield for porcelain fixtures; Sloan and Zurn for flush valves; and Neoperl for faucet aerators; or NORESKO approved equals.

### **End of Scope of Work for ECM-15 County Building Plumbing System Upgrades**

## ECM-17: Dunne Building Steam System Insulation

### Scope of Work

- a. Add insulation to uninsulated piping in mechanical floors 36 and 37 identified in table C-7. Three boilers generate steam, providing heat to the building through a 16" steam riser that goes to the 37th Floor. The uninsulated condensate return piping is located in three locations:
  1. Condensate return piping in the building shaft is an 8" gravity fed pipe from the 36th floor to the basement level. Mechanical shaft with steam and condensate piping is located north of east stairwell.
  2. Condensate return piping on the 36th floor is from CV-7 (located on the 37th floor), is located at ceiling height, and varies in diameter from 4", 6", and 8" pipe as it heads toward the main condensate return piping in the building shaft. 40' of 4" piping + 4 elbows, 66' of 6" piping + 2 elbows, and 10' of 8" piping + 1 elbow
  3. Condensate return piping after the converter (CV-7), located on the 37th floor, until the piping penetrates the floor (to the 36th floor). 2 1/2" piping from the CV to the header. Estimated 20' with 4 elbows. 4" piping - header to floor penetration. Estimated 20' with 2 elbows.

Table C-6. Dunne Building Insulation Scope Location for Mechanical Piping

Location	Elev.	Length	Size	Fluid	Notes
Vertical Mechanical Chase	n/a	440'	8"	Condensate	
36th Floor Hallway	10'	40'	4"	Condensate	4 elbows
36th Floor Hallway	10'	66'	6"	Condensate	2 elbows
36th Floor Hallway	10'	10'	8"	Condensate	1 elbow
37th Floor Mechanical Room	10'	20'	2 1/2"	Condensate	4 elbows
37th Floor Mechanical Room	10'	20'	4"	Condensate	2 elbows

#### The following exceptions and clarifications apply to this ECM:

NORESCO assumes that there is no hazardous material in the mechanical shaft that would prohibit the scope of work from being implemented.

NORESCO has assumed that the mechanical shaft is a confined space.

#### Equipment Manufacturers

Equipment shall be by Owen Corning or NORESCO approved equal.

#### End of Scope of Work for ECM-17 Dunne Building Condensate Piping Insulation



## **ECM-18: Demand Controlled Ventilation**

### *Scope of Work*

This measure will implement a demand-controlled ventilation strategy in the lobby of the Dunne Building. Carbon dioxide (CO<sub>2</sub>) sensors will be located in the lobby and tenant (Citibank) return ducts and will continuously monitor CO<sub>2</sub> levels. When concentrations are relatively low (<1000ppm), the percentage of outside air flow to the space will be reduced.

- a. Install four (4) CO<sub>2</sub> sensors in the return ductwork of the lobby and tenant spaces.
- b. Install controllers necessary to support the integration of the new CO<sub>2</sub> sensors into the existing EMS.
- c. Install new low-voltage control wiring to connect new sensors to the EMS.
- d. Provide programming to properly control the outside air dampers via the EMS.

### **The following exceptions and clarifications apply to the Demand Controlled Ventilation ECM:**

1. NORESKO has assumed that demand controlled ventilation is acceptable to CitiBank, the County's current lobby area tenant.
2. Adequate access to the equipment, including moving furniture or other items in occupied areas to access return ductwork.
3. Access to building automation system to program demand controlled ventilation sequence.
4. The County will be responsible for annual calibration of CO<sub>2</sub> sensors to ensure proper continued operation.

### *Equipment Manufacturers*

Carbon dioxide sensors will be by Johnson Controls or NORESKO approved equal.

**End of Scope of Work for ECM-18 Dunne Building Demand Controlled Ventilation**

## **ECM-31: Energy Conservation Through Behavior Change®**

### ***Scope of Work***

A pre-program assessment guides the development of the custom-tailored Energy Conservation Through Behavior Change® (ECTBC) program toward addressing the issue of how and why to conserve, and initiates an effective step-by-step process toward achieving behavioral change while targeting the most meaningful energy wasting behaviors: allowing the message to remain simple and sustainable.

A post-program assessment and evaluation provides valuable feedback and recognition to occupants and the community, and guides subsequent program modifications to achieve maximum effectiveness and sustained change over time. Organizational sustainability is enhanced through the building retrofits and the changed energy consumption behaviors, fostering a culture of energy efficiency that maximizes utility and emission reductions across each facility's energy consumption, not just the ECMs included within the performance contract.

### **The following exceptions and clarifications apply to this ECM:**

1. NORESCO will require access to County employees to conduct surveys
2. The County will provide a recommended list of "Green Champions" to be sustainability leaders
3. A minimum of two hours of time from the Green Champions for training
4. The ability to post signs and sustainability information in the target buildings

### **Locations Affected**

- ▶ County Building
- ▶ Dunne Building
- ▶ Rolling Meadows Courthouse
- ▶ Skokie Courthouse
- ▶ Bridgeview Courthouse
- ▶ Markham Courthouse

**End of Scope of Work for ECM-31 Energy Conservation Through Behavior Change®**

## ECM-33: Demand Curtailment Services

### Scope of Work

NORESCO will partner with a qualified Curtailment Service Provider (CSP) to provide the necessary technical and administrative support to participate in PJM Demand Response programs and achieve commitments. The CSP will evaluate and provide the following curtailment related services:

- ▶ Capacity "Summer" Program
- ▶ Economic Program
- ▶ PLC Management
- ▶ PJM Energy Efficiency Credits
- ▶ Annual Peak Management
- ▶ Frequency Regulation
- ▶ Utility Demand Management

Curtailment services will be evaluated and provided at the facilities shown in Table C-8 for a two year period commencing upon the Notice to Proceed. It is agreed that Cook County will assume full responsibility for procuring curtailment services after this period.

Table C-8. Buildings to be evaluated and potentially enrolled in PJM curtailment programs

Building	Address
Cook County Building	100-140 N. Clark, Chicago IL
Dunne Building	69 W Washington Ave, Chicago IL
Provident Hospital	500 East 51st Street, Chicago IL, 60615
Cook County 2nd District Court	5600 Old Orchard, Skokie IL
Cook County 3rd District Court	2121 Euclid, Rolling Meadows
Cook County 4th District Court	1500 Maybrook Dr, Maywood IL
Cook County 5th District Court	10220 S. 76th Ave, Bridgeview IL
Cook County 6th District Court	16501 S. Kedzie, Markham
Central Plant	
CCAB	
CCB	2600 S. California Ave, Chicago IL
Division 5	
Division 9	
Division 11	

Building	Address
South Campus Building No. 01	
South Campus Building No. 02	
South Campus Building No. 03	
South Campus Building No. 04	
South Campus Building No. 05	
JTDC East	
JTDC West	1100 S. Hamilton Ave, Chicago IL
JTDC Parking Garage	
Boot Camp	
Division 1	
Division 2	
Division 3	
Division 4	2600 S. California Ave, Chicago IL
Division 6	
Division 7	
Division 10	
New Kitchen	

The CSP will receive all payments from the allocation of incentives (% of demand response revenues). The CSP will provide and finance all necessary technical services, equipment, training, monitoring and other systems from its share of the negotiated incentive. Participation in other ancillary programs such as the Frequency Regulation (FR) or Utility Demand Management (UDM) programs may require additional capital investments by Cook County. Where applicable, NORESKO will advise Cook County on the expected return on investment of any investment in technologies.

**The following exceptions and clarifications apply to this ECM:**

1. NORESKO is not a qualified CSP. NORESKO will partner with a qualified CSP to provide Curtailment Services.
2. NORESKO will not guarantee revenue from Curtailment Services. NORESKO will make a best effort to provide the necessary information to the selected CSP to develop a curtailment strategy.
3. NORESKO will provide up to 120-hours of labor to assist and advise Cook County in evaluating and implementing curtailment strategies.
4. Cook County is responsible for coordinating and implementing the curtailment strategy developed by the CSP during test and emergency events.

**End of Scope of Work for ECM-33 Demand Curtailment Services**

**D List of Subcontractors by Type of Service**

# EXHIBIT D

## List of Subcontractors by Type of Service

Final selection of Subcontractors to be utilized in this Guaranteed Energy Performance Contract shall be based on Cook County Approval from this list, or as otherwise submitted, and the Subcontractors ability to support the Project at the time of implementation.

Lighting	HVAC	EMS Controls	Professional Services	Electrical
All Tech Energy, Inc. 1000 E. State Parkway, Suite C Schaumburg, IL 60173 WBE	AMS Mechanical Systems, Inc. 140 E. Tower Drive Burr Ridge, IL 60527	Johnson Controls Inc. (JCI) 3007 Malmo Drive Arlington Heights, IL 60005	AMS Mechanical Systems, Inc. 140 E. Tower Drive Burr Ridge, IL 60527 ;	AMS Mechanical Systems, Inc. 140 E. Tower Drive Burr Ridge, IL 60527
Code Engineering 2021 Midwest Road, Suite 200 Oakbrook, IL 60523 MBE	EMCOR Services Team Mechanical 431 Lexington Dr. Buffalo Grove, IL 60089	Schneider Elec 311 S. Wacker Dr. #4550 Chicago, IL 60606	Comprehensive Construction Consulting, Inc. 300 Wells, Suite 1002 Chicago, IL 60606 MBE	Code Engineering 2021 Midwest Road, Suite 200 Oakbrook, IL 60523 MBE
	W.E. Bishop & Company 515 E. Thornhill Lane Palatine, IL 60074 MBE		Target Group, Inc. 330 South Wells, Suite 400 Chicago, IL 60605	PCS Power & Communication Services 279 E. Helen Road Palatine, IL 60067 MBE
	Ornelas Construction Company 12520 W. Horseshoe Drive New Lenox, IL 60451 MBE		Shelton Solutions 7643 South Indiana Chicago, IL 60619 MBE	Active Electrical Supply Company, DBA Fox Lighting 4240 W. Lawrence Ave. Chicago, IL 60630 WBE

Insulation	Cooling Tower Refurbishment	Asbestos Abatement	Plumbing	Plumbing Material	Mechanical Material
R.H.L. Insulation & Firestopping, Inc. 2224 Oak Leaf Street Joliet, IL 60436 WBE	Bullock, Logan & Associates, Inc. 169 Crossen Ave. Elk Grove Village, IL 60007	NES Incorporated 19015 Jodi Road Unit B Mokena, IL 60448 MBE	Werner-Nugent Plumbing, Inc. 14840 S. McKinely Posen, IL 60469	Every Bloomin Industrial Supply, Inc. 2514 W. Armitage Av. Chicago, IL 60647	Central States Manufacturing & Sales Corporation, DBA Argo Summit Supply Company 8008 W. 84 <sup>th</sup> Street, Justice, IL 60458
			Abbott Industries, Inc. 225 Williams Street Bensenville, IL 60106 WBE		



## **E Key Personnel**

## EXHIBIT E

### Key Personnel

The following is a list of the key NORESKO personnel assigned to the Cook County Package 1 (Corporate Buildings and Provident Hospital) Guaranteed Energy Performance Contract. The assigned personnel are subject to change based on the actual timing of the work. Should NORESKO need to replace one of the key individuals listed below, it will do so with an individual with similar experience and qualifications.

#### Project Development

- ▶ Jay Fleishman, Senior Project Developer
- ▶ Adam D'Ambrosio, Manager, Project Development and Engineering
- ▶ Robert Smith, Senior Account Executive

#### Engineering Analysis & Design

- ▶ Christine Walker, Manager, Energy Engineering
- ▶ Kevin Sheehan, Energy Engineer
- ▶ Michael Spielman, Sr. Energy Engineer (Lighting & Water)
- ▶ Nick Gagas, Manager, Design Engineering
- ▶ Luke Ricker, Design Engineer

#### Construction Management

- ▶ Ray Smudde, Senior Project Manager
- ▶ Scott Gehrke, Project Manager
- ▶ Keith Schallmo, Project Manager
- ▶ Pat Sise, Construction Manager

#### Measurement & Verification

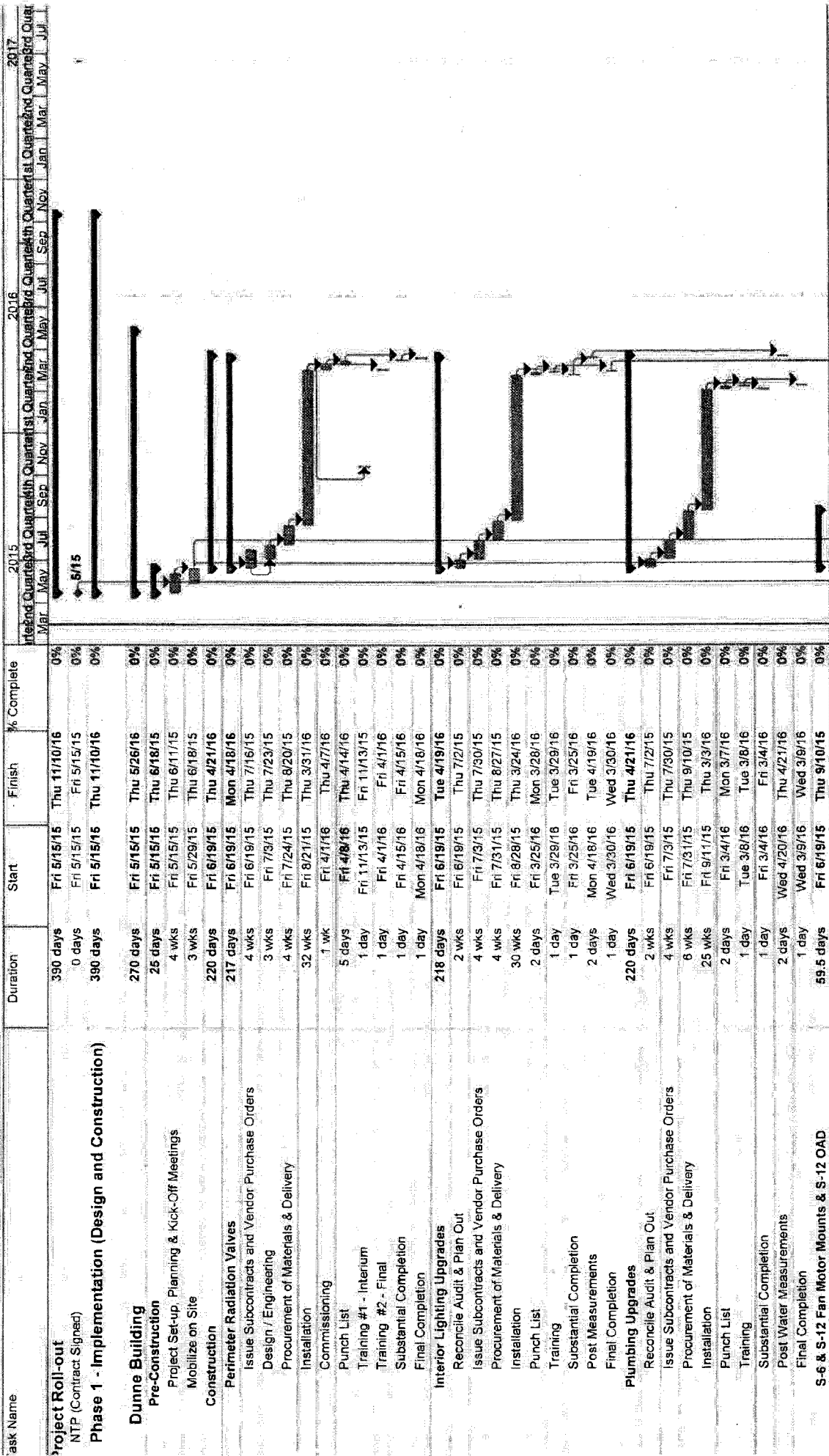
- ▶ Sean Tarasuk, Verification Engineer
- ▶ Alex Millard, Manager, Performance Engineering
- ▶ Wendy Scruton, Manager, Performance Engineering

#### Commissioning

- ▶ Carsten Fehr, Commissioning Agent
- ▶ Rodd Hirt, Commissioning Agent
- ▶ Pat Benefiel, Commissioning Agent
- ▶ Ben Pollard, Commissioning Manager

## **F Project Schedule**

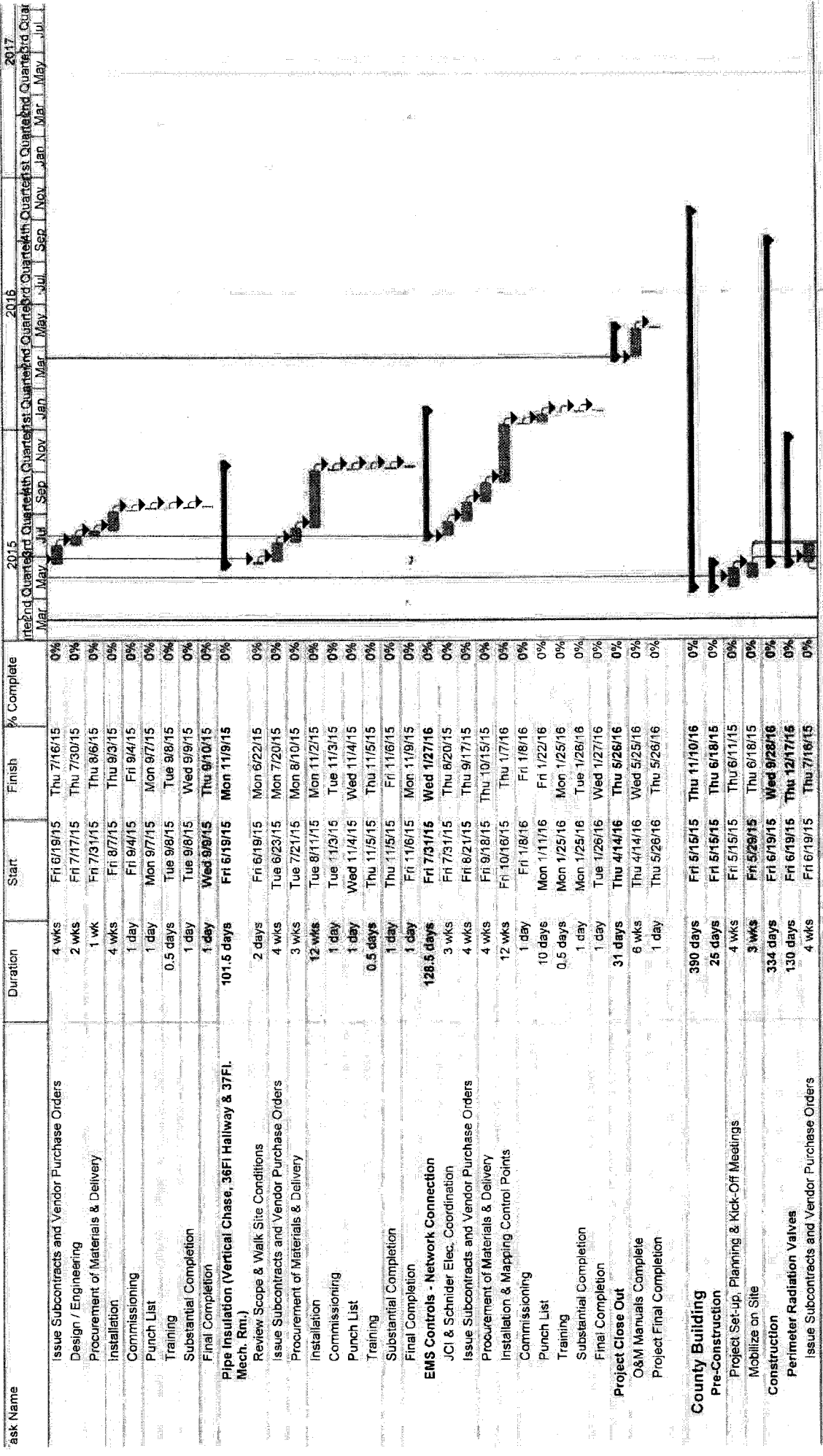
# Exhibit F - Cook County Package 1, Dunne and County Building Preliminary Project Schedule



**Legend:**

- Task
- Milestone
- Summary
- Rolled Up Task
- Rolled Up Milestone
- Rolled Up Progress
- Split
- External Task
- Project Summary
- External Milestone
- Inactive Task
- Inactive Milestone
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Inactive Summary
- Finish-only
- Progress
- Deadline

# Exhibit F - Cook County Package 1, Dunne and County Building Preliminary Project Schedule



Task

- Milestone
- Summary
- Rolled Up Task
- Rolled Up Milestone
- Rolled Up Progress

Split

- External Tasks
- Project Summary
- External Milestone
- Inactive Task
- Inactive Milestone

Inactive Summary

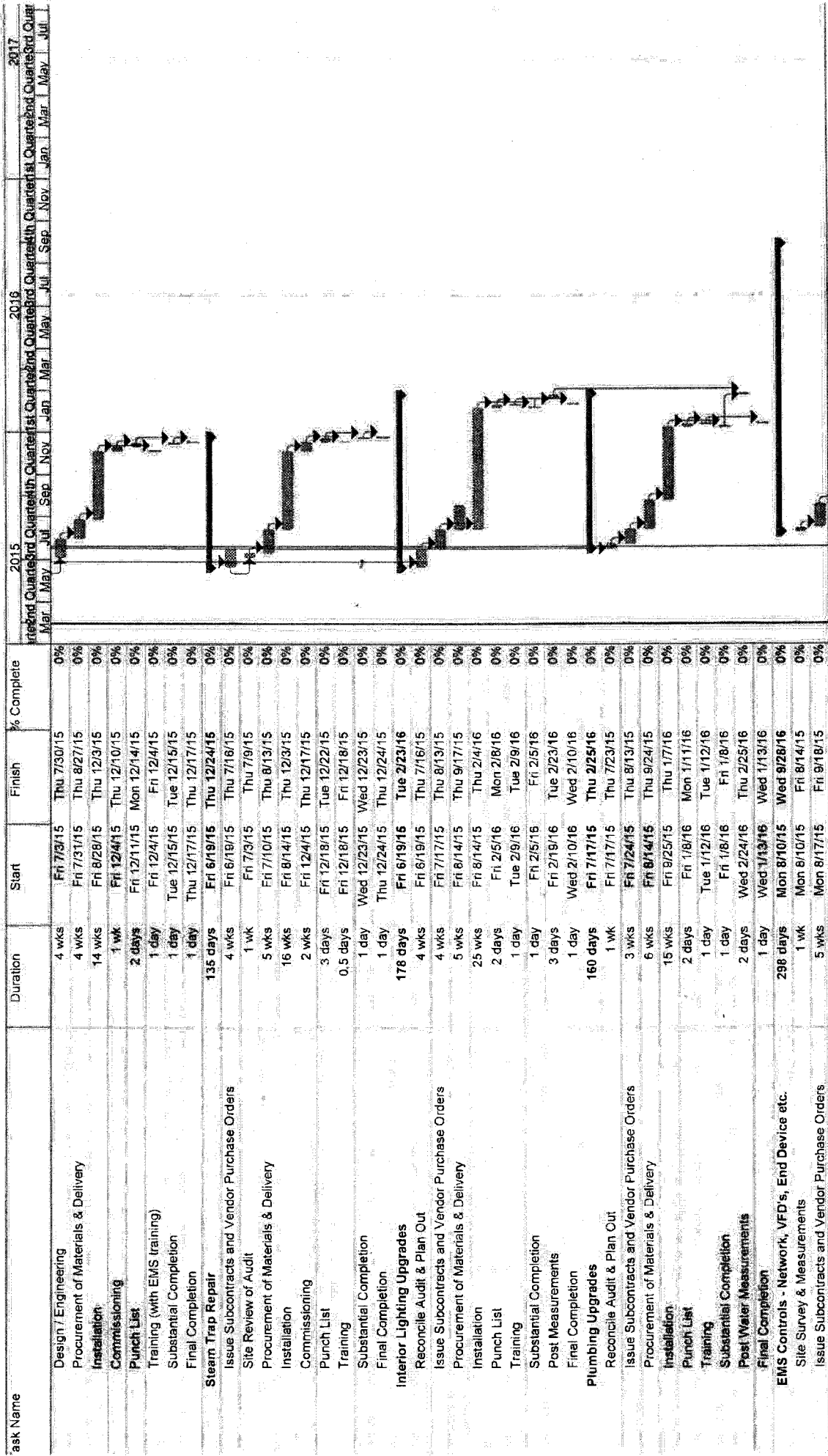
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only

Finish-only

- Progress
- Deadline

Page 2 of 4

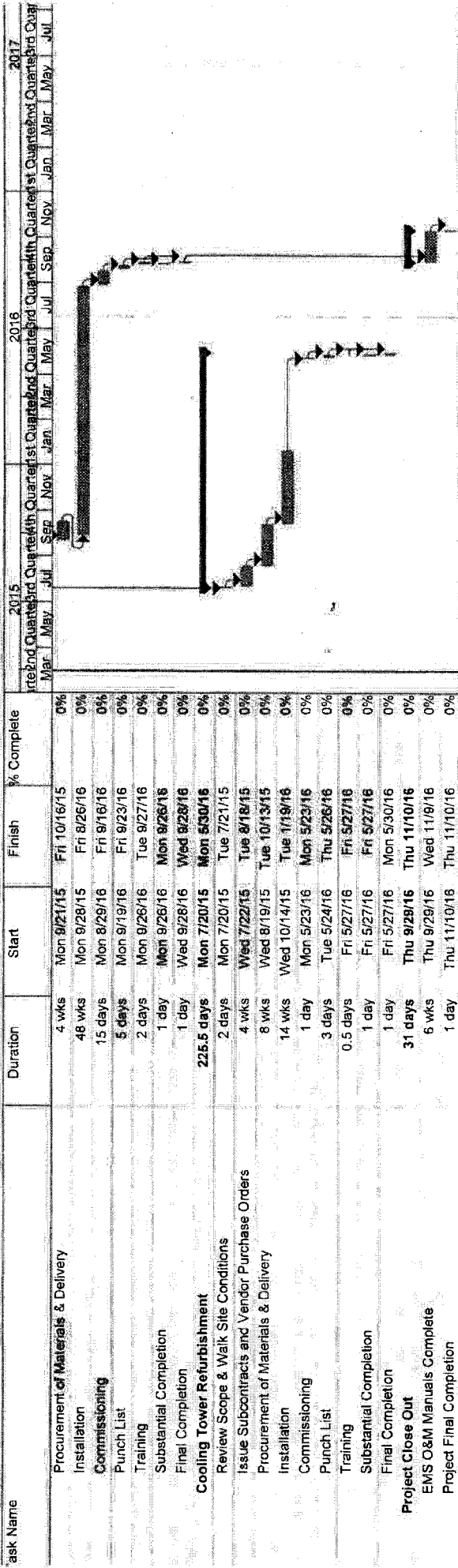
# Exhibit F - Cook County Package 1, Dunne and County Building Preliminary Project Schedule



Legend for Gantt Chart:

- Task: Solid black bar
- Milestone: Diamond symbol
- Summary: Dashed black bar
- Roll Up Task: Bar with diamond at end
- Roll Up Milestone: Diamond symbol
- Roll Up Progress: Bar with diamond at end
- Split: Bar with vertical line
- External Task: Bar with diamond at end
- Project Summary: Dashed black bar
- External Milestone: Diamond symbol
- Inactive Task: Bar with diagonal lines
- Inactive Milestone: Diamond symbol
- Inactive Summary: Dashed black bar
- Manual Task: Bar with diagonal lines
- Duration-only: Bar with diagonal lines
- Manual Summary Rollup: Bar with diagonal lines
- Manual Summary: Bar with diagonal lines
- Start-only: Bar with diagonal lines
- Finish-only: Bar with diagonal lines
- Progress: Bar with diagonal lines
- Deadline: Bar with diagonal lines

# Exhibit F - Cook County Package 1, Dunne and County Building Preliminary Project Schedule



Legend for Gantt Chart symbols:

- Task: Solid black bar
- Milestone: Diamond symbol
- Summary: Dashed line
- Roll Up Task: Solid black bar with diamond at end
- Roll Up Milestone: Diamond symbol with dashed line
- Roll Up Progress: Solid black bar with diamond at end
- Split: Dotted line
- External Tasks: Solid black bar with diamond at end
- Project Summary: Dashed line with diamond at end
- External Milestone: Diamond symbol with dashed line
- Inactive Task: Dotted line
- Inactive Milestone: Diamond symbol with dotted line
- Finish-only: Solid black bar with diamond at end
- Progress: Solid black bar with diamond at end
- Deadline: Solid black bar with diamond at end
- Inactive Summary: Dotted line with diamond at end
- Manual Task: Solid black bar with diamond at end
- Duration-only: Solid black bar with diamond at end
- Manual Summary Rollup: Solid black bar with diamond at end
- Manual Summary: Solid black bar with diamond at end
- Start-only: Solid black bar with diamond at end

## **G Savings Guarantee**



## EXHIBIT G

### **Savings Guarantee**

#### **1. Definitions**

When used in this Agreement, the following capitalized words shall have the meaning ascribed to them below:

"Anniversary Date" is defined as the annual anniversary of the Commencement Date.

"Baseline Usage" is the calculated energy usage of the Facilities prior to the implementation of the ECMs.

"Commencement Date" is defined as the first day of the first full month following Final Acceptance.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Exhibit C.

"Energy and Operational Costs" may include but are not limited to the cost of electricity, steam, and fuels to operate HVAC equipment, cogeneration systems, mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as well as the costs of operating and maintaining the Facilities.

"Expected Savings" is defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Facilities in the Post-Installation Report as a result of the ECMs provided by ESCO. They are based on as-built conditions and post-installation verification activities and are the avoided Energy and Operational Costs expected for the First Annual Guarantee Period.

"Facilities" is defined in Section 2 of this Agreement.

"Final Acceptance" means the issuance by the County of a Certificate after receipt of an application from the ESCO that the Project has been completed and all requirements for such completion have been met, including Punch List items.



"First Guarantee Period" is defined as the period beginning on the first (1st) day of the month following the date of execution of the Final Delivery and Acceptance Certificate upon Final Acceptance of Project by the County and ending on the day prior to the first (1st) twelve-month anniversary thereof.

"Guarantee Period of the Contract" shall commence on the first day (1st) day of the month following the Final Acceptance Date and shall terminate at the end of twenty (20) years from the Final Acceptance Date unless terminated earlier as provided for herein.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs guaranteed to the County in each Annual Guarantee Period.

"Guaranteed Savings Reconciliation Report" is defined as the process and report for determining the Verified Savings in each Annual Guarantee Period and reconciling it to the Annual Guaranteed Savings in the same Annual Guarantee Period.

"IPMVP" shall mean the 2012 International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects. The IPMVP guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined in Section 2 of this Contract. The M&V Plan is detailed in Exhibit H of this Agreement.

"Operational and Maintenance Savings" (O&M Savings) shall include cost savings related to operating and maintaining the Facilities, such as, but not limited to, savings associated with the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment as defined for each ECM.

"Post-Installation Report" is defined as the process and report for determining the Expected Savings for the First Annual Guarantee Period.



"Proposed Savings" is defined as the summation of avoided Energy and Operational Costs as estimated in the Contract prior to project implementation and determined from metering and/or calculations performed in accordance with the provisions of the Measurement & Verification Plan as a result of the ECMs provided by ESCO.

"Savings During Construction" is defined as the cost savings that result from the implementation of one or more ECMs and are realized by the County prior to Final Acceptance.

"Verified Savings" is defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Facilities in each Annual Guarantee Period as a result of the ECMs provided by ESCO.

**2. Term and Termination**

2.1 Guarantee Period of the Contract. This Guarantee Period is set forth in Section 3A of the Contract.

2.2 Guarantee Termination. Should this Agreement be terminated (including, as applicable, the Maintenance or Measurement & Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Annual Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy and Operational Costs, and the Savings Guaranty for all subsequent Annual Guarantee Periods shall be null and void.

**3. Savings Guarantee**

3.1 Guaranteed Savings: The guaranteed energy savings for each Annual Guarantee Period are set forth in **Table 1: Guaranteed Energy Savings Overview for each Annual Guarantee Period**.

**Table 1: Guaranteed Energy Savings Overview for each Annual Guarantee Period**

Performance Guarantee Year	Guaranteed Energy and Demand					Operation and Maintenance Savings	Utility Savings	Guaranteed Annual Savings Amount
	Annual Demand (kW)	Electricity (kWh)	Natural Gas (therms)	Steam (klbs)	Water/ Sewer (kgal)			
1						\$41,518	\$764,277	\$805,796
2						\$42,557	\$780,725	\$823,282
3						\$43,621	\$797,561	\$841,182
4						\$44,711	\$814,794	\$859,505
5						\$45,829	\$832,434	\$878,263
6						\$46,975	\$850,497	\$897,472
7						\$48,149	\$868,990	\$917,139
8						\$49,353	\$887,927	\$937,280
9						\$50,587	\$907,322	\$957,909
10	9,791	6,132,491	58,436	17,777	4,746	\$51,852	\$927,185	\$979,037
11						\$53,148	\$947,532	\$1,000,680
12						\$54,477	\$968,377	\$1,022,854
13						\$55,838	\$989,732	\$1,045,570
14						\$57,234	\$1,011,614	\$1,068,848
15						\$58,665	\$1,034,038	\$1,092,703
16						\$60,132	\$1,057,021	\$1,117,153
17						\$61,635	\$1,080,577	\$1,142,212
18						\$63,176	\$1,104,726	\$1,167,902
19						\$64,755	\$1,129,485	\$1,194,240
20						\$66,374	\$1,154,872	\$1,221,246
<b>Total</b>						<b>\$1,060,587</b>	<b>\$18,909,686</b>	<b>\$19,970,273</b>

The Operations and Maintenance (O&M) Savings identified in Table 2 below are the result of reduced cost in the purchase of replacement lighting materials and are stipulated as being achieved for the Term of the agreement and are subject to annual escalation.

**Table 2 - Operational and Maintenance Savings by ECM**

O&M Savings by ECM	
ECM 6 - County Building Lighting Upgrades	\$ 22,269
ECM 14 - Durine Building Lighting Upgrades	\$ 19,250
<b>Total Year 1 O&amp;M Savings</b>	<b>\$ 41,519</b>

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of ESCO's efforts that result in no additional costs to County beyond the costs identified in this Agreement, including demand response revenue, will be included in the Guarantee Savings Reconciliation Report for the applicable Annual Guarantee Period (s).

3.1.2 Verified Savings. The summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan in each Annual Guarantee Period as a result of the ECMs provided by ESCO.

3.1.3 Savings Shortfalls. In the event that the Verified Savings in any Annual Guarantee Period is less than the Annual Guaranteed Savings required for that Guarantee Period ("Savings Shortfall"), ESCO shall, upon receipt of written demand from County, compensate County the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) calendar days ("Savings Guarantee Payment"). Resulting compensation shall be ESCO's sole liability for any Savings Shortfall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. The Guaranteed Savings Reconciliation Report shall be produced and delivered within 90 days after the Anniversary Date annually for the length of the M&V contract.

3.2.1 Post Installation Report (PIR). The PIR will be completed and delivered within 60 days of the Commencement Date for the project.

3.2.2 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Annual Guarantee Period, The County will have 45 days to review the Guarantee Savings Reconciliation Report and provide written notice to ESCO of non-acceptance of the Guarantee Savings Reconciliation Report for that Guarantee Year. Failure to provide written notice within 60 days of the receipt of the Guarantee Savings Reconciliation Report shall constitute the deemed acceptance of the Report and its findings by The County.

3.2.3 Guarantee Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(-ies), operating parameters, formulas, and constants as described in Exhibit H and/or defined in the Measurement & Verification Plan and/or additional methodologies defined by ESCO that may be negotiated with County at any time. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of ESCO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in County operating schedules and usage patterns,

changes in County loads due to addition or reductions in energy and water consuming devices, changes in building occupancy rates, changes in weather, impacts due to the operations of ECMs, impacts due to the maintenance of ECMs maintained by County, and additions to and/or reduction in facility space usage. For the purposes of calculating any shortfalls or excesses of Verified Savings versus Guaranteed Savings, the Measurement & Verification Plan in Exhibit H will be utilized.

3.2.4 Activities and Events Adversely Impacting Savings. County must promptly notify ESCO of any activities known to County, which adversely impacts ESCO's ability to realize the Guaranteed Savings and, subject to review and adjustment pursuant to Section 3.2.5, ESCO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond ESCO's reasonable control.

3.2.5 Guarantee Adjustment. ESCO's Guaranteed Savings obligations under this Agreement are contingent upon: (1) County following the operations and maintenance requirements for the ECMs in accordance with the Agreement; (2) no material alterations or additions being made by the County or its contractors or agents (not under the control of the ESCO) without prior notice and written agreement of the Parties; (3) County sending all current utility bills to ESCO within two (2) weeks after receipt; and (4) ESCO'S ability to render services not being impaired by unforeseeable circumstances beyond its control. To the extent that the County defaults or fails to perform fully any of its obligations under this Agreement, ESCO may, in its sole discretion, adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless ESCO has first provided the County with specific documentation of the proposed adjustments to the Guaranteed Savings and the County has had the opportunity to review the proposed adjustments with an experienced M & V expert, whom the County shall hire at its sole expense, and to discuss those adjustments with the ESCO and with written notice of County's default(s) or failure(s) to perform and County has failed to cure its default(s) and failure(s) to perform within thirty (30) days after receipt of such notice.

3.2.6 Performance Deficiencies. ESCO shall have the right to rectify performance deficiencies, which may be identified by measurements taken over the term of the contract, at its own expense, and to adjust Verified Savings accordingly.

3.2.8 ECM Monitoring. The County acknowledges and consents to ESCO's right to monitor ECM Savings and energy management performance by conducting on-site measurements, including but not limited to, reading meters, installing and observing on-site monitoring equipment, and on-site monitoring of the Building Automation System. ESCO shall not institute any measures that unreasonably interfere with the business of The County conducted at the Premises.

### 3.2.9 Energy Rates

The energy rates are shown below in Table 3: Baseline Energy Rates. These energy rates will be escalated throughout the term of the agreement per Table 4: Escalation Rates.

**Table 3: Baseline Energy Rates**

Utility:	Demand	Electricity	Nat. Gas	Steam	Water	Sewer
Savings Units:	Annual kW	kWh	Therm	MLbs	KGal	KGal
Building	\$/kW	\$/kWh	\$/Therm	\$/MLb	\$/KGal	\$/KGal
County Building	\$5,960	\$0.052		\$15,000	\$3,310	\$3,180

**Table 4: Escalation Rates**

Description	Year 1 % Escalation	% Annual Escalation thereafter
Electricity	5.6%	2.0%
Steam	5.6%	2.0%
Operation and Maintenance Cost Savings	7.0%	2.5%

The year 1 escalation rates are based on the...  
 between (A) and (B) for the first year...  
 will be of the first year...  
 will be equal to...  
 will be equal to...  
 will be equal to...

## 4. Measurement & Verification Plan

4.1 Measurement and Verification. ESCO and the County agree that the Verified Savings will be determined using the following Measurement and Verification Plan (M&V Plan). Through this plan, the Guaranteed Annual Savings generated by the ECMs installed in the Facilities will be verified using the methods defined in the M & V Plan constituting Exhibit H.

Measurement & Verification Plan: ESCO and the County agree that the Verified Savings by ECM will be determined using the Measurement & Verification Plan protocols further described in Exhibit H. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on the version 2012 of the IPMVP Measurement and Verification Guidelines. The objective of the plan is to quantify the verified electrical and fossil fuel savings and compare those to the specific Baseline Usage for each Facility, the difference of which is the Verified Savings.

During the term of the Agreement, ESCO may make adjustments to energy savings due to changes in building occupancy, weather data, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost will be used as a basis for determining the unit cost,

with floor prices and escalation rates set by baseline rate information and rate escalation information, presented in Table 3: Baseline Energy Rates and Table 4: Escalation Rate.

4.2 M&V Descriptions: Detailed Measurement and Verification descriptions are included in Exhibit H - Measurement & Verification Plan.

## **5. Savings During Construction**

ESCO is guaranteeing \$637,768 of Savings During Construction (SDC) which will accrue to the benefit of the County during the construction period. The savings will be comprised of \$607,442 of energy and demand savings and \$30,326 of stipulated O&M savings. The County will utilize the accrued guaranteed SDC to make a finance payment to the finance company at the end of the construction period. We have structured the guaranteed SDC such that it is expected to be greater than or equal to the payment obligation during the construction period. The ESCO will utilize the same Measurement & Verification protocols for each ECM described in detail in Exhibit H along with the installation date of the ECM, or portion of the ECM, in order to calculate the verified SDC.

Verified construction period savings will begin accumulating upon installation of an ECM or portion of ECM that is functional and capable of achieving savings. Punch-list items that do not affect energy performance will not be considered when determining the verified construction period savings. Savings During Construction is based upon the proposed construction schedule. If the construction schedule is delayed due to customer actions, any negative impacts will be determined and adjusted accordingly.

## **6. Additional Savings**

In the event that the Verified Savings exceeds the Guaranteed Savings in any Annual Guarantee Period, the excess savings shall belong and accrue to the County and shall not reduce the ESCO's liability for achieving the Project Savings Amount in any other Annual Guarantee Period.



## **7. Project Modifications to Reduce Performance Guarantee Payment Obligations**

The mutual goal of the Parties is to maximize the Verified Savings. Therefore, the ESCO will have the right at all times during the Guarantee Term, subject to the County's written approval, to modify the scope of the Project, to modify or replace any of the ECMs or install additional ECMs and to revise any procedures for the operation of the ECMs or implement other procedures at the Facilities provided that: (i) such actions by the ESCO do not result in modifying the standards of comfort and service set forth in Exhibit T without the express written approval of the County; (ii) such actions do not detrimentally materially impact Work Site operations or use and occupancy of the Facilities; (iii) such actions are necessary to enable the ESCO to achieve the Guaranteed Savings; and (iv) any costs incurred relative to such modifications, additions or replacements of the ECMs, or operational changes or new procedures or additional maintenance necessitated by the ECMs, shall be the sole responsibility of the ESCO. All modifications, additions or replacements of the ECMs or revisions to operating or other procedures will be described in a supplemental schedule(s) to be provided to the County for approval, which will not be unreasonably withheld or delayed, and incorporated into this Contract through a Change Order, and the work related to such modifications, additions, or replacements shall be carried out in accordance with all of the terms and provisions of the Contract applicable to the performance of Work. Any replacement ECM shall have equal or better potential to reduce energy consumption at the Building than the ECM being replaced. As part of any Project scope modifications, the ESCO shall update any and all software during the implementation necessary for the operation of the ECMs. All replacements of and alterations or additions to the ECMs shall become part of the ECMs described in Exhibit B and shall become the property of the County.

## **8. Disputes Regarding Energy Performance Calculations**

Any disputes concerning the calculation of the Prior Year Calculations, Causes for Adjustment, or other energy or consumption calculations described in Exhibit H shall be resolved as follows:

1. First, the Parties will use good faith efforts to resolve such dispute within twenty (20) days of written notification from the other Party of the dispute.
2. If the Parties are unable to resolve the matter within a twenty (20) day period, the dispute shall be submitted to an Engineer Neutral which must be approved by both parties in writing. The determination of the Engineer Neutral will be final and binding upon both the County and the ESCO. ESCO and the County will each be responsible for half of the fees of the Engineer Neutral.

The disputed calculation shall not take effect until there is a final adjudication or resolution of the dispute.

**H Measurement and Verification  
Plan**

# EXHIBIT H

## **Measurement and Verification Plan**

NORESCO and the County agree that the Verified Savings will be determined using the following Measurement and Verification Plan. Through this plan, the Guaranteed Savings generated by the Energy Conservation Measures (ECMs) installed in the Facilities will be verified. The measurement and verification (M&V) methodologies proposed for these ECMs are based on the 2012 version of the International Performance Measurement and Verification Protocol. Additional details about the M&V approach for specific ECMs can be found in the IGA dated 12/1/2014.

### **1. Definitions**

When used in this Schedule, the capitalized words shall have the meaning ascribed to them as defined in Exhibit G.

### **2. Measurement and Verification Plan**

The objective of the following M&V Plan is to cost-effectively quantify the actual electrical, natural gas, water and sewer usage and compare those to the specific baselines established for each ECM, the difference of which is the verified energy savings.

- ▶ Energy calculations are based on, but not limited to, the following variables:
- ▶ Engineering calculations
- ▶ Whole building modeling
- ▶ County-provided operation schedules
- ▶ Manufacturer's published data
- ▶ Field verification of proper equipment operation
- ▶ Field measurements and observations
- ▶ Energy Management System (EMS) trend data and plant logs
- ▶ Baseline utility data for electric and natural gas consumption

### **3. Reporting Schedule**

See reporting delivery dates in section 3 of Exhibit G.

The sections that follow contain the detailed ECM-specific M&V plan descriptions for each ECM.

## **4. Energy Conservation Measures**

### ***ECM-1: County Building - Perimeter Heat Valve Upgrade***

NORESCO will utilize IPMVP Option A for this ECM.

This measure includes converting the manual Danfoss valves on existing perimeter steam radiators on the third and ninth floors of the County Building to automatic thermostatic control valves and adding pneumatically controlled valves to the basement perimeter radiation system, which acts as an indirect snow melt system. New thermostatic control valves on the third and ninth floors will vary the flow of steam based on outside air temperature. The basement radiators will be controlled by outside air temperature.

#### **Savings Calculation Methodology**

In the baseline model, the peak heating load calculated by the County Building eQUEST model was scaled by 80% during the heating season. This was confirmed through data collected on the perimeter radiation design from the facility drawings; the capacity, size and count were documented.

The savings for this ECM was performed using a bin hour analysis in an Excel spreadsheet. The calculation assumes that the existing average heating valve position is 80% open. This assumption is based on field observations of actual manual valve positions and discussions with facility staff.

To calculate savings, the peak heating load was varied linearly from 100% open capacity at the design heating OA temperature (-10°F) to a minimum position of 30% open.

#### **Post-Installation Period M&V Activities**

A functional performance test will be completed and reviewed to ensure the retrofitted valves vary their position based on outside air temperature as proposed.

Results from the M&V activities will be used to confirm the savings model to determine the expected savings.

#### **Performance Period M&V Activities**

Annually a site inspection of a sample of valves will be completed to ensure they are functional and in good working condition, and interviews with facility staff to confirm setpoints remain as proposed.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

***ECM-2: County Building - County Wide Controls Integration***

This measure will provide the needed upgrades to integrate existing building automation system (BAS) points in to the common, County-wide front end by Johnson Controls (JCI). There are no savings associated with ECM-2. No M&V methodology is necessary.

### ECM-3: County Building - End-Device Repair and Controls Optimization

NORESCO will utilize IPMVP Option A for this ECM.

NORESCO proposes to repair or replace non-functional end devices. Part of the work that will be performed is inspecting the main AHUs for performance deficiencies caused by malfunctioning end-devices and control sequences such as damper operability, actuator position accuracy, duct and damper seals, etc. Additionally, the AHUs on floors basement through 11th, with the exception of the 4th floor, will be scheduled to operate only during business hours: 4:00 AM until 10:00 PM Monday through Friday. Units will be off outside business hours and off on the weekends.

The scope for this ECM also includes adding VFDs to the supply fan motors. The two basement units, 2-1, 6-1, and both 10th and 11th floor units will have the inlet guide vanes removed and VFDs added. Savings are only associated with VFD installations where inlet guide vanes are removed. The remaining VFDs will be provided for operational flexibility only. All new VFDs will be operated at a fixed speed.

#### Savings Calculation Methodology

Energy savings for this measure were calculated using the calibrated eQUEST model. Savings result from new, higher efficiency fan motors and scheduling units off during unoccupied hours.

The savings associated with the new fan motors were calculated by changing the fan efficiency parameter in the eQUEST model. This change best reflects the positive effect that installing a new fan motor will have on energy consumption. The baseline fan motor efficiency was assumed to be 85% which is indicative of an old motor at the end of its useful life. The new fan motors will have a NEMA Premium efficiency rating of 92%. The basic engineering equation that describes the energy savings is as follows:

$$E_{consumption} = \frac{P_{motor} k_{motor}}{\eta_{fan} \eta_{motor}} \times H$$

$E_{consumption}$  = Annual Energy consumption of motor, kWh

$P_{motor}$  = Rated motor power, kW

$K_{motor}$  = Load factor

$\eta_{fan}$  = Fan efficiency

$\eta_{motor}$  = Motor efficiency

H = Annual hours of operation, hours

Therefore, savings is calculated by estimating the baseline energy consumption associated with the fan motors with an efficiency  $\eta_1$ , and subtracting the post-installation energy fan motor consumption with an improved efficiency  $\eta_2$ . Note  $\eta_1 < \eta_2$ . The savings associated with scheduling the units off during unoccupied periods has many underlying principles. However, the majority of the savings reduction is associated with the avoided air conditioning (both heating and cooling) during the hours that the units are off. Fan and pumping energy will also be reduced during these times.

To calculate the savings from scheduling in the eQUEST model, a new fan schedule was assigned to the AHUs that turns the units off from 10pm to 4am Monday through Friday and all weekend.

#### **Post-Installation Period M&V Activities**

A reconciliation of devices repaired and control strategy revisions will be documented in the Post Installation Report. A functional performance test will be completed to confirm the new VFDs and scheduling changes have been installed and implemented as proposed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the savings model in order to determine the expected savings.

#### **Performance Period M&V Activities**

Annually, a site inspection of the installed VFDs and repaired devices will be completed and any deficiencies will be noted. Current operating schedules will be documented during site visit to confirm schedules remain as proposed.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM-6: County Building - Lighting Upgrades**

NORESCO will utilize IMPVP Option A for this ECM.

Existing linear fluorescent fixtures will be retrofit with integral driver LED tubes. Reflector kits will be installed to reduce the number of lamps and increase savings. Occupancy sensors will be installed in many open office areas throughout the building.

The M&V Plan assigns all audited luminaires to one of several lamp/ballast combination (LBC) groups based on the luminaires' specific lamp and ballast type and configuration. For each LBC group measured, a minimum of three luminaires were sampled. This sample size is based on confidence level of 90 percent and a precision of 10 percent, and assuming a coefficient of variation of 10 percent. The verified luminaire wattage was determined by using the average of the samples measured within each LBC group.

Upon completion of construction, NORESCO will measure the post-installation electrical demand of a representative sample of luminaires from a number of post-installation LBC groups that represent at least 90 percent of the connected post-installation kW load. The number of measurements will be based on the same statistical sampling criteria as the pre-installation sample. Since existing luminaires that have the same LBC may not be retrofitted with the same post-installation LBC, different luminaires may be selected for post-installation measurements.

Hours of operation for each building's fixtures were determined via staff interviews and data logger installation. Any variances in the number and/or equipment installed from the guaranteed scope of work will be noted in the Post-Installation Report generated by NORESCO. Verified savings will be calculated based on measured post-installation fixture wattages and the as-built quantities.

### **Savings Calculation Methodology**

To calculate the proposed direct lighting savings, fixtures have been grouped with others sharing the same baseline lamp and ballast combination (LBC), post-installation LBC, and hours of operation. For each group, energy savings during each time of use period are calculated. The quantities and fixture types used to establish the baseline are derived from a room-by-room audit and the fixture wattages are based upon measured wattages of a sample of fixtures. The baseline lighting measurements can be found in Section IX Appendices: Appendix B - M&V Measurements.

We calculated the contribution to proposed peak demand savings by applying a diversity factor to the gross connected load (kW). The operating schedule determines the demand diversity factor. For each group of fixtures in the ECM, we calculated the monthly proposed demand savings.



## Direct Lighting Savings

The formulae for calculating savings are summarized below.

### Electric Consumption

$$ES_{LIGHTING} = (P_{base} * N_{base} - P_{post} * N_{post}) * H_{base}$$

Where:

- $ES_{lighting}$  = Energy savings, in kWh, for the lighting retrofits.
- $P_{base}$  = Electrical power, in kW, per luminaire for appropriate baseline LBC group
- $P_{post}$  = Electrical power, in kW, per luminaire for appropriate post-installation LBC group
- $N_{base}$  = Number of luminaires in representative baseline LBC group
- $N_{post}$  = Number of luminaires in representative post-installation LBC group
- $H_{base}$  = Existing annual operating hours defined by luminaire's pre hours group

### Electric Demand

$$DS_{LIGHTING} = (P_{base} * N_{base} - P_{post} * N_{post}) * DF_{lighting}$$

Where:

- $DS_{lighting}$  = Monthly demand savings, in kW, for the lighting retrofits
- $P_{base}$  = Electrical power, in kW, per luminaire for appropriate baseline LBC group
- $P_{post}$  = Electrical power, in kW, per luminaire for appropriate post-installation LBC group
- $N_{base}$  = Number of luminaires in representative baseline LBC group
- $N_{post}$  = Number of luminaires in representative post-installation LBC group
- $DF_{lighting}$  = Hours group diversity factor; as a percentage

Energy and demand cost savings are determined by multiplying the proposed energy and demand savings for each applicable LBC by the approved incremental energy costs. The results of these calculations are summed for total electric demand (kW) and energy (kWh) savings.

### Lighting HVAC Interactions

The proposed lighting upgrade reduces the wattage and hours of operation for lighting, which in turn produces less heat in the lighted areas. Since cooling systems have less heat to remove, less air conditioning energy is required.

The actual heat contributed to the cooling load varies by luminaire type (recessed, surface-mounted, suspended, open, or enclosed), air return (open plenum or ducted return), and the amount of exhausted air. To represent various lighting and ventilation systems, NORESKO assumes that, in conditioned spaces, electrically produced mechanical cooling removes an average of 90 percent of light-generated heat. Luminaires in unconditioned spaces, such as outdoor areas, stairways,

mechanical rooms, and high-bay areas, have no effect on the mechanical cooling systems. Therefore, cooling savings calculations do not include these luminaires.

In heating season, the reduction in heat from the lighting upgrades results in the need for increased mechanical heating.

For each group of luminaires in conditioned spaces, NORESO calculated the HVAC cooling energy savings, HVAC cooling demand savings, and heating energy penalty during each time of use period as follows:

#### HVAC Cooling Energy and Demand Savings

$$ES_{HVAC} = \frac{(ES_{lighting} + ES_{controls}) * C_{energy} * (1 - \%_{BHO})}{C_{capacity}} * EFF * UTIL_{cooling}$$

Where:

- $ES_{HVAC}$  = Energy Savings, in kWh, for the HVAC interaction
- $ES_{lighting}$  = Energy savings, in kWh, for the lighting retrofits (from conditioned spaces only)
- $ES_{controls}$  = Energy savings, in kWh, for the lighting controls (from conditioned spaces only)
- $C_{energy}$  = Conversion factor = 3,413 Btu/kWh
- $\%_{BHO}$  = Percentage of the Building SQFT that is heating only
- $C_{capacity}$  = Conversion factor = 12,000 Btu/ton-hr, cooling capacity
- $EFF$  = Mechanical cooling efficiency, in kW/ton
- $UTIL_{cooling}$  = Cooling Utilization, a percent, is the regional cooling season length in fractions of a year multiplied by an ASHRAE 90% heating release

$$DS_{HVAC} = \frac{(DS_{lighting} + DS_{controls}) * C_{energy} * HC}{C_{capacity}} * EFF$$

Where:

- $DS_{HVAC}$  = Demand Savings, in kW, for the HVAC interaction
- $DS_{lighting}$  = Demand savings, in kW, for the lighting retrofits (from conditioned spaces only)
- $DS_{controls}$  = Demand savings, in kW, for the lighting controls installations (from conditioned spaces only)
- $C_{energy}$  = Conversion factor = 3,413 Btu/kWh
- $HC$  = Heat contribution of luminaires to conditioned spaces, stipulated at 75percent
- $C_{capacity}$  = Conversion factor = 12,000 Btu/ton-hr, cooling capacity
- $EFF$  = Mechanical cooling efficiency, in kW/ton

#### Heating Penalty Calculation

$$HP_{HVAC} = \frac{(ES_{lighting} + ES_{controls}) * C_{energy}}{C_{MMTBu} * EFF} * UTIL_{heating}$$

Where:

- $HP_{HVAC}$  = Heating penalty, in MMBtu, for the HVAC interaction
- $ES_{lighting}$  = Energy savings, in kWh, for the lighting retrofits (in conditioned spaces only)
- $ES_{controls}$  = Energy savings, in kWh, for the lighting controls installations (in conditioned spaces only)
- $C_{energy}$  = Conversion factor = 3,413 Btu/kWh
- $C_{MMBtu}$  = Conversion factor = 1,000,000 Btu/MMBtu
- $EFF$  = Mechanical heating efficiency, as a percentage
- $UTIL_{heating}$  = Heating Utilization, a percent, is the regional heating season length in fractions of a year multiplied by an ASHRAE usable light heat factor

**Post-Installation Period M&V Activities**

A review of the lighting as-built audit will be completed to confirm type and quantities of fixtures retrofitted. A statistically significant sample of fixtures will be measured to confirm post installation wattages. The equations described above will be used to calculate expected savings based on the as-built quantities and equipment.

**Performance Period M&V Activities**

Annually an inspection of a sample of fixtures and the replacement stock will be completed to ensure the proper replacement lamps are being installed when necessary.

No additional measurements will be performed. Verified energy savings will be based on baseline and one time post-installation activities and calculations described above.

***ECM-7: County Building - Cooling Tower Renovations***

The aging cooling tower is the last component of the chilled water plant that needs to be addressed. NORESCO included the repair and refurbishment of several components of the cooling towers to for this ECM. There are no savings associated with ECM-7. No M&V methodology is proposed.

## ***ECM-8: County Building - Steam Trap Refurbishment***

NORESCO will utilize IMPVP Option A for this ECM.

This ECM will improve the steam distribution system by replacing the internal components of 624 steam traps throughout the County Building. Additionally, 13 check valves will be replaced with atmospheric vacuum breakers. A dead leg of 30 feet of uninsulated steam pipe will be cut and capped and 215 linear feet of uninsulated pipe will be insulated. The M&V Plan is based on the detailed baseline survey completed during the Investment Grade Audit and commissioning of the newly refurbished steam traps to confirm that they operate as expected.

### **Savings Calculation Methodology**

The savings for steam trap portion of this ECM are based on the detailed audit of the steam traps completed as part of this project in August 2014, with calculations performed using a spreadsheet model, accounting for the pressure of the steam based on trap location. An estimate of the steam losses was assigned to those traps that were found to have failed open or are leaking.

Savings for this measure are achieved by refurbishing the 624 steam traps identified and replacing 13 check valves with atmospheric vacuum breakers. This will improve the overall steam system efficiency and improve temperature control.

The following formula was used to calculate the natural gas savings associated with the elimination of the losses associated with the faulty traps:

#### ***Model Baseline Assumptions***

- ▶ Audit of traps completed in August 2014
- ▶ County Building purchases steam from adjacent Daley Center; steam is available during week when the outside air temperature is below 60°F.
- ▶ Steam pressure, type of trap, and orifice diameter were all considered in savings calculations
- ▶ 30% of traps assumed to be failed; 15% failed closed, 15% failed open based on based on the Illinois Department of Commerce and Economic Opportunity (DCEO) guidelines for untested complete steam trap replacement programs was used as a savings baseline.
- ▶ Diameter and length of pipe to be insulated was documented, along with pressure and hours of steam available
- ▶ Ambient temperature was assumed to be 80°F, as pipe locations are in unconditioned mechanical spaces

### Changes to Model to Achieve Savings

Savings for this measure are achieved by refurbishing the 624 steam traps identified, and replacing 13 check valves with atmospheric vacuum breakers. This will improve the overall steam system efficiency, reducing natural gas consumption, and improving temperature control.

- ▶ 624 steam traps will be refurbished
- ▶ 13 atmospheric vacuum breakers will replace existing check valves
- ▶ 30 feet of uninsulated pipe on an obsolete steam line will be cut and capped
- ▶ 215 linear feet of uninsulated pipe will be insulated with 1" minimum of insulation

### Insulation Savings

Energy savings for the insulation portion of this ECM were calculated using a spreadsheet model, which included the size and length of pipe, the temperature of the ambient conditions (75°F for occupied spaces, 80°F for mechanical spaces), and the temperature of the fluid in the pipes.

The heat loss between the bare pipe and the surrounding ambient area is given as:

$$Q_{uninsulated} = Q_{radiation} + Q_{convection}$$

Note the absence of conductive heat loss, since the baseline assumes no insulation exists.

The radiation heat transfer is calculated using a second-order estimation method described by the equation:

$$Q_{radiation} = Q_{pipe-ambient} - Q_{ambient-pipe}$$

Where:

$$Q_{pipe-ambient} = \epsilon(0.0043925T_{pipe}^2 + 0.31653T_{pipe} + 89.863)$$

$\epsilon$  = emissivity of pipe, dimensionless

$T_{pipe}$  = Surface temperature of pipe, °F

And:

$$Q_{ambient-pipe} = \epsilon(0.0043925T_{ambient}^2 + 0.31653T_{ambient} + 89.863)$$

$T_{pipe}$  = Ambient temperature, °F

The convective heat transfer component is calculated using a correlation for natural convection as prescribed by ASHRAE Fundamentals 2013 4.20, Table 9:

$$Q_{convection} = hA\Delta T = 0.272 \left(\frac{\Delta T}{L}\right)^{1/4} A\Delta T$$

$h$  = Convection coefficient, Btu/hr-ft<sup>2</sup>-°F

$A$  = Outside surface area, ft<sup>2</sup>

$L$  = Length of pipe, ft

$\Delta T$  = Temperature differential between pipe surface and surrounding ambient conditions, °F

The post-insulated pipe heat loss rate was calculated using the heat transfer equation for conduction of a hollow cylinder:

$$Q_{insulated} = \frac{2\pi kL(T_{pipe} - T_{ambient})}{\ln\left(\frac{r_o}{r_i}\right)}$$

k = Conductivity of pipe insulation, Btu-hr/ft<sup>2</sup>/°F/in

L = Length of pipe, in

r<sub>o</sub> = Inside radius of pipe, in

r<sub>i</sub> = Outside radius of pipe (or r<sub>o</sub> + insulation thickness), in

The savings are then:

$$Q_{savings} = Q_{uninsulated} - Q_{insulated}$$

Refer to the savings calculation spreadsheets in Appendix A for additional information.

#### **Post-Installation Period M&V Activities**

Review as built information to confirm the quantity of steam traps repaired or replaced. Review insulation specifications to confirm insulation R-Value meets proposed value. Perform inspection of a sample of traps to ensure proper installation, and confirm insulation installed where proposed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the savings model in order to determine the expected savings.

#### **Performance Period M&V Activities**

Annually perform a site inspection to confirm that 33% of the traps are still in good condition and not leaking, and confirm insulation is still in good condition. This inspection will test a different third of the traps each year, so that all traps are tested over the period of 3 years. The cost for trap testing is included in Exhibit K, maintenance services. These cost include only trap testing, no trap repair or replacement.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## ECM-9: County Building - Plumbing System Upgrades

NORESCO will utilize IPMVP Option A for this ECM.

This ECM involves the replacement of existing fixtures with high efficiency, low flow plumbing fixtures. Savings for this ECM are calculated using the pre-installation and post-installation flow rates of each type of fixture that will be retrofitted, and the annual use profile.

### Savings Calculation Methodology

Baseline quantities, fixture types, and usage profiles were derived from facility interviews and NORESCO's experience with other similar facility types. Fixture volumes (GPF - gallons per flush) and flow rates (GPM - gallons per minute) were based upon baseline measurement results. The baseline water use for each fixture type is the average flow rate multiplied by the agreed upon use per person per day. The total baseline water consumption is the sum of the baseline water consumption for each type of fixture. The baseline measurement forms are attached in Section IX Appendices: Appendix B of the Investment Grade Audit.

The post-installation average flow rate for each type of fixture will be based on post installation measurements of a sample of fixtures. The results of these water use calculations are summed for total water (kgal) savings. Cost savings are determined by multiplying the total water savings by the approved incremental water and sewer costs.

The following calculations document the savings methodology by fixture type:

#### Toilet Retrofits and Controls

$$TWS = (Q_{base} * N * FPD_{base} * DPY) - (Q_{post} * N * FPD_{post} * DPY)$$

Where:

<i>TWS</i>	=	Water savings, in gal/yr, for the toilet retrofits.
<i>Q<sub>base</sub></i>	=	Average baseline flow rate, in gpf, per fixture
<i>Q<sub>post</sub></i>	=	Average post-installation flow rate, in gpf, per fixture
<i>N</i>	=	Number of people per occupant group
<i>FPD<sub>base</sub></i>	=	Flushes per day per occupant group (pre-retrofit)
<i>DPY</i>	=	Days per year per occupant group
<i>FPD<sub>post</sub></i>	=	Flushes per day per occupant group (post-retrofit)

#### Lavatory Retrofits

$$FWS = (Q_{base} - Q_{post}) * N * UPD * MPU * DPY$$

Where:

<i>FWS</i>	=	Water savings, in gal/yr, for the faucet retrofits.
<i>Q<sub>base</sub></i>	=	Average baseline flow rate, in gpm, per fixture
<i>Q<sub>post</sub></i>	=	Average post-installation flow rate, in gpm, per fixture
<i>N</i>	=	Number of people per occupant group
<i>UPD</i>	=	Uses per occupant group per day
<i>MPU</i>	=	Minutes per use per occupant group
<i>DPY</i>	=	Days per year per occupant group

#### Shower Retrofits and Controls



$$SWS = (Q_{base} - Q_{post}) * N * UPD * MPU * DPY$$

Where:

- SWS = Water savings, in gal/yr, for the showerhead retrofits.
- Q<sub>base</sub> = Average baseline flow rate, in gpm, per fixture
- Q<sub>post</sub> = Average post-installation flow rate, in gpm, per fixture
- N = Number of people per occupant group.
- UPD = Uses per occupant group per day
- MPU<sub>base</sub> = Minutes per use in pre-retrofit case per occupant group
- DPY = Days per year per occupant group
- MPU<sub>post</sub> = Minutes per use in post-retrofit case per occupant group

The incremental cost to heat water for lavatory use was also included in the cost savings. The incremental cost of heat is based on typical changes in temperatures (dT), the water heaters' energy source, and standard domestic hot water heater efficiencies. The following equation was used to calculate energy savings:

#### Water Heating Energy Savings

$$ES = \frac{FWS \text{ (or } SWS) * \Delta T * D * HC * C}{EFF}$$

Where:

- ES = Energy savings, MBtu/yr, for domestic hot water systems
- FWS = Annual faucet water savings, in gal/yr
- SWS = Annual shower water savings, in gal/yr
- dT = Temperature difference, in °F,
- D = Density of water - 8.34 lb/gal
- HC = Heat capacity - 1 Btu/lb°F
- C = Conversion - 1 MBtu/1,000,000 Btu
- EFF = Water heater efficiency, as a percentage

#### Post-Installation Period M&V Activities

Review as-built audit to confirm installed quantities and types of fixtures meet proposed types and quantities. Sample measurements are to be taken at a statistically significant number of fixtures to confirm post water flows meet specified flows.

Post-installation energy consumption will be based on the baseline use profiles, the equations set forth above, and the measured water flow rates.

#### Performance Period M&V Activities

Perform annual inspection to confirm fixtures are in good condition and operate as intended.

No additional measurements will be performed. Verified Savings will be based on baseline and one time post-installation activities and calculations described above.

#### ECM-11: Dunne Building - Perimeter Heat Valve Upgrade

NORESCO will utilize IPMVP Option A for this ECM

The existing control mechanism on the perimeter induction unit includes a thermostat that is located inside the unit, directly adjacent to the cooling and heating coil. This configuration causes the perimeter units to overheat office spaces. Facility staff indicated that in order to combat this issue the outside air (OA) dampers are opened further than needed to introduce a higher amount of colder outside air to help compensate and counteract the over-conditioning of the spaces.

### Savings Calculation Methodology

The savings for this ECM was performed using an 8,760 hour bin analysis in an Excel spreadsheet. Facility staff indicated that, to compensate for over-heating, the outside air dampers are opened more than normally necessary.

In the baseline model, the heating load of the outside air assumes a discharge air temperature of 112.5°F, which is the midpoint of the implemented OA reset schedule. This information was taken from EMCS screenshots obtained on site.

During the shoulder season, between 57°F and 42°F, the outside air percentage was allowed to drift to 60%. During the remainder of the heating season, the OA percentage was allowed to revert to a 20% minimum.

To calculate the baseline heating energy consumption during the shoulder seasons, the following sensible heating load equation was used:

$$Q_{heat} = 1.08 \times CFM_{SA} \times (T_{DA} - T_{MA})$$

$CFM_{OA}$  = outside air flow rate, CFM

$T_{DA}$  = Discharge air temperature setpoint (112.5°F), °F

$T_{MA}$  = Current hour mixed air setpoint, °F

The mixed air temperature is calculated by the volume weighted average temperature of the two components that comprise supply air - outside air and return air:

$$T_{MA} = \%_{OA}T_{OA} + (1 - \%_{OA})T_{RA}$$

$\%_{OA}$  = Percent of outside air

$T_{OA}$  = Current hour outside air temperature, °F

$T_{RA}$  = Return air temperature, assumed to be 75°F

The supply air CFM used in the equation above is derived by linearly varying the design CFM based on OA temperature as described in the two figures above.

Since the flow is varying, and the SA CFM in the shoulder season in the baseline and post-installation case are not the same, there is fan electricity savings associated with this measure. To calculate fan energy, the fan affinity laws were used:

$$HP_2 = HP_1 \left( \frac{CFM_2}{CFM_1} \right)^3$$

HP = Horsepower of supply fan motor

CFM = Air flow

1,2 = Values at state 1 and 2, respectively

To calculate savings, the minimum OA during the shoulder season was allowed to revert to the 20% used for the rest of the heating season. Therefore this ECM only claims heating savings during the shoulder season, when the overheating issue is most prominent.

#### **Post-Installation Period M&V Activities**

A functional performance test will be completed to confirm the retrofitted perimeter units are operating as proposed, and the excess outside air controls have been removed from the sequence. A trend review of 2 weeks of trend data for a sample of units will be completed to confirm spaces are not being over heated, and outside air follows the proposed minimum schedule.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the savings model in order to determine the expected savings.

#### **Performance Period M&V Activities**

An annual review of a sample of trend points will be completed to confirm space temperatures are being maintained without overheating, and that outside air follows the proposed minimum schedule.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

***ECM-12: Dunne Building - County Wide Controls Integration***

This measure will provide the needed upgrades to integrate existing building automation system (BAS) points in to the common, County-wide front end by Johnson Controls (JCI). There are no savings associated with ECM-12. No M&V methodology is proposed

### ***ECM-13: Dunne Building - End Device Repair***

There are no savings associated with this measure, as it is primarily associated with changing the mounting of the existing supply fan motors on S-6 and S-12 and the installation of new water meters. Additionally, the outside air dampers for S-12 will be checked out to ensure proper operation. There are no savings associated with ECM-13. No M&V methodology is proposed.

### **ECM-14: Dunne Building - Lighting Upgrade**

NORESCO will utilize IMPVP Option A for this ECM.

Existing linear fluorescent fixtures will be retrofit with extended life T8 lamps and program start electronic ballasts. Reflector kits will be installed to reduce the number of lamps and increase savings.

The M&V Plan assigns all audited luminaires to one of several lamp/ballast combination (LBC) groups based on the luminaires' specific lamp and ballast type and configuration. For each LBC group measured, a minimum of three luminaires were sampled. This sample size is based on confidence level of 90 percent and a precision of 10 percent, and assuming a coefficient of variation of 10 percent. The verified luminaire wattage was determined by using the average of the samples measured within each LBC group.

Upon completion of construction, NORESCO will measure the post-installation electrical demand of a representative sample of luminaires from a number of post-installation LBC groups that represent at least 90 percent of the connected post-installation kW load. The number of measurements will be based on the same statistical sampling criteria as the pre-installation sample. Since existing luminaires that have the same LBC may not be retrofitted with the same post-installation LBC, different luminaires may be selected for post-installation measurements.

Hours of operation for each building's fixtures were determined via staff interviews and data logger installation. Any variances in the number and/or equipment installed from the guaranteed scope of work will be noted in the Post-Installation Report generated by NORESCO. Verified savings will be calculated based on measured post-installation fixture wattages and the as-built quantities.

#### **Savings Calculation Methodology**

To calculate the proposed direct lighting savings, fixtures have been grouped with others sharing the same baseline lamp and ballast combination (LBC), post-installation LBC, and hours of operation. For each group, energy savings during each time of use period are calculated. The quantities and fixture types used to establish the baseline are derived from a room-by-room audit and the fixture wattages are based upon measured wattages of a sample of fixtures. The baseline lighting measurements can be found in IGA Section IX Appendices: Appendix B - M&V Measurements.

We calculated the contribution to proposed peak demand savings by applying a diversity factor to the gross connected load (kW). The operating schedule determines the demand diversity factor. For each group of fixtures in the ECM, we calculated the monthly proposed demand savings.

### Direct Lighting Savings

The formulae for calculating savings are summarized below.

#### Electric Consumption

$$ES_{LIGHTING} = (P_{base} * N_{base} - P_{post} * N_{post}) * H_{base}$$

Where:

- $ES_{lighting}$  = Energy savings, in kWh, for the lighting retrofits.
- $P_{base}$  = Electrical power, in kW, per luminaire for appropriate baseline LBC group
- $P_{post}$  = Electrical power, in kW, per luminaire for appropriate post-installation LBC group
- $N_{base}$  = Number of luminaires in representative baseline LBC group
- $N_{post}$  = Number of luminaires in representative post-installation LBC group
- $H_{base}$  = Existing annual operating hours defined by luminaire's pre hours group

#### Electric Demand

$$DS_{LIGHTING} = (P_{base} * N_{base} - P_{post} * N_{post}) * DF_{lighting}$$

Where:

- $DS_{lighting}$  = Monthly demand savings, in kW, for the lighting retrofits
- $P_{base}$  = Electrical power, in kW, per luminaire for appropriate baseline LBC group
- $P_{post}$  = Electrical power, in kW, per luminaire for appropriate post-installation LBC group
- $N_{base}$  = Number of luminaires in representative baseline LBC group
- $N_{post}$  = Number of luminaires in representative post-installation LBC group
- $DF_{lighting}$  = Hours group diversity factor; as a percentage

Energy and demand cost savings are determined by multiplying the proposed energy and demand savings for each applicable LBC by the approved incremental energy costs. The results of these calculations are summed for total electric demand (kW) and energy (kWh) savings.

#### Lighting HVAC Interactions

The proposed lighting upgrade reduces the wattage and hours of operation for lighting, which in turn produces less heat in the lighted areas. Since cooling systems have less heat to remove, less air conditioning energy is required.

The actual heat contributed to the cooling load varies by luminaire type (recessed, surface-mounted, suspended, open, or enclosed), air return (open plenum or ducted return), and the amount of exhausted air. To represent various lighting and ventilation systems, NORESCO assumes that, in conditioned spaces, electrically produced mechanical cooling removes an average of 90 percent of light-generated heat. Luminaires in unconditioned spaces, such as outdoor areas, stairways,

mechanical rooms, and high-bay areas, have no effect on the mechanical cooling systems. Therefore, cooling savings calculations do not include these luminaires.

In heating season, the reduction in heat from the lighting upgrades results in the need for increased mechanical heating.

For each group of luminaires in conditioned spaces, NORESO calculated the HVAC cooling energy savings, HVAC cooling demand savings, and heating energy penalty during each time of use period as follows:

#### HVAC Cooling Energy and Demand Savings

$$ES_{HVAC} = \frac{(ES_{lighting} + ES_{controls}) * C_{energy} * (1 - \%_{BHO})}{C_{capacity}} * EFF * UTIL_{cooling}$$

Where:

- $ES_{HVAC}$  = Energy Savings, in kWh, for the HVAC interaction
- $ES_{lighting}$  = Energy savings, in kWh, for the lighting retrofits (from conditioned spaces only)
- $ES_{controls}$  = Energy savings, in kWh, for the lighting controls (from conditioned spaces only)
- $C_{energy}$  = Conversion factor = 3,413 Btu/kWh
- $\%_{BHO}$  = Percentage of the Building SQFT that is heating only
- $C_{capacity}$  = Conversion factor = 12,000 Btu/ton-hr, cooling capacity
- $EFF$  = Mechanical cooling efficiency, in kW/ton
- $UTIL_{cooling}$  = Cooling Utilization, a percent, is the regional cooling season length in fractions of a year multiplied by an ASHRAE 90% heating release

$$DS_{HVAC} = \frac{(DS_{lighting} + DS_{controls}) * C_{energy} * HC}{C_{capacity}} * EFF$$

Where:

- $DS_{HVAC}$  = Demand Savings, in kW, for the HVAC interaction
- $DS_{lighting}$  = Demand savings, in kW, for the lighting retrofits (from conditioned spaces only)
- $DS_{controls}$  = Demand savings, in kW, for the lighting controls installations (from conditioned spaces only)
- $C_{energy}$  = Conversion factor = 3,413 Btu/kWh
- $HC$  = Heat contribution of luminaires to conditioned spaces, stipulated at 75percent
- $C_{capacity}$  = Conversion factor = 12,000 Btu/ton-hr, cooling capacity
- $EFF$  = Mechanical cooling efficiency, in kW/ton

#### Heating Penalty Calculation

$$HP_{HVAC} = \frac{(ES_{lighting} + ES_{controls}) * C_{energy}}{C_{MMTBu} * EFF} * UTIL_{heating}$$

Where:



- $HP_{HVAC}$  = Heating penalty, in MMBtu, for the HVAC interaction  
 $ES_{lighting}$  = Energy savings, in kWh, for the lighting retrofits (in conditioned spaces only)  
 $ES_{controls}$  = Energy savings, in kWh, for the lighting controls installations (in conditioned spaces only)  
 $C_{energy}$  = Conversion factor = 3,413 Btu/kWh  
 $C_{MMBtu}$  = Conversion factor = 1,000,000 Btu/MMBtu  
 $EFF$  = Mechanical heating efficiency, as a percentage  
 $UTIL_{heating}$  = Heating Utilization, a percent, is the regional heating season length in fractions of a year multiplied by an ASHRAE usable light heat factor

#### **Post-Installation Period M&V Activities**

A review of the lighting as-built audit will be completed to confirm type and quantities of fixtures retrofitted. A statistically significant sample of fixtures will be measured to confirm post installation wattages. The equations described above will be used to calculate expected savings based on the as-built quantities and equipment.

#### **Performance Period M&V Activities**

Annually an inspection of a sample of fixtures and the replacement stock will be completed to ensure the proper replacement lamps are being installed when necessary.

No additional measurements will be performed. Verified energy savings will be based on baseline and one time post-installation activities and calculations described above.

## ECM-15: Dunne Building - Plumbing System Upgrades

NORESCO will utilize IPMVP Option A for this ECM.

Existing domestic plumbing fixtures will be upgraded with the high efficiency toilets and urinals. These fixtures receive usage from staff and visitors, and are responsible for a significant portion of the water consumption at the facility.

This measure includes the changing out of once-through cooling units in the basement of the Dunne Building, and connecting them to the condenser water loop. This will reduce water consumption in the building, while still maintaining existing temperatures and cooling capacities of affected areas.

### Savings Calculation Methodology

Baseline quantities, fixture types, and usage profiles were derived from facility interviews and NORESCO's experience with other similar facility types. Fixture volumes (GPF - gallons per flush) and flow rates (GPM - gallons per minute) were based upon baseline measurement results. The baseline water use for each fixture type is the average flow rate multiplied by the agreed upon use per person per day. The total baseline water consumption is the sum of the baseline water consumption for each type of fixture. The baseline measurement forms are attached in Section IX Appendices: Appendix B of the Investment Grade Audit.

The post-installation average flow rate for each type of fixture will be based on post installation measurements of a sample of fixtures. The results of these water use calculations are summed for total water (kgal) savings. Cost savings are determined by multiplying the total water savings by the approved incremental water and sewer costs.

The following calculations document the savings methodology by fixture type:

#### Toilet Retrofits and Controls

$$TWS = (Q_{base} * N * FPD_{base} * DPY) - (Q_{post} * N * FPD_{post} * DPY)$$

Where:

<i>TWS</i>	=	Water savings, in gal/yr, for the toilet retrofits.
<i>Q<sub>base</sub></i>	=	Average baseline flow rate, in gpf, per fixture
<i>Q<sub>post</sub></i>	=	Average post-installation flow rate, in gpf, per fixture
<i>N</i>	=	Number of people per occupant group
<i>FPD<sub>base</sub></i>	=	Flushes per day per occupant group (pre-retrofit)
<i>DPY</i>	=	Days per year per occupant group
<i>FPD<sub>post</sub></i>	=	Flushes per day per occupant group (post-retrofit)

#### Lavatory Retrofits

$$FWS = (Q_{base} - Q_{post}) * N * UPD * MPU * DPY$$

Where:

<i>FWS</i>	=	Water savings, in gal/yr, for the faucet retrofits.
<i>Q<sub>base</sub></i>	=	Average baseline flow rate, in gpm, per fixture
<i>Q<sub>post</sub></i>	=	Average post-installation flow rate, in gpm, per fixture
<i>N</i>	=	Number of people per occupant group

- UPD = Uses per occupant group per day
- MPU = Minutes per use per occupant group
- DPY = Days per year per occupant group

#### Shower Retrofits and Controls

$$SWS = (Q_{base} - Q_{post}) * N * UPD * MPU * DPY$$

Where:

- SWS = Water savings, in gal/yr, for the showerhead retrofits.
- Qbase = Average baseline flow rate, in gpm, per fixture
- Qpost = Average post-installation flow rate, in gpm, per fixture
- N = Number of people per occupant group
- UPD = Uses per occupant group per day
- MPUbase = Minutes per use in pre-retrofit case per occupant group
- DPY = Days per year per occupant group
- MPUpost = Minutes per use in post-retrofit case per occupant group

The incremental cost to heat water for lavatory use was also included in the cost savings. The incremental cost of heat is based on typical changes in temperatures (dT), the water heaters' energy source, and standard domestic hot water heater efficiencies. The following equation was used to calculate energy savings:

#### Water Heating Energy Savings

$$ES = \frac{FWS \text{ (or } SWS) * \Delta T * D * HC * C}{EFF}$$

Where:

- ES = Energy savings, MBtu/yr, for domestic hot water systems
- FWS = Annual faucet water savings, in gal/yr
- SWS = Annual shower water savings, in gal/yr
- dT = Temperature difference, in °F,
- D = Density of water - 8.34 lb/gal
- HC = Heat capacity - 1 Btu/lb°F
- C = Conversion - 1 MBtu/1,000,000 Btu
- EFF = Water heater efficiency, as a percentage

#### Post-Installation Period M&V Activities

Review as-built audit to confirm installed quantities and types of fixtures meet proposed types and quantities. Sample measurements are to be taken at a statistically significant number of fixtures to confirm post water flows meet specified flows. Confirm once through cooling has been decommissioned, and the existing units have been connected to the condenser water loop as proposed.

Post-installation energy consumption will be based on the baseline use profiles, the equations set forth above, and the measured water flow rates.

#### Performance Period M&V Activities

Perform annual inspection to confirm fixtures are in good condition and operate as intended.

No additional measurements will be performed. Verified Savings will be based on baseline and one time post-installation activities and calculations described above.

## ECM-17: Dunne Building - Steam System Insulation

NORESCO will utilize IPMVP Option A for this ECM.

### Savings Calculation Methodology

Energy savings for this measure were calculated using a spreadsheet model, which included the size and length of pipe, the temperature of the ambient conditions (75°F for occupied spaces, 80°F for mechanical spaces), and the temperature of the fluid in the pipes.

The heat loss between the bare pipe and the surrounding ambient area is given as:

$$Q_{uninsulated} = Q_{radiation} + Q_{convection}$$

Note the absence of conductive heat loss, since the baseline assumes no insulation exists.

The radiation heat transfer is calculated using a second-order estimation method described by the equation:

$$Q_{radiation} = Q_{pipe-ambient} - Q_{ambient-pipe}$$

Where:

$$Q_{pipe-ambient} = \varepsilon(0.0043925T_{pipe}^2 + 0.31653T_{pipe} + 89.863)$$

$\varepsilon$  = emissivity of pipe, dimensionless

$T_{pipe}$  = Surface temperature of pipe, °F

And:

$$Q_{ambient-pipe} = \varepsilon(0.0043925T_{ambient}^2 + 0.31653T_{ambient} + 89.863)$$

$T_{pipe}$  = Ambient temperature, °F

The convective heat transfer component is calculated using a correlation for natural convection as prescribed by ASHRAE Fundamentals 2013 4.20, Table 9:

$$Q_{convection} = hA\Delta T = 0.272 \left(\frac{\Delta T}{L}\right)^{1/4} A\Delta T$$

$h$  = Convection coefficient, Btu/hr-ft<sup>2</sup>-°F

$A$  = Outside surface area, ft<sup>2</sup>

$L$  = Length of pipe, ft

$\Delta T$  = Temperature differential between pipe surface and surrounding ambient conditions, °F

The post-insulated pipe heat loss rate was calculated using the heat transfer equation for conduction of a hollow cylinder:

$$Q_{insulated} = \frac{2\pi kL(T_{pipe} - T_{ambient})}{\ln\left(\frac{r_o}{r_i}\right)}$$

k = Conductivity of pipe insulation, Btu-hr/ft<sup>2</sup>/°F/in

L = Length of pipe, in

r<sub>o</sub> = Inside radius of pipe, in

r<sub>i</sub> = Outside radius of pipe (or r<sub>o</sub> + insulation thickness), in

The savings are then:

$$Q_{savings} = Q_{uninsulated} - Q_{insulated}$$

### **Post-Installation Period M&V Activities**

Review insulation specifications to confirm insulation R-Value meets proposed value. Perform an inspection of the insulation to confirm insulation is installed where proposed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the savings model in order to determine the expected savings.

### **Performance Period M&V Activities**

An annual inspection will be completed to confirm the repaired steam traps and insulation are in good condition.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## ECM-18: Dunne Building - Demand Controlled Ventilation

NORESCO will utilize IPMVP Option A for this ECM.

This measure will implement a demand-controlled ventilation (DCV) strategy for the lobby, which is served by supply fan (SF) SF-5.

### Savings Calculation Methodology

The baseline assumptions and parameters changed to simulate this ECM are shown below. Parametric changes were made to the baseline, calibrated model.

#### Model Baseline Assumptions

- ▶ Supply fan SF-5 runs continuously and supply flow modulates based on zone temperature.
- ▶ The lobby area has a typical occupancy profile with three distinct peaks during the morning rush, lunchtime, and the evening rush.

#### Changes to Model to Achieve Savings

The eQUEST model was used to calculate savings for this measure.

- ▶ When the lobby has low occupancy as measured by CO2 levels, the amount of outside air delivered to the space will be reduced as allowed by ASHRAE 62.1 and the Chicago Municipal Building Code. Times of low occupancy will likely fall in the times between the rush hours and lunchtime.

Savings are due to three main factors: fan energy reduction, and outdoor air heating and cooling reduction. Fan energy is reduced because there is a cubic relationship between fan horsepower and airflow:

$$\frac{HP_1}{HP_2} = \left(\frac{CFM_1}{CFM_2}\right)^3$$

HP = Fan horsepower

CFM = Supply airflow

<sub>1,2</sub> = Conditions a state 1 and 2

There will be a reduction in the OA heating and cooling load because there will be a net reduction in the amount of outside air introduced to the lobby space. The total load on a heating and cooling coil is the sum of the sensible and latent loads. The sensible load on a coil is given as:

$$Q_{\text{sensible,coil}} = 1.08 \times CFM_{\text{OA}} \times \Delta T$$

Q = Sensible heat transfer rate between the coil and the airstream, Btu-hr

CFM<sub>OA</sub> = Airflow rate of outside air, CFM

ΔT = Change in temperature ratio between the coil's entering and leaving air streams,  
°F

And the latent load on a coil is given as:

$$Q_{\text{latent,coil}} = 4840 \times \text{CFM}_{\text{OA}} \times \Delta W$$

Q = Heat transfer rate between the coil and the airstream, Btu-hr

CFM<sub>OA</sub> = Airflow rate of outside air, CFM

ΔW = Change in humidity ratio between the coil's entering and leaving air streams, lbm water/lbm dry air

Refer to the savings calculation spreadsheets in IGA Section IX Appendices - Appendix A for additional information.

#### **Post-Installation Period M&V Activities**

A functional performance test of the new sensors and control logic will be completed to confirm sensor calibration and the control strategy is implemented as proposed. A review of trend data will confirm that SF-5 is maintaining CO<sub>2</sub> levels of 1000ppm or less as proposed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the savings model in order to determine the expected savings.

#### **Performance Period M&V Activities**

A review of 2 weeks of trend data will be completed to confirm that SF-5 is maintaining CO<sub>2</sub> levels of 1000ppm or less as proposed.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.



### ***ECM 31: Dunne Building - Energy Conservation Through Behavior Change<sup>®</sup>***

NORESCO will utilize stipulated savings option for this ECM.

NORESCO will implement Focused Behavior Change within the County Buildings, developed from NORESCO's proprietary behavioral program, known as Energy Conservation Through Behavior Change<sup>®</sup> (ECTBC), to help reduce energy consumption in the facilities.

#### **Savings Calculation Methodology**

Energy savings for this measure at each facility is stipulated at 2 percent of the post-retrofit electrical energy consumption.

#### **Post-Installation Period M&V Activities**

Calculations are based on utility billing analysis and engineering estimates. The completion of proper program roll-out procedures will serve as the basis for the verification of energy savings.

#### **Performance Period M&V Activities**

The savings from this measure are stipulated at an amount agreed upon by Cook County for the remainder of the project since many factors that are outside of NORESCO's control (e.g. occupant behavior, occupancy levels, etc.) can influence the level of savings that Cook County might see on their bills. No further measurements will be performed.

The program will make an annual self-report assessment which will help determine the program's effectiveness. The results from these assessments will be used to guide future program modifications so that Cook County's energy savings potential has been maximized.

***ECM-33: Demand Curtailment Services***

There are no guaranteed savings associated with ECM-33. No M&V methodology is proposed.

This measure will provide the opportunity to generate revenue for achieving demand response commitments during the construction period. Any documented revenue earned by Cook County during construction will be considered Additional Savings.

**Measurement & Verification  
Services Payments**

# EXHIBIT I

## Measurement and Verification Services Payments

The County agrees to pay ESCO the annual payments shown below for the Measurement and Verification services provided in this Contract.

Year	Annual Amount
1	\$23,802
2	\$24,516
3	\$25,251
4	\$26,009
5	\$26,789
6	\$27,593
7	\$28,420
8	\$29,273
9	\$30,151
10	\$31,056
11	\$31,987
12	\$32,947
13	\$33,936
14	\$34,954
15	\$36,002
16	\$37,082
17	\$38,195
18	\$39,341
19	\$40,521
20	\$41,736
<b>Total</b>	<b>\$639,561</b>

**J** **Schedule of Values; County  
Guidelines on Invoices**

**EXHIBIT J**

**Schedule of Values**

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest cent.

APPLICATION NO:  
 NORESKO INVOICE NO.:  
 APPLICATION DATE:  
 PERIOD TO:  
 NORESKO PROJECT NO.:

B	C	D	E		F	G	H	I	
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
BUILDING	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D + E + F)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
COUNTY BUILDING	Perimeter Heat Valve Upgrade Engineering & Project Management Materials & Installation	\$128,187.00				\$0.00	0%	\$128,187.00	\$0.00
COUNTY BUILDING	County Wide Controls Integration Engineering & Project Management Materials & Installation	\$584,108.00				\$0.00	0%	\$584,108.00	\$0.00
COUNTY BUILDING	End Device Repair & Controls Optimization Engineering & Project Management Materials & Installation	\$9,572.00				\$0.00	0%	\$9,572.00	\$0.00
COUNTY BUILDING	Lighting Upgrades Engineering & Project Management Materials & Installation	\$41,996.00				\$0.00	0%	\$41,996.00	\$0.00
COUNTY BUILDING	End Device Repair & Controls Optimization Engineering & Project Management Materials & Installation	\$332,993.00				\$0.00	0%	\$332,993.00	\$0.00
COUNTY BUILDING	Lighting Upgrades Engineering & Project Management Materials & Installation	\$1,670,175.00				\$0.00	0%	\$1,670,175.00	\$0.00
COUNTY BUILDING	Lighting Upgrades Engineering & Project Management Materials & Installation	\$365,564.00				\$0.00	0%	\$365,564.00	\$0.00
COUNTY BUILDING	Cooling Tower Renovations Engineering & Project Management Materials & Installation	\$1,803,945.00				\$0.00	0%	\$1,803,945.00	\$0.00
COUNTY BUILDING	Cooling Tower Renovations Engineering & Project Management Materials & Installation	\$111,571.00				\$0.00	0%	\$111,571.00	\$0.00
COUNTY BUILDING	Steam Trap Refurbishment Engineering & Project Management Materials & Installation	\$549,831.00				\$0.00	0%	\$549,831.00	\$0.00
COUNTY BUILDING	Steam Trap Refurbishment Engineering & Project Management Materials & Installation	\$67,507.00				\$0.00	0%	\$67,507.00	\$0.00
COUNTY BUILDING	Plumbing System Upgrades Engineering & Project Management Materials & Installation	\$333,123.00				\$0.00	0%	\$333,123.00	\$0.00
COUNTY BUILDING	Plumbing System Upgrades Engineering & Project Management Materials & Installation	\$60,383.00				\$0.00	0%	\$60,383.00	\$0.00
COUNTY BUILDING	Plumbing System Upgrades Engineering & Project Management Materials & Installation	\$297,978.00				\$0.00	0%	\$297,978.00	\$0.00
DUNNE BUILDING	Perimeter Heat Valve Upgrade Engineering & Project Management Materials & Installation	\$395,086.00				\$0.00	0%	\$395,086.00	\$0.00
DUNNE BUILDING	County Wide Controls Integration Engineering & Project Management Materials & Installation	\$1,915,169.00				\$0.00	0%	\$1,915,169.00	\$0.00
DUNNE BUILDING	County Wide Controls Integration Engineering & Project Management Materials & Installation	\$6,470.00				\$0.00	0%	\$6,470.00	\$0.00
DUNNE BUILDING	End Device Repair Engineering & Project Management Materials & Installation	\$28,388.00				\$0.00	0%	\$28,388.00	\$0.00
DUNNE BUILDING	Lighting Upgrades Engineering & Project Management Materials & Installation	\$8,163.00				\$0.00	0%	\$8,163.00	\$0.00
DUNNE BUILDING	Lighting Upgrades Engineering & Project Management Materials & Installation	\$40,282.00				\$0.00	0%	\$40,282.00	\$0.00
DUNNE BUILDING	Lighting Upgrades Engineering & Project Management Materials & Installation	\$247,935.00				\$0.00	0%	\$247,935.00	\$0.00
DUNNE BUILDING	Plumbing System Upgrades Engineering & Project Management Materials & Installation	\$1,223,481.00				\$0.00	0%	\$1,223,481.00	\$0.00
DUNNE BUILDING	Plumbing System Upgrades Engineering & Project Management Materials & Installation	\$136,328.00				\$0.00	0%	\$136,328.00	\$0.00
DUNNE BUILDING	Steam System Insulation Engineering & Project Management Materials & Installation	\$680,231.00				\$0.00	0%	\$680,231.00	\$0.00
DUNNE BUILDING	Steam System Insulation Engineering & Project Management Materials & Installation	\$27,898.00				\$0.00	0%	\$27,898.00	\$0.00
DUNNE BUILDING	Demand Controlled Ventilation Engineering & Project Management Materials & Installation	\$137,670.00				\$0.00	0%	\$137,670.00	\$0.00
DUNNE BUILDING	Demand Controlled Ventilation Engineering & Project Management Materials & Installation	\$3,001.00				\$0.00	0%	\$3,001.00	\$0.00
DUNNE BUILDING	Demand Controlled Ventilation Engineering & Project Management Materials & Installation	\$14,809.00				\$0.00	0%	\$14,809.00	\$0.00

B	C	E		F	G	H	I		
		D	F						
BUILDING	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D + E + F)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
ALL BUILDINGS	Energy Conservation Through Behavior Change Program Cost	\$164,172.00				\$0.00 \$0.00 \$0.00	0%	\$164,172.00	\$0.00 \$0.00 \$0.00
		\$11,386,016.00				\$0.00	0%	\$11,386,016.00	\$0.00



## **K Maintenance Services by ESCO**

# EXHIBIT K

## Maintenance Services by ESCO

Maintenance Services provided by ESCO under this Contract are limited to annual Steam Trap Testing and Inspection. Beginning in year one, after Final Acceptance, ESCO will inspect 1/3<sup>rd</sup> of the steam traps annually at the Facilities listed below for the Guarantee Period. The results for each annual testing and inspection will be documented in an Annual Report, submitted to the County, and the County shall be responsible for making the necessary repairs or replacements as recommended in the Annual Report.

Based on the August 2014 Steam Trap Audit, see County Building - Appendix I in the Investment Grade Audit, dated December 1, 2014, there are approximately 624 steam traps being addressed at the County Building.

The County agrees to pay ESCO the annual payments shown below for the Steam Trap Testing and Inspection services provided in this Contract.

Year	Annual Amount
1	\$6,600
2	\$6,798
3	\$7,002
4	\$7,212
5	\$7,428
6	\$7,651
7	\$7,881
8	\$8,117
9	\$8,361
10	\$8,612
11	\$8,870
12	\$9,136
13	\$9,410
14	\$9,693
15	\$9,983
16	\$10,283
17	\$10,591
18	\$10,909
19	\$11,236
20	\$11,573
Total	\$177,346

Other services provided by ESCO include ongoing cost to support the Energy Conservation Through Behavior Change® (ECTBC) Program.

The County agrees to pay ESCO the annual payments shown below to maintain the ECTBC program provided in this Contract.

Year	Annual Amount
1	\$72,100
2	\$74,263
Total	\$146,363

The ECTBC program will be provided to the County for 3 years. The cost for the first year is included in the project cost. The cost for the second and third years of ECTBC will be paid during the performance period as indicated in the table above.

**L Insurance Requirements and  
Certificates**

## EXHIBIT L

### **Insurance Requirements**

#### **A. General Insurance Requirements**

Prior to the commencement of the Work, the ESCO shall secure and thereafter shall maintain at all times during the term of this Contract insurance policies in accordance with all the requirements of this Exhibit L. The insurance purchased and maintained by the ESCO shall be on a primary and non-contributory basis and shall not be excess or pro rata to any other insurance issued or maintained by Cook County. The ESCO's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance may be provided in a policy or policies, primary and excess. Nothing contained in these insurance requirements is to be construed as limiting the extent of the ESCO's responsibility for the payment of damages resulting from the operations of this Contract.

#### **B. Specific Coverages Required**

The specific policies required are set forth below, and the limits of liability shall be as stated below, unless, prior to commencement of any Work, written approval is granted by the County Director of Risk Management for variation from those limits.

##### **1. Workers Compensation Insurance**

Workers Compensation and Employer Liability insurance is required in accordance with the Laws of the State of Illinois or any other applicable jurisdiction, including the following.

- ▶ Employers' Liability coverage with limits of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease
- ▶ Broad form all states coverage
- ▶ Waiver of Subrogation

##### **2. Commercial General Liability Insurance**

An occurrence form Commercial General Liability Insurance policy is required to cover bodily injury and property damage. The General Liability coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with the following provisions included:

- ▶ All premises and operations
- ▶ Explosion, collapse and underground damage
- ▶ ESCO's Protective coverage for independent Contractors and Subcontractors of the ESCO
- ▶ Contractual liability for the obligations assumed in, Indemnity, Subrogation and Waiver, Waiver of Recovery, and this Exhibit L, Insurance Requirements
- ▶ Personal Injury Liability Endorsement with no exclusions pertaining to employment and contractual obligations
- ▶ Broad Form Property Damage Liability

- ▶ Products and Completed Operations coverage (maintained for the same or greater limits, for a minimum of 2 years following Project completion).
- ▶ Railroad Protective Liability: Where such exposure exists, the ESCO will provide coverage in the name of each railroad company having jurisdiction over right-of-way across which Work under the Contract is to be performed.
- ▶ The limits of insurance shall be provided on a "per project aggregate" basis.

### 3. Comprehensive Automobile Liability Insurance

When any motor vehicles are used in connection with the Services to be performed, the ESCO shall secure Comprehensive Automobile Insurance to cover all owned, non-owned and hired automobiles, trucks, and trailers. The limits shall not be less than the following:

Liability - All Autos: Bodily Injury & Property -

\$1,000,000 per Occurrence

- ▶ Uninsured/Motorists: Per Illinois Requirements

### 4. ESCO's Pollution Liability Insurance

ESCO will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim. The Contractor is responsible for the deductible.

The policy will provide coverage for sums the ESCO becomes legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by a pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter. Microbial matter includes fungi, bacterial or viral matter which reproduces through the release of spores or the splitting of cells or other means, including but not limited to mold, mildew and viruses, whether or not such microbial matter is living.

Cook County and their agents will be included as additional insureds on the ESCO's pollution liability and the coverage afforded the additional insureds under this policy will state that it is primary and non-contributory.

ESCO waives and will require its pollution liability insurer to waive their rights of subrogation against Cook County and its agents for claims insured by the ESCO's pollution liability insurance.

If the policy is a 'claims made' form or if any coverage under this policy is written as 'claims made', coverage will be maintained for three years after project completion.

### 5. Professional Errors and Omissions Liability Insurance

The ESCO shall maintain Professional Errors and Omissions Liability Insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, with a deductible of no more than \$100,000 per negligent act, error or omission and in the aggregate. Such insurance will be provided

on a claims made basis and shall be kept in force for a period not less than three years beyond the earlier to occur of Final Acceptance of the entire Project or termination of the Project . To the extent available, such insurance shall be retroactive to the date that the ESCO commences Services pursuant to this Contract. The ESCO shall annually provide the County with proof of renewal. The deductible shall be the responsibility of the ESCO.

6. Umbrella Excess Liability Insurance

Umbrella Excess Liability Insurance shall be required in addition to coverage specified pursuant to Sections B.1 through B. 4 above, applying to the County, any Program Manager, the ESCO and Subcontractors of any tier in the amounts stated below:

\$10,000,000 each occurrence for all liability

\$10,000,000 in the aggregate per policy year

\$10,000,000 Products/Completed Operations aggregate

The limits of insurance shall be provided on a "per project" basis.

Unless covered by ESCO's insurance policies, Subcontractors of any tier will be required to provide Umbrella Excess Liability Insurance in the amounts stated below:

\$2,000,000 each occurrence for all liability

\$2,000,000 in the aggregate per policy year

\$2,000,000 Products/Completed Operations aggregate

The limits of insurance shall be provided on a "per project" basis.

7. Builders' Risk Insurance/Installation Floater Insurance

Either Builders' Risk Insurance or Installation Floater Insurance is required on an all risk form, including flood and earthquake, for 100% of the completed value of the Work, unless otherwise specified in the Special Conditions. A Builders' Risk policy shall be required for construction of a building or an addition to a structure. Installation Floater Insurance shall be required for renovation projects. Further provisions regarding such insurance will be set forth in the Special Conditions. Such policy shall include as named insured parties the County and all Subcontractors, as their interests may appear. The policy deductible shall not exceed \$50,000, unless otherwise set forth in Special Conditions, and the ESCO shall be responsible for payment of the deductible in the event of covered loss. The policy shall also include loss of use to protect the County from being financially harmed because of delay due to an insured loss in the building improvements under construction. The off-site and in-transit limit will be sufficient to cover the value of the largest component. Upon request, the ESCO will furnish County with the cost of the premium and deductible for the Builders' Risk or Installation Floater policy.

### Additional Insured Parties

The following shall be added as additional insured parties on the Commercial General Liability, Automobile and Umbrella Liability policies, but only with respect to the ESCO's activities under this Contract.

- ▶ The County of Cook, Illinois
- ▶ Commissioners, Officials and Employees of Cook County
- ▶ Any Program Manager, its sub-consultants, and their respective partners, officers and employees
- ▶ Others as may be specified in the Contract Documents

The additional insured parties shall have the rights of an Additional Insured as provided by ISO endorsement CG 20 10 and CG 20 37 or their equivalent. No other form will be accepted without express prior written approval of Cook County Risk Management. All liability policies shall entirely delete ISO endorsements CG21 34 and CG21 39, and any other endorsement or policy provision which limits or excludes products liability, completed operations, or contractual liability coverage. The coverage provided to the additional insured parties by the ESCO's insurance will be on a primary and non-contributory basis and not excess or pro rata to any other insurance issued to Cook County.

### Damage Claims

The ESCO shall furnish to the Owner written acknowledgement of receipt from the insurance carrier for each damage claim involving the Work, including the insurance carrier's assigned claim number. Upon request, the ESCO or its insurance carrier shall also furnish to the Owner a status report on all damage claims, including inspections made, the disposition of claims, and what action has been taken towards settlement of each claim. If the ESCO fails to furnish the acknowledgment of any report the Owner may withhold the amount of such damage claims from any subsequent payment request, to be held until full compliance.

### Payment

All insurance policies required hereunder shall be paid for by the ESCO. The cost of such insurance policies will not be a specific bid item, but the cost of such insurance will be covered in the various unit prices bid or in the total cost of construction as appropriate. No overhead or profit elements will be allowed on insurance premiums or self-insured retention.

### Additional ESCO Obligations Regarding Insurance

Nothing contained in these insurance requirements is to be construed as limiting the extent of the ESCO's responsibility for payment of damages resulting from operations under this Contract. The ESCO shall advise all insurance companies to familiarize themselves with the conditions and provisions of this Contract dealing with waivers of subrogation, insurance and indemnification. ESCO and all Subcontractors shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Contract and shall at all times satisfy any requirements of the insurance companies issuing them.



### Applicability to Subcontractors

Unless Subcontractors are covered by ESCO's insurance, ESCO shall require all Subcontractors to obtain and provide evidence of insurance policies described in Sections B.1 through B.4 prior to the commencement of any Work or presence on the site of such Subcontractor. The insurance carried by Subcontractors shall meet all the requirements of this Exhibit L unless otherwise provided in the Contract. All requirements imposed by the policies referred to above upon and to be performed by ESCO shall likewise be imposed upon, assumed and performed by each of the Subcontractors. ESCO and each Subcontractor shall execute with their Subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County, its other ESCOs, any Program Manager and others so specifically identified in this Contract.

### Tools and Equipment

The ESCO shall secure, pay for and maintain, and unless Subcontractors are covered under ESCO's policy shall require its Subcontractors to maintain, property casualty insurance as necessary to protect the ESCO and Subcontractors against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the ESCO and Subcontractors. The requirement to secure and maintain such insurance is solely for the benefit of the ESCO and Subcontractors. Failure of the ESCO and Subcontractors to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner, Program Manager, and the Architect for any loss of owned or rented equipment. If the ESCO or any Subcontractors secures such insurance, the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recovery against the Owner and any Program Manager."

### Insurance Notices and Certificates

ESCO or its insurance carrier shall notify the Program Manager, Director and the Chief Procurement Officer at least 60 days prior to the effective date of any cancellation or modification of such policies; provided, however, that only 30 days-notice shall be required for cancellation due to non-payment of premium. ESCO is required to furnish certificates of insurance to the County prior to execution of the Contract by the County, and shall provide an updated certificate of insurance no later than 30 days prior to the expiration date of any policy showing that such policy has been renewed or replaced. Prior to the date on which ESCO or any Subcontractor commences performance of its part of the Work, ESCO shall cause to be furnished to the County any updates of such certificates of insurance maintained by the ESCO and where applicable shall submit certificates of insurance for each Subcontractor in connection with the performance of the Work. As and when the County may direct, copies of endorsements shall be submitted to the County. All endorsements, and certificates of insurance submitted to the County shall be in a form and content acceptable to the County.

### Evidence of Insurance

ESCO must submit evidence of insurance in the form of insurance certificates to the County prior to the Effective Date or in a form otherwise acceptable to the County, however the ESCO shall only be compelled to furnish the County with copies of the insurance policies under court order or upon failure of the applicable insurer or insurers to honor claims under such policies for which the certificates indicate coverage. The ESCO shall furnish to the Chief Procurement Officer and to the County's Director of Risk Management certificates of insurance evidencing coverage as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the County and meeting the requirements of and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A-) as listed in A.M. Best's Key Rating Guide, current edition or interim report. No cancellation or modification of the policies shall occur without at least sixty (60) calendar days prior written notice given to the County; provided, however that only 30 days-notice shall be required for cancellation due to non-payment of premium. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above. In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of ESCO's obligations to obtain insurance pursuant to these insurance requirements. The County shall have the right to modify, delete, alter or change these insurance requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 20 CHURCH STREET HARTFORD, CT 06103	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :Hartford Fire Insurance Company	19682
	INSURER B :National Union Fire Insurance Company of Pittsburgh, PA	19445
	INSURER C :New Hampshire Insurance Company	23841
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
NORESKO LLC  
ONE RESEARCH DRIVE, STE. 400C  
WESTBOROUGH, MA 01581

## COVERAGES

CERTIFICATE NUMBER:8MNF99DP

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		02CSET10004 \$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate	04/01/2015	04/01/2018	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2015	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		02HUT10021	04/01/2015	04/01/2018	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	CT WC(SIR 2.5MM)EX COV-9883956 MULTI-017731557, MULTI-017731558, CA-017731558, FL-017731580, MULTI-017731561, MA-017731562, MN-017731563, NJ-017731584, PA-017731565, MULTI-017731566	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		N/A				E.L EACH ACCIDENT	\$ 1,000,000
						E.L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROFESSIONAL LIABILITY		02CSET10045	04/01/2015	04/01/2018	Per Claim Aggregate	\$ 2,000,000 \$ 2,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONTRACT #1528-14647 - GEORGE DUNNE ADMINISTRATION BUILDING, 69 W. WASHINGTON STREET &amp; COUNTY BUILDING, 118 N. CLARK STREET &amp; 500 E. 51ST STREET, CHICAGO, IL

The County of Cook, IL, the commissioners, officials and employees of Cook County, any program manager, its sub-consultants and their respective partners, officers and employees are included as additional insured on a primary and non-contributory basis as required by written contract. Policies provide for a waiver of subrogation to the extent agreed to under written contract. Contractors pollution liability is included under the above general liability policy with limits of \$1,000,000 occurrence/\$3,000,000 aggregate.

## CERTIFICATE HOLDER

## CANCELLATION

COOK COUNTY  
ATTN: DIRECTOR OF RISK MANAGEMENT  
118 N. CLARK STREET  
CHICAGO, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF PROPERTY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
05/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO., EXT): 877-945-7378	FAX (A/C, NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	PRODUCER CUSTOMER ID#: 219500		
INSURED Noresco, LLC One Research Drive, Suite 400C Westborough, MA 01581	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Factory Mutual Insurance Company		21482-004
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 23166332      REVISION NUMBER: See Remarks

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
Contract #1528-14647 - George Dunne Administration Building, 69 W. Washington Street & County Building, 118 N. Clark Street & 500 E. 51st Street, Chicago, IL.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	AH176	6/1/2014	6/1/2015	BUILDING	\$		
	CAUSES OF LOSS						PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC						BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD						EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL						RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE						BLANKET BUILDING	\$
	<input type="checkbox"/> WIND						BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD						<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$Replacement
							<input checked="" type="checkbox"/>	\$Cost
								\$
	INLAND MARINE	TYPE OF POLICY				\$		
	CAUSES OF LOSS					\$		
	NAMED PERILS	POLICY NUMBER				\$		
						\$		
	CRIME					\$		
	TYPE OF POLICY					\$		
						\$		
	BOILER & MACHINERY/ EQUIPMENT BREAKDOWN					\$		
						\$		
						\$		
						\$		

SPECIAL CONDITIONS/OTHER COVERAGES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 5/14/2015 WITH ID: 23161914  
See attached:-

<b>CERTIFICATE HOLDER</b>  Cook County Attn: Director of Risk Management 118 N. Clark Street Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Willis of Massachusetts, Inc.</b>		NAMED INSURED <b>Noresco, LLC One Research Drive, Suite 400C Westborough, MA 01581</b>	
POLICY NUMBER <b>AH176</b>			
CARRIER <b>Factory Mutual Insurance Company</b>	NAIC CODE <b>21482-004</b>	EFFECTIVE DATE: <b>06/01/2014</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

**Special Conditions/Other Coverages**

**Companies Affording Coverage:**

Insurer	Policy No.	Coverage
Factory Mutual Insurance Co.	AH176	45%
ACE American Insurance Co.	GPA D3786949-1	18.5%
Liberty Mutual Insurance Co.	YS2-L9L-430723-024	5%
Zurich American Ins. Co.	PPR-5471875-02	7%
XL America Ins. Co	US00062050PR14A	5%
Allianz	CLP 3015038	8%
Federal Insurance Co	6684820	11.5% of \$50M
Swiss Re	31-3-77459	11.5% of \$50M xs \$50M

Policy Limit: \$100,000,000

**All Risk and Replacement Value.**

The County of Cook, IL, The Commissioners, Officials and Employees of Cook County, any Program Manager, its Sub - Consultants and their respective Partners, officers and Employees are included as Loss Payees ATIMA.

Policy Number: 02 CSE T10004

Effective Date: 04/01/2015



Named Insured and Address: UNITED TECHNOLOGIES CORPORATION

Endt. No. \_\_\_\_\_ ONE FINANCIAL PLAZA  
HARTFORD, CT 06101

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM CARRIER CORPORATION, OR A WHOLLY OWNED SUBSIDIARY OR CARRIER CORPORATION, HAS, THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION UNDER INSURANCE SERVICES OFFICE (ISO) FORM CG 20 10 11 85 OR ITS EQUIVALENT.

(If no entry appear above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

For the purposes of this endorsement, "you" shall refer to Carrier Corporation and it's subsidiaries, and "your work" shall mean work performed by or for Carrier Corporation and it's subsidiaries.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

## **M Required Maintenance by County**



## EXHIBIT M

### **Required Maintenance by County**

The County shall be responsible to operate, maintain, and repair the ECMs in a manner consistent with manufacturer's recommendations to ensure the persistence of guaranteed savings and standards of comfort over the term of the Project.

The County is required to replace all lighting lamps outside of the warranty period. The County has the option to purchase LED lamps through NORESKO. The cost of the lamps will be NORESKO's negotiated cost with the manufacturer at the time of procurement plus a 15% markup. The purchase of any such equipment does not need to be covered by energy and operating cost savings and shall not alter the guaranteed energy saving. The purchase may be made through execution of a change order at any point during the Contract Time.

ESCO will provide the County with manufacturers' Operation and Maintenance (O&M) manuals for new equipment installed. These O&M manuals will contain manufactures recommended maintenance practices. The O&M requirements will be reviewed during the ECM Training.

**N Certificate Forms  
Notice to Proceed  
Substantial Completion  
Final Acceptance**



EXHIBIT N

**Certificate Forms**

**NOTICE TO PROCEED**

NORESKO

Neil Petchers, President

One Research Drive

Suite 400C

Westborough, MA 01581

Dear Mr. Petchers:

Phase II Guaranteed Energy Performance Contract

[name of Project]

Notice To Proceed/ Contract Number \_\_\_\_\_

On April \_\_, 2015, the Cook County Board of Commissioners awarded a contract to [ESCO] in the total amount of \_\_\_\_\_ for the above referenced project. The breakout of the total awarded contract is as follows:

- ▶ Construction and Installation Contract Work: = \$ \_\_\_\_\_
- ▶ 20 year Measurement and Verification: = \$ \_\_\_\_\_
- ▶ The Phase I Audit for the Project was completed in 2014.

Therefore per the terms of the negotiated contract, the **NOTICE to PROCEED** Date (for Phase II Work) is \_\_\_\_\_. The ESCO has \_\_\_\_ days to achieve Substantial Completion for all ECMs in all Buildings (as defined in the contract Calendar Day resulting in Substantial Completion by \_\_\_\_\_. Final Acceptance of the Project is to be achieved by \_\_\_\_\_.

Please call me at 312/603-\_\_\_\_, if you have any questions regarding this matter.



THE COUNTY OF COOK

\_\_\_\_\_

(Name)

(Title)

Date: \_\_\_\_\_



**DELIVERY AND ACCEPTANCE CERTIFICATE  
UPON SUBSTANTIAL COMPLETION**

The County of Cook hereby acknowledges receipt of the Energy Conservation Measure(s) (the "ECM(s)") described in the applicable Attachment 1 to the Phase II Guaranteed Energy Performance Contract (the "Contract") between the County of Cook and NO RESCO (the "ESCO") as fully installed and in good working condition as required under the Contract, which are listed and attached hereto. The County of Cook hereby accepts the ECM(s) listed hereto located in \_\_\_\_\_ (the "Building") after full inspection thereof as satisfactory for all purposes of the Agreement. Payment(s) to be made upon achievement of Substantial Completion are determined in accordance with Section \_\_\_ of the Contract. The ESCO has represented that all ECMs listed below which must be tested together in order to be successfully commissioned pursuant to the Contract ("ECM Groupings") have been so tested and commissioned so that the County of Cook has possession of such ECMs and may use them for their intended uses, subject to punchlist Work.

The Acceptance of Substantial Completion of the ECMs listed in Attachment 1 [constitutes] [does not constitute] Substantial Completion of all ECMs in the Building under the Project. The ESCO Warranty for Substantial Completion of each ECM commences upon Substantial Completion of each ECM in a Building.

Substantial Completion Date:

ECM(s):

Date Accepted by The County of Cook: \_\_\_\_\_

Accepted for:           The County of Cook

Accepted by: \_\_\_\_\_



Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Note: ECM(s) and the Building to which this Delivery and Acceptance Certificate relates is/are attached hereto as Attachment 1.**

**ATTACHMENT 1**

**Building**

---

*ECM Description*

**Remaining ECM(s) to be Completed in Building**

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE**  
**FINAL ACCEPTANCE OF PROJECT**

The County of Cook hereby acknowledges Final Acceptance of all Energy Conservation Measures (the "ECMs") described in the applicable Attachment 1 to the Phase II Guaranteed Energy Performance Contract (the "Contract") between the County of Cook and \_\_\_\_\_ (the "ESCO"). The date of Final Acceptance is the date certified by the County of Cook that the entire Project as described in the Contract has been installed, functionally tested, Substantially Completed and all punchlist items completed in accordance with the Contract Documents. The County of Cook hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement so that the County of Cook has possession of such ECMs, the Work and the entire Project and may use them for their intended uses. Payment(s) to be made upon achievement of Final Acceptance shall be made upon satisfaction of all conditions required under Section 14F of the Contract in accordance with such Section.

Date Accepted by The County of Cook: \_\_\_\_\_

Accepted for:           The County of Cook

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto as Attachment 1.



ATTACHMENT 1

[List of all ECMs by Building, together with dates of Substantial Completion]

**O See Appendix A**

**P Supplemental County Conditions  
Prevailing Wage Provisions  
Special Facilities Access and  
Security Provisions  
Carryforward Provisions from  
Exhibit B to Phase I Audit  
Agreement**



# EXHIBIT P

## Special Conditions

### Prevailing Wage Rate - Public Works

Following is the most current scale of the Illinois Department of Labor Prevailing Wages for Cook County, which is to be posted by the Design-Builder.

#### Cook County Prevailing Wage for MARCH 2015

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
ASBESTOS ABT-GEN 0.500	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000
ASBESTOS ABT-MEC 0.720	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000
BOILERMAKER 0.400	BLD			45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000
BRICK MASON 1.030	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000
CARPENTER 0.630	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
CEMENT MASON 0.450	ALL			43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000
CERAMIC TILE FNSHER 0.710	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000
COMM. ELECT. 0.700	BLD			39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100
ELECTRIC PWR EQMT OP 0.460	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRIC PWR GRNDMAN 0.360	ALL			35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000
ELECTRIC PWR LINEMAN 0.460	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRICIAN 0.750	ALL			44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000
ELEVATOR CONSTRUCTOR 0.600	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060
FENCE ERECTOR 0.300	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000
GLAZIER 0.940	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000
HT/FROST INSULATOR 0.720	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000
IRON WORKER 0.350	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000
LABORER 0.500	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000
LATHER 0.630	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000

MACHINIST 0.000	BLD	44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850
MARBLE FINISHERS 0.600	ALL	31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000
MARBLE MASON 0.760	BLD	41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000
MATERIAL TESTER I 0.500	ALL	28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000
MATERIALS TESTER II 0.500	ALL	33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000
MILLWRIGHT 0.630	ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
OPERATING ENGINEER 1.250	BLD 1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
ORNAMNTL IRON WORKER 0.650	ALL	43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000
PAINTER 0.770	ALL	40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000



PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIVER 0.630	ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
PIPEFITTER 1.780	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000
PLASTERER 0.650	BLD	42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000
PLUMBER 0.880	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000
ROOFER 0.530	BLD	40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000
SHEETMETAL WORKER 0.690	BLD	41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000
SIGN HANGER 0.000	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000
SPRINKLER FITTER 0.550	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000
STEEL ERECTOR 0.350	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000
STONE MASON 1.030	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000
SURVEY WORKER 9.930	-> NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	0.500
TERRAZZO FINISHER 0.620	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000
TERRAZZO MASON 0.820	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000
TILE MASON 0.920	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000
TRAFFIC SAFETY WRKR 0.500	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000
TRUCK DRIVER 0.150	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.150	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.150	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.150	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.000	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.000	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.000	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.000	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TUCKPOINTER 0.650	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**End of Exhibit P  
or  
Special Conditions  
Exhibit P**

**Q Warranty Matrix by Building**



**Exhibit Q**  
**Cook County Warranty Matrix by ECM**

ECM #	O&M Manual #	Building	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
1		County Building	Perimeter radiation valves							
2		County Building	Building management system expansion							
3		County Building	End devices and VFDs							
6		County Building	Lighting retrofits							
7		County Building	Cooling tower renovations							
8		County Building	Steam trap retrofits							
9		County Building	Plumbing fixtures and water meters							
11		Dunne Building	Perimeter induction unit valves							
12		Dunne Building	Building management system expansion							
13		Dunne Building	End devices and motor mounts							
14		Dunne Building	Lighting retrofits							
15		Dunne Building	Plumbing fixtures and water meters							
17		Dunne Building	Pipe insulation							
18		Dunne Building	Carbon dioxide sensors							

## **R Warranties**

# EXHIBIT R

## Warranties

### Warranty Overview

ESCO will provide the following warranties, beginning upon Substantial Completion by Building, for each Energy Conservation Measure (ECM) implemented in the construction scope of work as defined in Table 2 below.

**Table 2 - ECM Warranty Summary**

ECM Description	Warranty Period
ECM 1, 11: Perimeter Heat Valve Upgrade	One (1) year on material and labor
ECM 2, 12: County-Wide Controls Integration	One (1) year on material and labor
ECM 3, 13: End Device Repair and Controls Optimizations	One (1) year on material and labor VFD's, 2 year manufacturer warranty – material only
ECM 6, 14: Lighting Upgrades Lighting Retrofit LED Lighting Replacement Additional Facilities Lighting Retrofit	Workmanship is (1) year Compact Florescent Lamps one (1) year material only, Linear florescent Lamps three (3) years material only, Ballasts five (5) years material only, LED fixtures one (1) years parts; LED lamps five (5) years material only.
ECM 7: Cooling Tower Renovations	One (1) year on material and labor
ECM 8: Steam Trap Retrofits	One (1) year on material and labor
ECM 9, 15: Plumbing Systems Plumbing fixtures Domestic Water Meters	One (1) year on material and labor
ECM 17: Steam System Pipe Insulation	One (1) year on material and labor
ECM 18: Demand controlled ventilation CO <sub>2</sub> sensors	One (1) year on material and labor

**Warranty Service Call Process**

Upon completion of the Construction and Installation Period, all warranty and service requests should be directed to NORESOCO's O&M Remote Monitoring Center (RMC) Department nationwide toll-free 24-hour phone line number listed below, in order to accurately track the progress of all requests received to their completion.

**O&M Remote Monitoring Center (RMC) Department Numbers:**

24 Hours / 7 days a week

Toll Free Nationwide: 877-NORESOCO (877-667-3726)

Service Fax Number: (678)-553-3115

**Incoming Warranty and Service Request Procedure:**

In order to process a warranty and/or service request properly, the following information will be needed; this will allow ESCO's RMC Operators to better assign the request to the appropriate lead person ("ESCO Lead Person"):

First & Last Name of caller placing the call.	Description of the problem or service needed.
Caller phone numbers that ESCO Lead Person can reach via site personally.	What actions have already been taken to diagnose the problem?
Actual location of facility and specific area.	When did the problem start?

Once all pertinent information has been received, a work order number will be assigned to allow ESCO to track the progress of the request. Customer will be given this work order number for reference, if they need to call on the status of the request.

The request will be evaluated and assigned to the ESCO Lead Person. The ESCO Lead Person will then stay in touch with all parties, until request has been resolved. Once the request is resolved, the status of the work order will be updated and closed, and customer will be notified of the resolution.

**Customer Warranty and Service Request Procedure:**

- Step 1) Internal notification to The County of equipment outage or failure.
- Step 2) The County confirms that work was performed by ESCO and is still within the ESCO Warranty Period, then notifies NORESOCO Warranty Service Line.
- Step 3) ESCO RMC Operator will assign the work order to an ESCO Lead Person to verify that work was performed by ESCO and is still within the ESCO Warranty Period.
- Step 4) If the work is still within the ESCO Warranty Period, ESCO will resolve the outage in a timely manner. Keep in mind that certain service work requires time to resolve (i.e. high areas requiring lifts or scaffolding, scheduling conflicts with occupants, long-lead material, etc.)
- Step 5) The ESCO Lead Person will notify the County of the warranty resolution.

**Access to Areas:**

In order to resolve service calls in a timely manner, it is essential that access is granted to all required areas. The County shall supply ESCO and/or its delegates all necessary keys, access cards, alarm codes and/or escort as required, to complete the work in a given area.

**O&M Documentation for Scope Verification:**

Neither ESCO nor its suppliers will warrant any work that was not performed by ESCO. In some cases there may be buildings or areas within a facility in which ESCO performed work but certain pieces of equipment were not retrofitted (e.g. existing T-8 fixtures, existing LED Exits, dimming fixtures, etc.). Please refer to the detailed backup to determine what work was performed by ESCO at each location.

Shortly after the completion of the Construction and Installation Period, ESCO will provide the County with an O&M Manual which includes a summary report for each building and the certificate of completion dates for each. In addition, the detailed backup will be provided to the County, describing where work was performed in each building and what type of retrofit was performed.

**Invalid Calls:**

Invalid service calls result from a service request wherein the cause of the outage is determined to be something other than faulty workmanship or faulty material on the part of ESCO's work. If a service call is determined to be an invalid service call, the following rates may be charged to the County.

Hourly Rate -	\$150/hour (1 hour minimum)
Service Equipment / Subcontractors -	Actual Cost of any expenses incurred by ESCO
Trip Charges -	Actual Cost as applicable

**S Modifications of Energy Audit Documents**

# EXHIBIT S

## Modifications of Energy Audit Documents

### Modification 1: Revision of Table 3

Cash Flow for Budget Neutral Program from Section IV Financial Analysis of the IGA

Year	Utility Savings	O&M Savings	Guaranteed Total Savings	Repayment of Lease	M&V Service	OSM Service	ECTBC	Total Cost	Net Cash Flow
0	\$0	\$0	\$0	\$637,768	\$0	\$0	\$0	\$637,768	
1	\$780,725	\$42,557	\$823,282	\$898,462	\$24,517	\$6,798	\$74,263	\$1,004,040	
2	\$797,597	\$43,929	\$841,526	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
3	\$814,794	\$44,771	\$859,565	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
4	\$832,318	\$45,603	\$877,921	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
5	\$850,497	\$46,435	\$896,932	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
6	\$868,990	\$47,267	\$916,257	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
7	\$887,927	\$48,100	\$936,027	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
8	\$907,212	\$48,932	\$956,144	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
9	\$927,185	\$49,765	\$976,950	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
10	\$947,729	\$50,597	\$998,326	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
11	\$968,837	\$51,430	\$1,019,267	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
12	\$990,502	\$52,262	\$1,042,764	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
13	\$1,012,828	\$53,095	\$1,065,923	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
14	\$1,035,818	\$53,927	\$1,089,745	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
15	\$1,059,476	\$54,760	\$1,114,236	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
16	\$1,083,807	\$55,592	\$1,139,399	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
17	\$1,108,817	\$56,425	\$1,165,242	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
18	\$1,134,512	\$57,257	\$1,191,769	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
19	\$1,160,900	\$58,090	\$1,218,990	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
20	\$1,188,089	\$58,922	\$1,247,011	\$898,462	\$24,517	\$6,798	\$0	\$931,604	
<b>Totals</b>	<b>\$29,547,454</b>	<b>\$1,060,587</b>	<b>\$30,608,041</b>	<b>\$18,407,008</b>	<b>\$479,582</b>	<b>\$177,344</b>	<b>\$146,363</b>	<b>\$19,570,304</b>	<b>\$1,037,737</b>

Modification 2: Revision of Table 3 – Summary of Utility Rates by Utility and Facility from Section V Utility Summary section of the IGA. Update of the Dunne Building natural gas rate.

Facility	Electricity Usage \$/kWh	Electricity Demand \$/kW	Natural Gas \$/therm	Steam \$/lb	Water \$/kgal	Sewer \$/kgal
Dunne Building	\$0.062	\$5.960	\$0.766		\$3.30	\$3.180
County Building	\$0.052	\$5.960		\$15.00	\$3.310	\$3.180
President Hospital	\$0.052	\$5.960	\$0.766			\$3.180



Modification 3: Revision of Table 1  
 Recommended ECMs from section I Executive Summary of the IGA.

#	ECM	Cost	Annual Savings	Annual Demand (kW)	Electricity (kWh)	Natural Gas (therms)	Steam (klbs)	Water/ Sewer (kgal)
<b>County Building</b>								
1	Perimeter Heat Valve Upgrade	\$712,295	\$32,233	-	-	-	2,635	-
2	County-Wide Controls Integration	\$51,568	\$-	-	-	-	-	-
3	End Device Repair and Controls Optimization	\$2,008,168	\$356,087	266	2,388,831	-	14,094	-
6	Lighting Upgrades	\$2,169,509	\$141,020	6,108	2,102,301	-	(2,218)	-
7	Cooling tower renovations	\$661,402	\$-	-	-	-	-	-
8	Steam Trap Refurbishment	\$400,630	\$60,767	-	-	-	3,836	-
9	Plumbing System Upgrades	\$358,361	\$9,109	-	-	-	30	1,172
<b>Dunne Building</b>								
11	Perimeter Heat Valve Upgrade	\$2,810,255	\$46,879	-	82,434	52,156	-	-
12	County-Wide Controls Integration	\$34,858	\$-	-	-	-	-	-
13	End Device Repair	\$43,449	\$-	-	-	-	-	-
14	Lighting Upgrades	\$1,471,416	\$86,265	3,319	1,142,324	(20,440)	-	-
15	Plumbing System Upgrades	\$816,559	\$28,237	-	(189)	-	-	3,824
17	Steam System Insulation	\$165,568	\$4,304	-	-	5,300	-	-
18	Demand Controlled Ventilation	\$17,310	\$22,698	98	85,361	21,420	-	-
<b>All Buildings</b>								
31	Energy Conservation Through Behavior Change	\$164,172	\$18,198	-	331,429	-	-	-
<b>Total Base Project</b>		<b>\$11,386,016</b>	<b>\$806,797</b>	<b>9,791</b>	<b>6,132,491</b>	<b>58,436</b>	<b>17,777</b>	<b>4,996</b>



Modification 4: County Building ECM write-ups ECM 3 End Device Repair, IGA pages 7&8. Clarify wording regarding the end device repair budget and use of funds as follows. Change "NORESKO's project team reserves the right to determine the priority of the repairs in order to achieve the guaranteed energy savings." to "NORESKO will repair or replace the quantity of devices listed in the tables below as part of the base ECM. The County's Project Manager can direct NORESKO to use Repair Funds to complete repair or replacement of additional devices or for any other work."

Modification 5: County Building ECM write-ups ECM 3 End Device Repair, IGA page 7. Add following language to ECM description: "Some proposed VFDs generate savings by eliminating inlet guide vane control. Other VFDs provided savings from electronic air filters which are not currently proposed. Feedback from building staff was that even if electronic air filters are not installed, new VFDs and motors are still desired in order to improve fan control and reduce maintenance. For this reason, VFDs remain in the scope."

Modification 6: Section III Energy Conservation Measures, Dunne Building ECM write-ups page 15, ECM-15, Plumbing System Upgrades. Add the following language to the proposed work for urinal upgrades: "NORESKO will include strainers at the PRV stations upstream of new Toto flush valves."

Modification 7: Section III Energy Conservation Measures, Dunne Building ECM write-ups, page 24, ECM-18. Correct the description in the sensible heat transfer equation from delta W to delta T.

Modification 8: Section V Utility Bill Summary and Baseline Models, section B, Rate Analysis, Water and Sewer Section. Add the following language "The historically sporadic water and sewer billing at the County Building made it difficult to establish an accurate baseline water usage. Due to the missing information, the County Building water baseline was estimated using fixture flow rates and populations estimated by the County. Water savings at the County Building is not related to the water baseline. Savings were determined based on building occupant populations provided by the County and the difference in flow rates between existing and proposed plumbing fixtures. The only projection that an incorrect water baseline could change is the projected percent water reduction."

Modification 9: Section VII Implementation, Commissioning and Training Plan, page 30, Countywide Controls Integration Training will accommodate all 3 shifts (10pm to 6am, 6am to 2pm and 2pm to 10pm).

## **T Standards of Service**

# EXHIBIT T

## Standards of Service

The scope of work described in Exhibit C includes modification of some HVAC operating hours and other controls strategies in the Dunne and County Buildings. The Countywide Control Integration of the existing Energy Management System (EMS) will allow for the monitoring, but not the control, of space temperatures in the facilities via the respective buildings' digital control systems. The monitored space temperature information will be used to cycle the Air Handling Units (AHUs) during unoccupied periods. This will be done by shutting off the units at the start of the building's unoccupied period, and allowing the building temperatures to reset to their unoccupied heating and cooling setpoints. Once those temperatures are reached, the AHUs will turn on periodically to maintain space conditions.

Because the control system changes included in this Contract do not include new controls for the zone-level valves and dampers, the temperature setpoints and system operation during occupied periods will not change and the ESCO cannot guarantee that specific standards of service will be maintained. However the intent is to maintain the existing occupied temperature setpoints that were identified during the IGA. The following Occupied Setpoints and Hours of Operation are averages of the existing temperature setpoints and occupied hours identified during the IGA. These temperature setpoints and schedules of operation were the basis of the savings calculations. Any deviations to these setpoints and schedules may result in changes to the utility consumption and may require adjustments to the Guaranteed Energy Savings.

### County Building

For End device repair and Point-to-Point Checkout

Outside air (OA) minimum flow ratio will be set to 20%.

AHUs on Basement through 11<sup>th</sup> Floor, except the 4<sup>th</sup> floor AHUs, will be scheduled OFF from 10p-4a Monday-Friday and all day Saturday and Sunday.

The 4<sup>th</sup> floor AHUs will be scheduled OFF from 10p-4a Monday-Friday and all day Saturday and Sunday during the summer months only. Units cannot be scheduled OFF during the heating season because there is no perimeter radiation on this floor. During the heating seasons, units will run during the period 10p-4a but the OA dampers will be completely shut and the supply fan will cycle to maintain a 5 degree temperature setback (67 F).

HVAC Hours	4a-10p Mon-Fri; Off Weekends
Occupant Hours	6a-7a Occupied Weekends
Occupied Set Point Temperatures	72F (heating and cooling)
Relative Humidity Set Point	N/A

**Dunne Building**

For Demand Controlled Ventilation

- ▶ When the lobby has low occupancy as measured by CO2 levels, the amount of outside air delivered to the space will be reduced as allowed by ASHRAE 90.1.

HVAC Hours	Varies slightly by unit but TYP 6a-6p Mon-Fri; Weekend Off
Occupant Hours	Same as HVAC
Occupied Set Point Temperatures	Same as pre-retrofit: 72F Heating, 73F Cooling
Unoccupied Set Point Temperatures	Same as pre-retrofit
Relative Humidity Set Point	N/A

## **U Commissioning Plan**

## EXHIBIT U

### **Commissioning Plan**

The primary objective of the Commissioning Plan is to define how ESCO confirms that all individual pieces of equipment and integrated systems are correctly installed for performance in conformance with the project design. Although there are different approaches to commissioning, the fundamental process provides quality assurance to confirm that each of the following standards is met for all equipment included in the project:

1. The products and components selected and installed meet project design criteria.
2. Products and components are installed in accordance with the engineer's and manufacturer's recommendations and design criteria.
3. Products and components are capable of meeting their published performance criteria.
4. If the project includes a system of several products and components, the integrated system is installed in accordance with the engineer's design criteria.
5. If the project includes a system of several products and components, the integrated components are interacting in accordance with the engineer's design criteria.
6. Full components and systems operation and service instructions are contained in the Operations and Maintenance (O&M) Manuals.
7. The facility training plan includes items that need to be discussed and reviewed with facility personnel in order for the project to continue to perform.

Detailed commissioning tasks and requirements will be identified in commissioning specifications. ESCO will develop these specifications using an approach customized to the complexity of each piece of equipment and the technology involved.

The ESCO Commissioning Team will use the specifications to coordinate individual commissioning tasks and ensure that appropriate commissioning test forms are generated and completed to cover all items requested.

The procedures included within the attached specifications included with this section are only intended to show the degree of rigor used during the ESCO commissioning process. Final commissioning requirements may change during final design based on equipment selection, onsite conditions, and individual manufacturer requirements.

Upon completion of project commissioning, the ESCO Commissioning Agent will perform a final quality control check of all commissioning documents and support the submission of project close out documents. The commissioning submittals will contain all relevant commissioning documentation collected during the project, such as completed checklists, test forms, startup sheets, balance reports, and acceptance forms. Descriptions of any abnormalities or unusual observations will also be included.

## General Commissioning Requirements

- 1) Verify that each piece of equipment was manufactured, shipped, and installed with all options and features specified (operator workstation, control system interface, ground fault protection, thermal overload, automatic bypass, safety devices, etc.).
- 2) Provide a complete list of all equipment nameplate data, component manufacturer's software and firmware versions, and serial number(s). (This should include data for individual available pressure vessels, coils, and motor data.)
- 3) Document all dates, times, durations, operating conditions, and names of parties involved with any tests performed.
- 4) Each test form shall be reviewed and signed by the party with overall responsibility for the test, as well as a customer representative if it is identified as a test that must be witnessed.
- 5) Document the procedures, forms, and submissions required to initiate and maintain the manufacturer's warranty.
- 6) Provide written copies of all applicable O&M instructions.
- 7) Ensure that appropriate log books have been established using a factory recommended format to record all critical operating parameters during equipment operation.
- 8) Document that all equipment manufacturer recommended startup and check-out procedures have been completed by an authorized technician using manufacturer's forms.
- 9) List all rejected items, failed tests, abnormalities observed, or remedial action required by others that were not completely rectified during the construction punch list process.
- 10) Document all training provided with names and signatures of parties who received training.
- 11) Verify that adequate clearances exist around all components for cooling air and to provide access for routine service.
- 12) Review component locations to ensure that they are not subject to temperatures beyond the manufacturer's published operating limits.
- 13) Check that panels and enclosure locations are of the type specified and are not subject to excessive moisture, spray, or dirt.
- 14) Confirm that all fluid systems and system components (valves, sensors, radiators, coils, hoses, tanks, quick disconnects, etc.) are properly routed, supported, and free of leaks.
- 15) Ensure that all lubricants and fluids meet manufacturer requirements for the equipment installed and the anticipated operating conditions (arctic, tropical, etc.). Document that all special additives or conditioners have been added to the specified concentrations.
- 16) Provide copies of Material Safety Data Sheets (MSDS) for all applicable materials.
- 17) For exterior installations, confirm that enclosure penetrations are watertight and/or do not void weather rating.

- 18) Confirm that equipment, component, and device labels, tags, or signs have been installed per specifications.

### **Lighting Retrofit**

- 1) Confirm that all post-retrofit group light levels have been reduced or raised appropriately to meet IES standards.
- 2) Ensure that any non-permanent or disposable batteries have been installed and tested and all battery locations, types, and recommended replacement intervals have been documented.
- 3) Test emergency egress and exit lights for proper sequencing from normal to emergency mode on battery and/or emergency power as applicable.
- 4) Confirm that all battery condition pilot lights and test switches are fully functional.
- 5) Verify that new fixtures and/or existing fixture retrofit kits have been installed per specifications.
- 6) For exterior installations, ensure that enclosure penetrations are watertight and/or do not void weather rating.
- 7) Check operation of completed installation using available controls (wall switches, occupancy sensors, lighting panels, etc.) to confirm that they cycle on and off as intended.
- 8) During operation, check that all fixtures and ballasts are free of abnormal vibration or unusual noise.
- 9) Confirm that all required equipment, component, and device labels, tags, or signs have been installed per specifications.
- 10) Water Conservation Retrofit Commissioning
- 11) Check that fixtures and components are free of leaks and packing glands have been adjusted.
- 12) Ensure that finished surfaces are patched or repaired as outlined in project specifications.
- 13) During operation, check that all fixture components are free of abnormal vibration or unusual noises.
- 14) Verify adequate clearances exist for routine service of fixture.
- 15) Confirm all required equipment, component, and device labels, tags or signs have been installed per specifications.

### **Electrical Equipment and Electrical Systems**

- 1) Confirm that wiring has been completed and protection devices (fuses, circuit breakers, vacuum fault interrupters, etc.) have been installed to meet applicable codes and specifications for electrical components installed.
- 2) Verify that all electrical components are installed and tested in accordance with manufacturer recommendations and all applicable local, national, and government codes and specifications.



- 3) Ensure that all wire, cable, panel grounding, system grounding, insulation, and shielding has been checked, meets specifications, and has been tested in accordance with all applicable local, national, and government codes and specifications.
- 4) Where applicable, check all overhead electrical lines to ensure that they were constructed using the specified materials and follow the approved routing.
- 5) Provide convenience receptacle inside control panels per specifications.
- 6) Verify that all disconnect and/or H-O-A switches have been installed and tested (Hand=On, Off=Off, Auto=Control System state). If the H-O-A switch is to be wired in series with an end switch, verify that this interlock has been wired and is working correctly as well.
- 7) Check motor rotation prior to connecting any couplings or belt drives. If applicable, verify that variable frequency drive (VFD) controlled equipment has been checked for proper rotation in both drive and bypass.
- 8) Confirm that all pilot lights, control switches, touch pads, warning buzzers, audible alarms, operating displays, etc., are fully functional.
- 9) Where required, confirm that all electrical insulation testing (hi-pot, motor megger, etc.) has been completed per code and test results have been documented.
- 10) Verify that all heaters (lube oil, gearbox, generator winding, enclosure, etc.) have been energized and tested. Document the temperature settings of all heaters and confirm that power supplies (breakers, panels, etc.) have been properly tagged so that heaters will not be inadvertently de-energized.
- 11) Ensure that grounding and other safety systems are installed and properly tested per applicable local, national, and government codes and specifications.
- 12) Document the final voltages, taps, and selector switch settings on all transformers.
- 13) Confirm that oil level and type has been checked and recorded for all oil-filled transformers.
- 14) Functionally test any thermostatic controls or cooling fans on fan-cooled transformers.
- 15) Confirm that all non-permanent or disposable batteries have been installed and tested and all battery locations, types, and recommended replacement intervals have been documented. Each battery should be labeled with the date installed.
- 16) For any battery installations that include a battery tender or battery charger, verify that the tender or charger has been installed per specifications and is operating as intended.
- 17) Ensure that all specified and code required electrical warning and safety labels and tags are in place.
- 18) Ensure that wiring, panels, and equipment have proper tagging and have been checked against electrical schematics, drawings, and specifications.
- 19) Ensure that all internal compartment light fixtures have been installed as specified.

- 20) Measure and document equipment no load, normal load, and full load voltages, power factors, and amperages to establish an operating baseline and ensure that they are within manufacturer's specifications.
- 21) If applicable, confirm that all switchgear and circuit breaker settings have been coordinated with new and existing electrical distribution system components. Document coordination study settings and approval prior to energizing equipment.

### **Mechanical Equipment and Mechanical Systems**

- 1) Ensure that all life safety systems (harnesses, climbing restraints, barriers, lockouts, etc.) have been installed, labeled, and reviewed with customer personnel.
- 2) Verify that equipment has been installed (configuration, orientation, pitch, etc.) and supported (housekeeping pads, vibration isolators, seismic restraints, etc.) per specifications.
- 3) Review all equipment connections and accessories for installation issues that might prevent the equipment from operating properly (loose flex connectors, sharp inlet/outlet transitions, improper slope, pipe strain, inadequate space for thermal expansion, etc.).
- 4) Confirm that all shipping blocks or temporary supports have been removed prior to startup.
- 5) Ensure that motor and drive components have been aligned and tensioned to specifications.
- 6) Document that alignment procedures used, tolerances, adjustments, and final results for all shaft-driven equipment meet or exceed manufacturer requirements and tolerances.
- 7) If specified, ensure that all baseline vibration measurements are taken for rotating equipment and that initial readings are within vibration severity guidelines.
- 8) Check to ensure that all enclosures, shrouds, guards, or access panels are securely in place.
- 9) Review all pressure gauge and temperature sensor locations to ensure that they can be read from floor level and are of proper scale or range for the medium being measured.
- 10) Verify that all thermal insulation and sound attenuation has been installed per specifications.
- 11) Confirm that each motor, bearing, and gearbox has been lubricated, if necessary, and that all remote grease, oil, or vent lines specified for continued preventive maintenance have been installed.
- 12) Confirm that adequate clearances exist for routine service and replacement of all motors, controls, dampers, valves, tube bundles, coils, gearboxes, etc.
- 13) Review outside air intake openings to ensure that they are free of pollution sources, such as trash, cooling tower mists, building exhaust, vehicle exhaust, or other sources that could impact indoor air quality or deteriorate equipment.
- 14) Ensure that all equipment piping and piping accessories (strainers, control valves, balance valves, air vents, vacuum breakers, Pete's plugs, etc.) have been installed and/or cleaned per specifications and are free of leaks.

- 15) Confirm that all piping systems have been pressure tested per code or applicable standards.
- 16) Verify that all piping systems have been flushed, cleaned, and purged per specifications.  
Document that cleaning procedures were performed at specified velocities using appropriate media (air, steam, etc.).
- 17) Where applicable, ensure that proper type and efficiency of filters or strainers have been installed, are clean, fit properly without leakage, and can be readily serviced.

### **Energy Management Control Systems**

- 1) Provide a troubleshooting logbook by the operator workstation for use by facility operators and control system technicians to document facility issues and contractor responses to ongoing fine-tuning.
- 2) Confirm that all sensor locations and inputs have been reviewed to ensure that readings are stable and accurately reflect the medium being measured (no stratification, excessive pulsations, system effects, etc.).
- 3) Document that all inputs, sensors, outputs, and transducers have been calibrated and that ranges match the medium being measured or devices to be controlled. Where applicable, ensure that current transformer magnetization and polarity tests have been completed per specifications.
- 4) Document that all flow control devices (valves, dampers, etc.) have been tested through full range of motion to ensure complete shutoff when closed, unrestricted flow when open, and smooth operation.
- 5) If applicable, verify that interface and monitoring of any OEM equipment (VFD, chiller control panel, burner management system, etc.) operating parameters, faults, or alarms have been completed and tested.
- 6) If applicable, document that remote monitoring of the control system through dial-up or Internet connection has been completed and tested with lists of all phone numbers, modem settings, IP addresses, passwords, etc.
- 7) Provide lists of all user defined system variables, including default or initial values (set point, schedule, reset, alarm, gain, etc.) to facilitate future modifications and fine-tuning.
- 8) Test all control sequences and software logic by completing functional performance tests that confirm system responses through cause and effect methods.
- 9) Collect and print trends for all dynamic control loops to demonstrate proper control (timely and smooth response, lack of hunting, close to set point, minimal overshoot, etc.) over each range of system loads (weather conditions, startup, shutdown, etc.) encountered during normal operation.
- 10) If applicable, review graphic screens to ensure that they accurately reflect all equipment and systems controlled. Include ranges for controlled devices, have sufficient transfers or links to

quickly navigate through related subsystems, and include narrative explanation of any non-intuitive sequences.

- 11) If applicable, enable password protection of control system programming and confirm that the password matrix of access levels and privileges has been approved and implemented per customer requirements.
- 12) Confirm that all control system and equipment failure modes (power failure, sensor failure, signal or communication loss, etc.) and alarm responses have been reviewed with a customer representative to ensure that they meet facility standard operating procedures.
- 13) Confirm that all devices with clocks or calendar functions have been checked for proper dates and times and coordinated with local daylight savings time practices.
- 14) Confirm that all equipment subject to automatic start/stop control by the control system has been reviewed with a customer representative to ensure that equipment is properly labeled and life safety protection measures (horns, lights, etc.) are compatible with facility standard operating procedures.

### **Cooling Tower and Condenser Systems**

- 1) If applicable, verify that all vibration switches have been calibrated and tested. Document final settings of all vibration switches.
- 2) Test operation of all sump or basin heater controls to ensure that they have been adjusted per specifications. Document programming or settings for all sump or basin heaters.
- 3) Test high- and low-level alarm switches, if applicable, and adjust level switches as required.
- 4) Review equipment installation configuration for issues that might prevent the unit from meeting design capacity (airflow clearances, balance valves, balance lines, insect screens, debris, high temperature building exhaust, etc.).
- 5) If applicable, confirm that fan blades have been set to the proper pitch angle and that the fan blades and drive hub have been torqued to required specifications.
- 6) Confirm that clearances between fan blades and shrouds are within manufacturer tolerances.
- 7) Inspect tower casings and panels for any physical damage to panels or corrosion-resistant coatings. Confirm that all damage has been properly repaired and tower casings do not leak.
- 8) Confirm that fill media is installed per specifications and is free from visible damage.
- 9) Where applicable, test coils and interconnecting piping for integrity and leakage using either pressure or vacuum as defined in the specifications. Document the results of all tests.
- 10) Review the location of any acoustical enclosures or architectural barriers to ensure that they do not interfere with proper airflow through the tower or cause recirculation.
- 11) If gearbox has synthetic lubricant for extended warranty, confirm that the level has been documented and facility staff is aware of special service considerations to maintain warranty.

- 12) Ensure that specified nozzles have been installed and condenser water is evenly distributed across cooling tower fill media through a full range of fluid flows and fan operating speeds.
- 13) Verify that condenser water does not splash out of tower or blow out of fan discharge at any point through full range of condenser water flows.
- 14) Check the tower sump level during operation and, if possible, verify that the cooling tower makeup water supply and fill valve are able to maintain sump level during design conditions.
- 15) Confirm that the condenser water flow into the return line does not vortex excessively or entrain sufficient air to cause the condenser water pump to surge at any point through the full range of flow.
- 16) Check the tower sump level after shutdown of condenser water flow to ensure that the tower does not overflow (externally or internally) and that the makeup water valve closes completely.

### **Variable Frequency Drive and Variable Flow**

- 1) Check equipment operation through the full range of operating speeds to identify any harsh vibrations or critical frequencies.
- 2) Document any critical frequencies and ensure that they are blocked and labeled on the drive or device used to modulate speed.
- 3) Confirm that all minimum operating speeds for variable speed equipment have been reviewed for manufacturer requirements (motor cooling, gearbox oil distribution, pump stall, fan surge, etc.) and are documented and programmed into control equipment.
- 4) If electronic VFDs are used, verify that drive installation has been modeled using a harmonic analysis program or other method to ensure that harmonics will not exceed specifications at the point of common coupling (PCC).
- 5) Measure cable length between the drive output and motor terminal and confirm that it does not exceed specified maximum distance without approved compensating filtration.
- 6) If a service disconnect is installed between a VFD and motor, confirm that the disconnect has been provided with specified supervisory relays and that interlock wiring has been completed to prevent the drive from operating if the disconnect switch is opened.
- 7) For scopes that include converting flow or capacity modulation to a new strategy (inlet guide vanes to VFDs, three-way valve to two-way valve, etc.), document that the original flow control devices have been removed and/or decommissioned as outlined in the specifications.
- 8) Confirm that all motors used are capable of operating with the VFD and cable arrangement to be used for the installation.

## **Steam Trap Refurbishment**

- 1) Where applicable, (traps with leak detection sensors, etc.), confirm that all non-permanent or disposable batteries have been installed and tested and all battery locations, types, and recommended replacement intervals have been documented.
- 2) Verify that typical operating temperatures at the installation location are not expected to exceed manufacturer's published limits.
- 3) Ensure all remote communications are operational and that all expected signals (Trap Open, Trap Cold, etc.) can be collected using the specified supervisory equipment.
- 4) Confirm that appropriate type trap (Inverted Bucket, Float & Thermostatic, Orifice, etc.) was installed for the type of equipment or service performed.
- 5) Where applicable, document that the trap orifice or metering components match the sizes indicated in the specification for the particular piece of equipment or service.
- 6) Inspect Steam Trap and adjacent piping from trapped device through to condensate return header to verify Steam Trap has been installed, oriented, and supported per specifications.
- 7) Ensure all shipping blocks or temporary supports have been removed prior to start-up.
- 8) Inspect Steam Trap and accessories for any physical damage to components.
- 9) Confirm all piping to and from Steam Trap has been properly supported and pitched.
- 10) Verify adequate clearances exist for routine service of renewable components.
- 11) Check that all piping accessories, (strainers, isolation valves, check valves, etc.), have been installed per specifications and that the completed system is free of leaks.
- 12) Verify all thermal insulation, if applicable, has been installed or replaced per specifications.
- 13) Ensure Steam Trap has been primed, if necessary, and all fill ports specified for continued preventive maintenance have been installed.
- 14) Verify piping to and from the Steam Trap has been cleaned per specifications and chemical treatment program has been initiated per manufacturer recommendations.
- 15) Check Steam Trap in operation to see if it is cycling as expected and, if possible, confirm the equipment served by the steam trap is operating, (Heating, Sterilizing, etc.), as designed.
- 16) Confirm all required Steam Trap labels, tags or signs have been installed per specifications.

## **SubMeter Installation**

- 1) Verify that Meter was constructed, shipped and installed with options specified. (Analog or digital output, local display, temperature/pressure transducers, isolation valves, etc.)
- 2) Provide a complete list of all Meter and Transducer, if applicable, nameplate data and serial number(s).

- 3) Check that cable lengths and/or distances between Meters, Transducers, and any remote monitors are within manufacturer's recommended limits.
- 4) Document that Meter has been programmed for the specific type of cable, buss, pipe, fluid, or flow range that it is intended to measure.
- 5) Document that all Meter remote output signals have been tested and calibrated.
- 6) If applicable, document that all remote monitoring or EMCS network interfaces with Meter operating parameters, faults or alarms have been tested and calibrated.
- 7) If applicable, enable password protection of Meter programming and confirm password access levels and privileges have been approved per Customer requirements.
- 8) Provide list of all Meter programming parameters, units, multipliers, and settings.
- 9) Document that all factory recommended start-up, check-out, and calibration procedures have been successfully completed.
- 10) Measure and document no load, minimum load, normal load and full load readings and signals from Meter to the greatest extent possible to establish an operating baseline.
- 11) Verify Meter and, if applicable, all Transducers have been installed, aligned, and oriented per specifications and direction of flow.
- 12) If applicable, confirm all locknuts, insertion brackets, or other mechanical methods of holding meter in place have been installed and torqued to manufacturer's recommended values.
- 13) As applicable, inspect piping upstream and downstream of Meter to ensure it is free of obstructions and has manufacturer's recommended length of straight pipe in either direction.
- 14) After Meter and piping have been restored to operating temperature and pressure, ensure installation is free of any leaks.
- 15) Check to see that all enclosures, insulated covers, or protective shields are in place.
- 16) Confirm adequate clearances exist for routine service of Meter and any Transducers.
- 17) Ensure Meter location is not subject to temperatures beyond manufacturer's published operating limits and is not subject to excessive moisture, spray, or dirt.
- 18) If exterior installation, confirm enclosure penetrations are watertight and/or do not void weather rating.
- 19) If Meter is replacing another form of flow measurement, (Orifice plate, venturi, etc.), document original devices were removed and/or decommissioned as outlined in specifications.

## **V Training Plan**



## EXHIBIT V

### **Training Plan**

#### **Training Overview**

Facility staff training is critical to ensure the installed Energy Conservation Measures (ECMs) operate properly, deliver improved comfort, reliability, and guaranteed energy savings on a sustained basis. In that regard, ESCO will develop a training program for both supervisory and field personnel.

#### **Technical Training Approach on the Energy Conservation Measures**

ESCO's training program will be held on-site and delivered by the ESCO project team, including ESCO project managers, subcontractors, vendors and manufacturer's representatives, to provide the County a comprehensive training program for the equipment and systems installed. This program will utilize a combination of class room and field training utilizing installed equipment and course materials drawings, equipment specifications and ESCO's comprehensive operation and maintenance (O&M) manuals.

The Program will be broken down into ECM training plans that will include an overview description of each ECM and the topics to be covered, the allotted time for each topic, and the desired audience. ESCO will submit the training plans to the County for review prior to training taking place and before completion of construction of each ECM.

Training starts in the field, where the Facility staff can become familiar and comfortable with the equipment, materials and systems that have been recently installed. As part of the field training, Facility staff shall be included during the commissioning of the ECM installed to better understand how the ECM or equipment should be operating per manufacture or design guidelines. This will occur during startup and testing and give the Facility Staff the ability to touch and see the equipment in operation and ask questions related to bringing equipment on line as well as shutting it down. Field training also allows for instructing maintenance staff on activities that involve opening up or disassembling equipment required for weekly, monthly, semi-annual or annual maintenance service, which is difficult to recreate or teach in a classroom setting.

The field training is followed up with a formal classroom training where instruction shifts to documentation review. This includes manufacturer documentation, O&M maintenance requirements, emergency and emergency shut-down procedures, technical functions, and warranty provisions for equipment warranty and warranty resolution. The ESCO Project Manager will utilize and review the specific O&M Manual Section for the ECM at the time of training.

ESCO will train any group size that the County feels is beneficial to them. The ESCO does not put a maximum limit on the size of the groups to be trained, but recommends that the County designate at least two facility operators and a back-up person to attend each training session to provide continuity during staffing changes. ESCO will set the training times based on prior customer requests for training; however, if the County would like to provide more training in one area and less in another, the ESCO will adjust the training times to suit the County's needs. The training provided to County staff is not a generic "one size fits all" proposition - ESCO's training programs are intended to be flexible and

will be customized based upon the nature and complexity of each ECM within the overall time parameters set out below.

In addition to the field training and classroom training, the County may film a training video/DVD which captures the important issues identified during field training and classroom training for each ECM and which are discussed and addressed in the O&M manuals. With this video library, the County can quickly get new personnel up to speed with the O&M requirements for the ECMs installed.

Following training for each ECM, all ECM documentation will be compiled in the ESCO operation and maintenance (O&M) manuals, which shall be delivered to the County at project completion in a hard copy format as well as digitally scanned version.

The O&M manuals will be bound and clearly marked, tabbed, and indexed and will include all necessary documentation required to successfully operate and maintain the newly installed equipment.

The O&M manual includes the following sections:

1. Contact List for ESCO, the County, Subcontractors and Vendors
2. Warranty Documentation
3. ECM Documentation (repeated for each ECM)
  - ▶ ECM Overview
  - ▶ Product operations and maintenance data
  - ▶ As-built documents
  - ▶ Commissioning documents
  - ▶ Warranty letter
  - ▶ Training agenda, materials, sign-in form
  - ▶ Inspection certificates
  - ▶ Hazardous waste manifest (as applicable)

### **Training Plan Summary**

The following table summarizes the training for each ECM upon Final Acceptance. ESCO will work closely with the County to ensure that the training requirements are met. This training table is a starting point by which we can further refine the training requirements during project implementation.

Table 1 - Training Summary

ECM Description	Training Hours per Building	General Description of Training
<b>Lighting Systems:</b> <ul style="list-style-type: none"> <li>▶ Lighting Retrofit / Lighting Replacement</li> </ul>	4 hours Onsite	Training by the ESCO Project Manager and lighting subcontractor upon completion of lighting ECMs. Training will include the review of the installed scope, review of As-Built Documentation, review of lighting materials included in the O&M manuals and training on maintenance and warranty procedures with the County staff.
<b>HVAC:</b> <ul style="list-style-type: none"> <li>▶ Steam Trap Refurbishment</li> <li>▶ Install/Replace VFDs</li> <li>▶ Cooling Tower Refurbishment</li> </ul>	2 hours 2 hours 2 hours	Onsite training by the ESCO Project Manager, subcontractors and manufacturers' representatives upon completion of ECM installation and commencement of operations. Training will include the review of the scope of the installed ECM, equipment and materials included in the O&M manuals and training on maintenance and warranty procedures with the County staff.
<b>County-Wide Controls Integration:</b>	16 hours with a 4 hour seasonal refresher for a total of 20 hours	Onsite training by the ESCO Project Manager and the EMS contractor during implementation of controls project. Upon completion of EMS, training will include the review of the scope, equipment and materials included in the O&M manuals, overview of programming/operation changes, including review of sequence(s) of operation and temperature setpoints. This will include training on maintenance and warranty procedures with the County staff. Refresher 6 month follow-up training will occur during seasonal switch-over.
<b>Sub-meter installation:</b> <ul style="list-style-type: none"> <li>▶ Water Meters</li> </ul>	2 hours	On-site training by the ESCO Project Manager, subcontractors and manufacturers' representatives upon completion of ECM installation and commencement of operations. Training will include the review of the scope, equipment and materials included in the O&M manuals and training on maintenance and warranty procedures with the County staff.
<b>Plumbing Systems:</b> <ul style="list-style-type: none"> <li>▶ Plumbing Upgrades</li> </ul>	4 hours Onsite	Training by the ESCO Project Manager and plumbing subcontractor upon completion of plumbing ECMs. Training will include the review of the installed scope, review of As-Built Documentation, review of plumbing materials included in the O&M manuals and training on maintenance and warranty procedures with the County staff.

## **W Form of Bonds**

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**

Know All Men by These Presents, That we, NORESCO, LLC, One Research Drive, Suite 400C, Westborough, MA 01581

as principle, and North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

as surety, are

held and firmly bound unto the County of Cook in the penal sum of Eleven Million Three Hundred Eighty Six Thousand Sixteen and 00/100 Dollars (\$11,386,016.00), lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed, sealed, and delivered this 27<sup>th</sup> day of May A.D. 20 15

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle

entered into a certain contract with the County of Cook, bearing date the day of May, 2015 for

Contract No. 1528-14647-Guaranteed Energy Performance  
Contract Phase II-Installation and Implementation  
Package-1 Corporate Buildings

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550 *et seq.* are hereby incorporated by reference.

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said contract against the County of Cook in any suit arising out of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principle and to said surety, shall be conclusive against said principle and said surety as to both liability and amount.

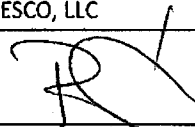
In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

NORESCO, LLC

PRINCIPAL/CONTRACTOR

SEAL

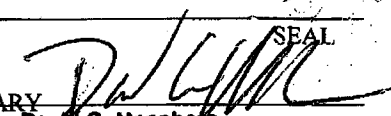
By



Pablo Hernandez  
Vice President - Finance

PRESIDENT

SECRETARY



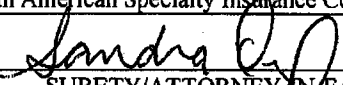
David G. Manherz  
Executive Vice President

North American Specialty Insurance Company

SURETY

SEAL

By



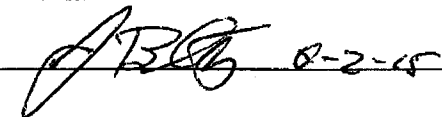
SURETY/ATTORNEY IN FACT  
(ATTACH POWER OF ATTORNEY)  
Sandra Diaz

AMB# 001866

NAIC# 29874

Approved as to form:

By:



Assistant States Attorney

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

ANNETTE LEUSCHNER, VIVIAN CARTI, SANDRA DIAZ, EVANGELINA L. DOMINICK, CYNTHIA FARRELL, JESSICA IANNOTTA, and DEBRA A. DEMING JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of October, 2014.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 3rd day of October, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of 2014.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



**NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
A New Hampshire Corporation**

**BALANCE SHEET AS OF DECEMBER 31, 2014  
(Statutory Basis)**

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	108,808,410	Reserve for Unearned Premiums	6,287,571
Bonds	293,429,658	Reserve for Losses and Loss Adjustment Expenses	34,942,556
Other Invested Assets	80,024,884	Funds Withheld	10,710,249
Other Admitted Assets	65,029,709	Taxes and Other Liabilities	111,129,612
		Surplus	<u>384,220,673</u>
<b>TOTAL ADMITTED ASSETS</b>	<u>547,290,661</u>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<u>547,290,661</u>

The undersigned, being duly sworn, says: That he is Vice President/Treasurer of North American Specialty Insurance Company, Schaumburg, Illinois that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of New Hampshire and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved, July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

  
Edward D. Stys  
North American Specialty Insurance Company

Subscribed and sworn before me,  
this 19 day of March, 2015

  
Notary Public *JUSTICE OF THE PEACE*

