

**CONTRACT FOR WORK  
DOCUMENT NO. 1528-14648**



**COOK COUNTY**

**GURANTEED ENERGY PERFORMANCE CONTRACT  
PACKAGE No. 2**

**PHASE II INSTALLATION AND IMPLEMENTATION**

**COOK COUNTY COURTHOUSES AND HIGHWAY FACILITIES**

**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**

**JUL 01 2015**

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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 the following facilities:

1. 2nd District Courthouse; 5600 Old Orchard Rd, Skokie
2. 3rd District Courthouse; 2121 Euclid Ave., Rolling Meadows
3. 5th District Courthouse; 10220 S. 76<sup>th</sup> St., Bridgeview
4. 6th District Courthouse; 16501 S. Kedzie, Markham
5. District 1 CCHD Maintenance Facility; 2325 N. Meacham Rd., Schaumburg
6. District 2 CCHD Maintenance Facility; 9801 Ballard Rd., Des Plaines
7. District 3 CCHD Maintenance Facility; 901 E. 26<sup>th</sup> St., La Grange Park
8. District 4 CCHD Maintenance Facility; 8900 W. 135<sup>th</sup> St., Orland Park
9. District 5 CCHD Maintenance Facility; 13600 S. Ashland Ave., Riverdale

(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 nine (9) Facilities listed in Section 1.A.

E. [Intentionally left blank]

F. Pursuant to the RFP, the parties entered into Contract No. 1323-13101 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 facilities listed in Section 1.A. for a total of nine (9) buildings, 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 six hundred forty one (641) days from the Notice to Proceed Date and for the entire Project to be ready for Final Acceptance by six hundred seventy one (671) 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. "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 9.1.1.

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 Guarantee Period. The Contract Time combines the Construction and Installation Period and the 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 six hundred seventy one (671) days from the Notice to Proceed. The "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 May 02, 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 six hundred forty one (641) 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 six hundred seventy one (671) 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 \$32,833,401 (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 six hundred forty one (641) 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 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. 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, but estimated to number six (6) full time escorts. 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. 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.

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 9.1.11.

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. [NOTE: ESCO should propose specific language here]

#### 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



Exhibit O	1. Notice to Proceed
Exhibit P	2. Substantial Completion
	3. Final Acceptance
	See Appendix A
	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](http://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 NORESCO, 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@noresco.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)

*[Handwritten Signature]*

Signature

dmannherz@noresco.com

E-mail address

Executive Vice President & CFO

Title

May 6, 2015

Date

508-614-1000

Phone Number

My commission expires:

4/20/2018

Subscribed to and sworn before me  
this 6th day of May, 2015

x *[Handwritten Signature]*

Notary Public Signature

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: NORESCO, 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@noresco.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

---

**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: \$ 32,883,401

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*
--	--	--	----------------------------------

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

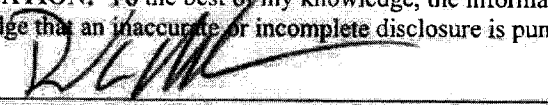
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--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

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.



**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: PCS POWER & COMMUNICATION SERVICES

Address: 279 E. HELEN RD. PALATINE, IL. 60067

E-mail: italia@pcssolutions.com

Contact Person: Edward del Castillo

Phone: (847) 358-8900

Dollar Amount Participation: \$1,089,449.00

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.

3.32%

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

M/WBE Firm: PCS PWR & COMM SERVICES \_\_\_\_\_ Certifying Agency: Cook County  
Address: 279 E. HELEN RD. \_\_\_\_\_ Certification Expiration Date: 1-29-2016  
City/State: PALATINE, IL \_\_\_\_\_ Zip: 60067 \_\_\_\_\_ FEIN #: 04-3762137  
Phone: (847) 358-8900 \_\_\_\_\_ Fax: (847) 358-7730 \_\_\_\_\_ Contact Person: Edward del Castillo \_\_\_\_\_  
Email: italia@pcssolutions.com \_\_\_\_\_ Contract #: 847-358-8900

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 03126 Control System: Complete (for Automatic Temperature Control)

NIGP 91438 Electrical

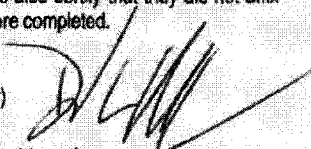
Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

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

**\$1,089, 449.00**

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)   
Print Name Edward del Castillo

Signature (Prime Bidder/Proposer)   
Print Name David G. Mannherz  
Executive Vice President

Firm Name PCS Power + Comm.  
Date 3-24-2015

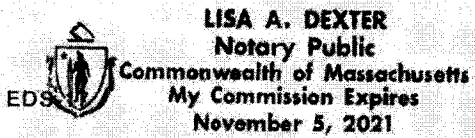
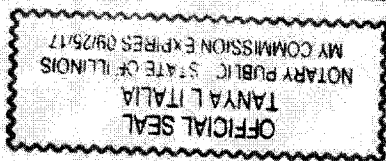
Firm Name NOVESCO, LLC  
Date 4/6/15

Subscribed and sworn before me  
this 27<sup>th</sup> day of March, 20 15  
Notary Public Tanya L Italia

Subscribed and sworn before me  
this 6<sup>th</sup> day of April, 20 15  
Notary Public Lisa A. Dexter

SEAL

SEAL





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

January 29, 2015

Mr. Edward del Castillo  
President  
PCS Power & Communications, Inc.  
d/b/a Kel-Tech Electric Co.  
279 East Helen Road  
Palatine, IL 60067

Annual Certification Expires: January 29, 2016

Dear Mr. del Castillo:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise MBE by Cook County Government. This MBE Certification is valid until January 29, 2020.

As a condition of continued certification during this five (5) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual 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 within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a MBE 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 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.

**CONSTRUCTION: ELECTRICAL-HVAC TEMPERATE CONTROL WIRING, ELECTRICAL INSTALLATION**

Your firm's participation on County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward MBE goals will be given only for work performed 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/ehw

2020

**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
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

LUIS ARROYO, JR.  
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

## Vendor Information



### Vendor Information

**Business Name** PCS Power & Communications Solutions, Inc.  
**Owner** Edward del Castillo  
**Address** 279 East Helen Road  
> [Map This Address](#) Palatine, IL 60067  
**Phone** 847-358-8900 Ext. 16  
**Fax** 847-358-7730  
**Email** [italia@pcssolutions.com](mailto:italia@pcssolutions.com)  
**Website** <http://www.pcssolutions.com>

### Certification Information

**Certifying Agency** Cook County  
**Certification Type** MBE - Minority Business Enterprise  
**Certification Date** 9/28/2012  
**Renewal/Anniversary Date** 9/28/2013  
**Certified Business Description** Electrical: HVAC Temperature Control Wiring, Electrical Installation

### Commodity Codes

NIGP 03126 Control Systems: Complete (For Automatic Temperature Control)  
NIGP 91082 Wiring and Other Electrical Maintenance and Repair Services  
NIGP 91438 Electrical

### Additional Information

---

#### Customer Support

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### 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 **773-209-8868**  
 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**

---

#### 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)**

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: BROWN & MOMEN

Address: 823 E. DREXEL SQUARE DR. CHICAGO, IL. 60615

E-mail: k.jones@brownmomen.com

Contact Person: Ernest Brown Phone: (773) 493-3743

Dollar Amount Participation: \$2,155,682.00

6.56%

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: BROWN & MOMEN, INC. Certifying Agency: CITY OF CHICAGO
Address: 823 E. DREXEL SQUARE DR. Certification Expiration Date:
City/State: CHICAGO, IL Zip 60615 FEIN #: 36-3622637
Phone: (773) 493-3743 Fax: (773) 493-1268 Contact Person: Ernest Brown
Email: kjones@brownmomen.com 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 236220 Commercial building construction general contractors. Highway Facilities, general contracting work which include overhead door installations, misc. mechanical installations and weatherization.

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

\$2,155,682.00

(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) Ernest Brown
Print Name ERNEST BROWN

Firm Name BROWN & MOMEN INC

Date MARCH 25, 2015

Subscribed and sworn before me

this 25th day of March, 2015

Notary Public JERREL ANITA SMITH
Notary Public - State of Illinois
My Commission Expires July 10, 2017

Signature (Prime Bidder/Proposer) David G. Mannherz
Print Name David G. Mannherz
Executive Vice President

Firm Name NIDRESCO, LLC

Date 4/6/15

Subscribed and sworn before me

this 6th day of April, 2015

Notary Public Lisa A. Dexter

SEAL LISA A. DEXTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 5, 2021



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

March 18, 2015

Ernest Brown  
**Brown & Momen Incorporated**  
823 E. Drexel Square Dr.  
Chicago, IL 60615  
E-mail: [kjones@brownmomen.com](mailto:kjones@brownmomen.com)

Dear Ernest Brown:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE)** until **June 30, 2015**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman Jr.", written over a rectangular stamp area.

George Coleman Jr.  
Deputy Procurement Officer

GC/si





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

June 19, 2009

Ernest Brown, President  
**Brown & Momen, Inc.**  
823 East Drexel Square  
Chicago, Illinois 60615

**Annual Certificate Expires:** April 1, 2010  
**Vendor Number:** 1034709

Dear Mr. Brown:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **April 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Carpentry Services; Home Repair; Construction Management;  
General Contractor**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/emc  
Expansion Granted 8/11/09



# CMS

ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

July 7, 2014

Ernest Brown  
Brown & Momen Inc  
823 East Drexel Square  
Chicago, IL 60615-3705

Certification Term Expires: July 7, 2015

Dear Business Owner:

Re: (MBE) Full Certification Approval

Congratulations! We are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities.

Although your full certification is valid for a five-year term until July 7, 2019, you are required to submit an annual Affidavit of No-Change form 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. It is your responsibility to ensure that your firm's certification remains current. 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 this office within 14 business days of such changes. Failure to return the annual No-change Affidavit or notify our office of any changes will result in decertification of your firm.

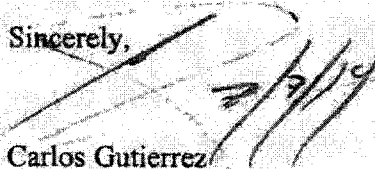
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals 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:

SERVICES, CONCRETE FINISHING  
SERVICES, DRY WALL  
SERVICES, FENCING  
GENERAL CONTRACTING  
SERVICES, WOODWORKING

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,

  
Carlos Gutierrez  
Certification Manager  
Business Enterprise Program

(L13MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper

### Vendor Information

CLOSE WINDOW 

 HELP

#### Vendor Information

Business Name **Brown & Momen Incorporated**  
 Owner **Ernest Brown**  
 Address **823 E. Drexel Square Dr.**  
 > [Map This Address](#) **Chicago, IL 60615**  
 Phone **773-493-3743**  
 Fax **773-493-1268**  
 Email **[kjones@brownmomen.com](mailto:kjones@brownmomen.com)**  
 Website **<http://www.brownmomen.com>**

#### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **3/23/2011**  
 Renewal/Anniversary Date **5/1/2015**  
 Certified Business Description **Carpentry Services; Home Repair; Construction Management**

#### Commodity Codes

NAICS 236220 **Commercial building construction general contractors ([More](#))**  
 NIGP 80954 **Home Construction, Single Family**  
 NIGP 91006 **Carpentry Maintenance and Repair Services**  
 NIGP 91427 **Carpentry**  
 NIGP 95826 **Construction Management Services**

#### Additional Information

Service-Disabled Veteran Business **No**

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#### Customer Support

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

MWBE Firm: COMPREHENSIVE CONST. CONSULTING INC. Certifying Agency: Cook County  
Address: 53 W. Jackson Blvd, SUITE 1201 Certification Expiration Date: April 24, 2015  
City/State: CHICAGO, IL Zip: 60604 FEIN #: 20-8717861  
Phone: (312) 353-3000 Fax: (312) 353-3001 Contact Person: Lynn Dixon  
Email: ldixon@comprehensivecc.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 236220 Project Management

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

\$250,000.00

(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) *Lynn Dixon*  
Print Name Lynn Dixon

Signature (Prime Bidder/Proposer) *David G. Mannherz*  
Print Name David G. Mannherz  
Executive Vice President

Firm Name Comprehensive Construction Consulting, Inc.

Firm Name NOVERCO, LLC

Date March 25, 2015

Date 4/6/15

Subscribed and sworn before me  
this 25<sup>th</sup> day of MARCH, 2015  
Notary Public *Paula J. Patrick*  
SEAL

Subscribed and sworn before me  
this 6<sup>th</sup> day of April, 2015  
Notary Public *Lisa A. Dexter*  
SEAL



EDS-17



LISA A. DEXTER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021



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

JERRY BUTLER  
 3rd District

STANLEY MOORE  
 4th District

DEBORAH SIMS  
 5th District

JOAN PATRICIA MURPHY  
 6th District

JESUS G. GARCIA  
 7th District

LUIS ARROYO, JR.  
 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

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*  
 Lisa Alexander, MCA

Deputy Director

LA





**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)

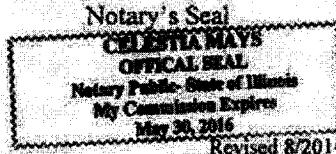
knowledge and belief, the information herein is true and accurate.

Signature *Lynn Dixon* 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



**Vendor Information**

CLOSE WINDOW



HELP

**Vendor Information**

Business Name **Comprehensive Construction Consulting, Inc**

Owner **Ms. Lynn Dixon**

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

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 **Cook County**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **5/12/2015**

Renewal/Anniversary Date **5/12/2016**

Certified Business Description **Construction: Project Management and Professional Engineering Services**

**Commodity Codes**

Code	Description
NAICS 236220	Project Management ( <a href="#">More</a> )
NAICS 54133	Engineering Services ( <a href="#">More</a> )
NAICS 541330	Engineering consulting services ( <a href="#">More</a> )
NAICS 541330	Engineering services ( <a href="#">More</a> )

**Additional Information**

Service-Disabled Veteran Business **No**

**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)**

- 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).

**A. 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:

MBE/WBE Firm: VARIO MECHANICAL LLC

Address: 2503 W. ST. CHARLES RD, BELLWOOD, IL 60104

E-mail: vanderson@variommechanical.com

Contact Person: Virgil Anderson    Phone: (773) 433-0473

Dollar Amount Participation: \$1,909,869.00

Percent Amount of Participation: %

6.06%

\*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: VARIO MECHANICAL LLC \_\_\_\_\_ Certifying Agency: City of Chicago  
Address: 2503 W. ST. CHARLES RD \_\_\_\_\_ Certification Expiration Date: 10/31/16  
City/State: BELLWOOD, IL \_\_\_\_\_ Zip 60104 \_\_\_\_\_ FEIN #: 27-2810350  
Phone: (773) 433-0473 \_\_\_\_\_ Fax: (630) 838-1737 \_\_\_\_\_ Contact Person: Virgil Anderson \_\_\_\_\_  
Email: vanderson@variommechanical.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: Heating, ventilation and air-conditioning (HVAC) contractors

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

\$1,985,889.00

(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)  
Virgil L. Anderson  
Print Name  
Virgil L. Anderson  
Firm Name  
Vario Mechanical, LLC

Signature (Prime Bidder/Proposer)  
Kenneth Capasso  
Print Name  
KENNETH CAPASSO  
Firm Name  
KROESCHELL ENGINEERING

Date  
3/23/15

Date  
MARCH 24, 2015

Subscribed and sworn before me  
this 23 day of March, 2015

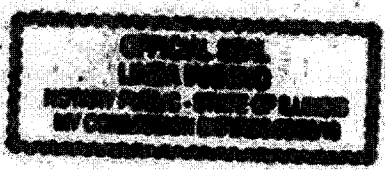
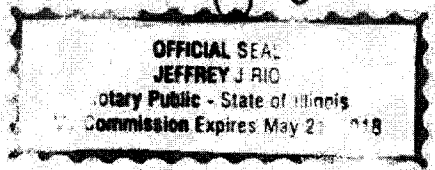
Subscribed and sworn before me  
this 24<sup>th</sup> day of MARCH, 2015

Notary Public  
Jeffrey J. Rio

Notary Public  
Linda Jannone

SEAL

SEAL



EDS-17



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 20 2015

Virgil Anderson  
Vario Mechanical, LLC  
207 South Villa Avenue  
Villa Park, IL 60181

Dear Virgil Anderson:

We are pleased to inform you that **Vario Mechanical, LLC** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **10/31/2016**; 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 **10/31/2015**. 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 **10/31/2016**. 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 **08/31/2016**.

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:

Handwritten initials, possibly "AP", in the bottom right corner of the page.

MAR 20 2015

- 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):**

**238220- Heating, Ventilation, and Air-Conditioning (HVAC) Contractor**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) of 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/fn

## Vendor Information



### Vendor Information

Business Name **Vario Mechanical LLC**  
 Owner **Virgil Anderson**  
 Address **2503 W. St. Charles Rd.**  
 > [Map This Address](#) **Bellwood, IL 60104**  
 Phone **773-433-0473**  
 Fax **630-833-1737**  
 Email **[vanderson@variomechanical.com](mailto:vanderson@variomechanical.com)**  
 Website **<http://www.variomechanical.com>**

### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **3/20/2015**  
 Renewal/Anniversary Date **10/31/2015**  
 Certified Business Description **NAICS 238220 Heating, ventilation and air-conditioning (HVAC) contractors**

### Commodity Codes

NAICS 238220 Heating, ventilation and air-conditioning (HVAC) contractors ([More](#))  
 NAICS 238220 HVAC (heating, ventilation and air-conditioning) contractors ([More](#))

### 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: \$ 701,281.00

Percent Amount of Participation: 3%

2.14%

\*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.



MWBE Firm: ALL TECH ENERGY, INC. Certifying Agency: City of Chicago  
Address: 1000 E. STATE PARKWAY, SUITE C Certification Expiration Date: 05/01/2018  
City/State: SCHAUMBURG, IL Zip 60173 FEIN #: 35-3935029  
Phone: (847) 882-0500 Fax: (847) 882-0800 Contact Person: Kathy Esposito  
Email: lmarcin@alltechenenergy.com 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 238210 Electrical Contractors

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

\$701,281.00

(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 05/04/2015

Signature (Prime Bidder/Proposer) David G. Mannherz  
Print Name David G. Mannherz  
Firm Name NORES CO, LLC  
Date 5/6/15

Subscribed and sworn before me  
this 4th day of May, 2015  
Notary Public Linda P. Marcinkowski

Subscribed and sworn before me  
this 6th day of May, 2015  
Notary Public Sam J. Sargent

SEAL

SEAL



EDS-17



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:

121 NORTH LASALLE STREET ROOM 806 CHICAGO ILLINOIS 60602



- 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

**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: ABBOTT INDUSTRIES INC.

Address: 225 WILLIAMS STREET, BENSENVILLE, IL 60106

E-mail: OFFICE@ABBOTTINDUSTRIES.COM

Contact Person: ~~Dolores Abbott~~ Phone: (630) 595-2320 Contact: **Lori L. Abbott**

Dollar Amount Participation: \$832,340.00

Percent Amount of Participation: % 100% WBE

2.53%

\*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: ABBOTT INDUSTRIES INC. Certifying Agency: City of Chicago  
Address: 225 WILLIAMS STREET Certification Expiration Date: 1/15/2020  
City/State: BENSENVILLE, IL Zip 60106 FEIN #: 36-2820728  
Phone: (630) 595-2320 Fax: (630) 595-2335 Contact Person: ~~Dolores Abbott~~ Lori L. Abbott  
Email: OFFICE@ABBOTTINDUSTRIES.com Contract #: \_\_\_\_\_  
mikee@abbottindustries.com

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 238220 Plumbing, Heating, and Air -Conditioning Contractors

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

\$832,340.00 Net 30  
- Energy efficiency modification to plumbing systems.  
*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*  
- Per Bid Package #2 documents.

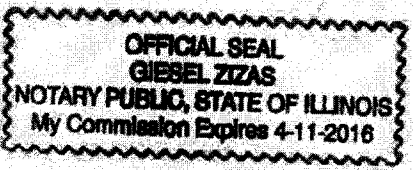
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Signature (M/WBE) *Lori L. Abbott*  
Print Name Lori L. Abbott, President  
Firm Name Abbott Industries, Inc.  
Date 3/24/2015

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 24<sup>th</sup> day of March, 2015.  
Notary Public *Giesel Zizas*  
SEAL Giesel Zizas

Subscribed and sworn before me  
this 6<sup>th</sup> day of April, 2015.  
Notary Public *Lisa A. Dexter*  
SEAL



SEAL **LISA A. DEXTER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**JAN 29 2015**

Delores Abbott & Lori Abbott  
Abbott Industries, Inc.  
225 Williams Street  
Bensenville, IL 60106

Dear Delores Abbott & Lori Abbott:

We are pleased to inform you that **Abbott Industries, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **1/15/2020**; 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 **1/15/2016, 1/15/2017, 1/15/2018, and 1/15/2019**. 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 **1/15/2020**. 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 **11/15/2019**.

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.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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):**

- 238220 - Bathroom plumbing fixture and sanitary ware installation
- 238220 - Boiler, heating, installation
- 238220 - Chilled water system installation
- 238220 - Drain, waste and vent system installation
- 238220 - Drinking fountain installation
- 238220 - Duct work (e.g., cooling dust collection, exhaust, heating, ventilation) installation
- 238220 - Fire sprinkler system installation
- 238220 - Gas line installation, individual hookup, contractors
- 238220 - Heat pump installation
- 238220 - Heating boiler installation
- 238220 - Hot water heating system installation
- 238220 - Hot water tank installation
- 238220 - Kitchen sink and hardware installation
- 238220 - Lawn sprinkler system installation
- 238220 - Plumbers
- 238220 - Plumbing and heating contractors
- 238220 - Plumbing contractors
- 238220 - Plumbing fixture installation
- 238220 - Pumping system, water, installation
- 238220 - Radiant floor heating equipment installation
- 238220 - Sanitary ware installation

JAN 29 2015

Abbott Industries, Inc.

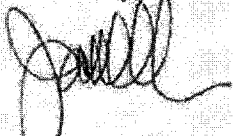
Page 3 of 3

- 238220 - Sewer hook-up and connection, building
- 238220 - Snow melting systems (e.g., hot water, glycol) installation
- 238220 - Solar heating equipment installation
- 238220 - Sump pump installation
- 238220 - Warm air heating system installation
- 238220 - Water heater installation
- 238220 - Water meter installation
- 238220 - Water softener installation
- 238220 - Water system balancing and testing contractors

Your firm's participation on City contracts will be credited only toward **Women-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/dp





## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

**Business Name** Abbott Industries, Inc., DBA none  
**Owner** Delores Abbott  
**Address** 225 William Street  
> [Map This Address](#) Bensenville, IL 60106-3324  
**Phone** 630-595-2320   
**Fax** 630-595-2335   
**Email** [OFFICE@ABBOTTINDUSTRIES.COM](mailto:OFFICE@ABBOTTINDUSTRIES.COM)

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** WBE - Women Business Enterprise  
**Certification Date** 1/29/2015  
**Renewal/Anniversary Date** 1/15/2016  
**Certified Business Description** NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors

### Commodity Codes

NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors ([More](#))

### Additional Information

**Service-Disabled Veteran Business** No

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### Customer Support

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COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: TELEPLUS, INC. Certifying Agency: Cook County Government  
Address: 724 W. RACQUET CLUB DRIVE Certification Expiration Date: March 14, 2016  
City/State: ADDISON, IL Zip: 60601 FEIN #: 36-3835932  
Phone: (630) 543-3066 Fax: (630) 543-3075 Contact Person: Debra Naybar  
Email: dnaybar@telepluscom.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 238210 Electrical Contractors

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

\$1,511,291.00

*(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]

Signature (Prime Bidder/Proposer) [Signature]

Print Name DEBRA NAYBAR

Print Name David G. Mannherz  
Executive Vice President

Firm Name TelePlus, Inc.

Firm Name NDRESCO, LLC

Date March 31, 2015

Date 4/6/15

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

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

this 31 day of March, 20 15.

this 6 day of April, 20 15.

Notary Public [Signature]

Notary Public [Signature]

SEAL



SEAL



**LISA A. DEXTER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021

EDS-17



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
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

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALY  
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 DODDY GORMAN  
17th District

January 15, 2015

Ms. Debra Naybar  
President  
Teleplus, Inc.  
724 West Racquet Club Drive  
Addison, IL 60101-4318

JAN 22 2015

Annual Certification Expires: March 14, 2016

Dear Ms. Naybar:

Congratulations on your continued eligibility for Certification as a Woman Business Enterprise (WBE) by Cook County Government. This WBE Certification is valid until March 14, 2016.

As a condition of continued Certification, you must file a "Re-Certification Affidavit" within sixty (60) days prior to the date of annual 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 within fifteen (15) business days of such change.

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 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:

**COMMUNICATIONS: LOW VOLTAGE TELECOMMUNICATION CONTRACTOR;  
ELECTRICAL, CLOSED CIRCUIT TELEVISION (CCTV), CARD ACCESS**

Your firm's participation on 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, credited toward WBE goals will be given only for work performed 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/ehw

2016

### Vendor Information

CLOSE WINDOW 

 HELP

#### Vendor Information

Business Name **Teleplus, Inc.**  
 Owner **Ms. Debra L Naybar**  
 Address **724 W. Racquet Club Drive**  
 > [Map This Address](#) **Addison, IL 60101-4318**  
 Phone **630-543-3066**  
 Fax **630-543-3075**  
 Email **[dnaybar@telepluscom.com](mailto:dnaybar@telepluscom.com)**  
 Website **<http://www.telepluscom.com>**

#### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **10/17/2013**  
 Renewal/Anniversary Date **6/1/2014**  
 Certified Business Description **NAICS 238210 Electrical contractors**  
**NAICS 238210 Electrical wiring contractors**

#### Commodity Codes

NAICS 238210 **Electrical contractors** ([More](#))  
 NAICS 238210 **Electrical wiring contractors** ([More](#))

#### 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)**

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: CT MECHANICAL

Address: 1070 N. GARFIELD, LOMBARD, IL 60148

E-mail: ctjaga@ctmechanicalwbe.com

Contact Person: Catherine Tojaga Phone: (630) 227-1700

Dollar Amount Participation: \$243,890.00

Percent Amount of Participation: %

0.74%

\*Letter of Intent attached? Yes X  
\*Letter of Certification attached? Yes X

No \_\_\_\_\_  
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: CT MECHANICAL Certifying Agency: WBE NC  
Address: 1070 N. GARFIELD Certification Expiration Date: 5/31/2016  
City/State: LOMBARD, IL ZIP: 60148 FEIN #: \_\_\_\_\_  
Phone: (630) 227-1700 Fax: (847) 483-1370 Contact Person: \_\_\_\_\_  
Email: ctsaga@ctmechanicalwbe.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 238220 Plumbing, Heating, and Air-Conditioning Contractors

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

\$243,890.00

(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 Services/Supply and Fee/Cost were completed.

Signature (M/WBE)  
Louis Carrif  
Print Name  
CT Mechanical  
Firm Name  
3/24/15  
Date

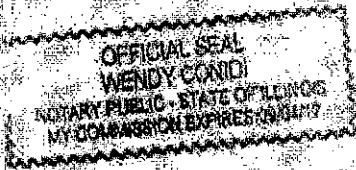
Signature (Prime Bidder/Proposer)  
Kenneth Camasso  
Print Name  
KENNETH CAMASSO  
Firm Name  
KROESCHELL ENGINEERING  
Date  
MARCH 24, 2015

Subscribed and sworn before me  
this 21 day of March 2015  
Notary Public [Signature]

Subscribed and sworn before me  
this 24 day of March 2015  
Notary Public [Signature]

SEAL

SEAL



EDS-17



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 17 2014

Ms. Catherine Tojaga  
CT Mechanical, LLC.  
1070 N. Garfield  
Lombard, IL 60148

Dear Ms. Tojaga:

We are pleased to inform you that CT Mechanical, LLC. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 2/1/2017; 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 2/1/2015, and 2/1/2016. 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 2/1/2017. 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 12/1/2016.

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):**

**238220 – Plumbing, HVAC Contractors**

**541330 – Engineering Services**

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 Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Janlie L. Rhee  
Chief Procurement Officer



JLR/cm

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

**Business Name** CT Mechanical, LLC  
**Owner** Catherine Tojaga  
**Address** 1070 N Garfield  
> [Map This Address](#) Lombard, IL 60148  
**Phone** 630-227-1700  Ext. 101  
**Fax** 847-483-1370   
**Email** [ctoiaga@ctmechanicalwbe.com](mailto:ctoiaga@ctmechanicalwbe.com)  
**Website** <http://www.ctmechanicalwbe.com>

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** WBE - Women Business Enterprise  
**Certification Date** 1/29/2015  
**Renewal/Anniversary Date** 2/1/2016  
**Certified Business Description** Plumbing, Heating, and Air-Conditioning Contractors; Engineering Services

### Commodity Codes

NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors ([More](#))  
NAICS 541330 Engineering services ([More](#))

### Additional Information

**Service-Disabled Veteran Business** No

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### Customer Support

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hereby grants

# National Women's Business Enterprise Certification

to

## CT Mechanical LLC

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.

*Emilia DiMenco*

Authorized by Emilia DiMenco, President & CEO  
Women's Business Development Center - Chicago



Expiration Date: 05/31/2016  
WBENC National Certificate Number: 2005118167

NAICS Codes: 238220, 541330

UNSPSC Codes: 72151200, 72151201, 72151205, 72151206, 72151204



**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: CODE ENGINEERING

Address: 2021 MIDWEST RD. SUITE 200, OAKBROOK, IL. 60523

E-mail: code.sim@comcast.net

Contact Person: Sim Dawson Phone: (847) 953-8586

Dollar Amount Participation: \$1,027,228.00

Percent Amount of Participation: %

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

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

Attach additional sheets as needed.

3.13%

\*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: 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 238210 Electrical Contractors and Other Wiring Installation Contractors

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

1,027,228.00

(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

Signature (Prime Bidder/Proposer) [Signature]
Print Name: David G. Mannherz
Executive Vice President

Firm Name: CODE ENGINEERING SERVICES

Firm Name: NORESKO, LLC

Date: 3/24/15

Date: 4/6/15

Subscribed and sworn before me

Subscribed and sworn before me

this 24 day of March, 2015.

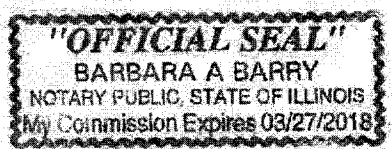
this 6th day of April, 2015.

Notary Public: Barbara A. Barry

Notary Public: Lisa A. Dexter

SEAL

SEAL



LISA A. DEXTER
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 handwritten signature or initials 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 Writing 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 *RB*  
Chief Procurement Officer

JLR/do

*Handwritten initials*

### Vendor Information



#### 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 96603 **Bar Code Printing**  
 NIGP 99829 **Computers, Parts and Supplies, Sale of Surplus and Obsolete Items**

#### Additional Information

Service-Disabled Veteran Business **No**

[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: MZI GROUP INC.

Address: 2251 W. GRAND AVE. CHICAGO, IL. 60612

E-mail: amiller.mzigroup.com

Contact Person: Arthur Miller Phone: (312) 492-8740

Dollar Amount Participation: \$1,475,562.00

Percent Amount of Participation:  4.49%

\*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: MZI GROUP INC. \_\_\_\_\_ Certifying Agency: City of Chicago  
Address: 2251 W. GRAND AVE. \_\_\_\_\_ Certification Expiration Date: 6/01/2019  
City/State: CHICAGO, IL. \_\_\_\_\_ Zip 60612 \_\_\_\_\_ FEIN #: 36-4308632  
Phone: (312) 492-8740 \_\_\_\_\_ Fax: (312) 492-8741 \_\_\_\_\_ Contact Person: Arthur Miller \_\_\_\_\_  
Email: amiller@mzigroup.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 238210 Electrical Contractors

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

\$1,475,562.00

*(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

AM

Print Name

David G. Mannherz  
Executive Vice President

Firm Name

mzi Group, Inc.

Firm Name

NOZESCO, LLC

Date

3/27/2015

Date

4/6/15

Subscribed and sworn before me

Subscribed and sworn before me

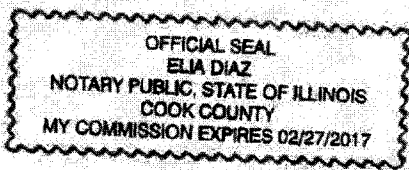
this 27 day of March, 20 15.

this 6<sup>th</sup> day of April, 20 15.

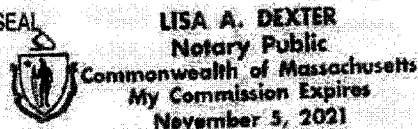
Notary Public Elia Diaz

Notary Public Lisa A. Dexter

SEAL



SEAL







DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JUN 27 2014

Arthur Miller  
MZI Building Services, Inc.  
2251 West Grand Avenue  
Chicago, IL 60612

Dear Mr. Miller:

We are pleased to inform you that MZI Building Services, Inc. has been recertified as a **Minority-Owned Business Enterprise (MBE)** by the City of Chicago ("City"). This MBE 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.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature or initials in the bottom right corner of the page.

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):**

**238210 – Electrical Contractors and Other Wiring Installation Contractors**

**236210 – Industrial Building Construction**

**561790 – Other Services to Building and Dwelling**

**236220 – Commercial and Institutional Building Construction**

**237130 – Power and Communication Line And Related Structures Construction**

**238220 – Mechanical Contractors**

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) Program.

Sincerely,

  
Jamie L. Rhee <sup>Q3</sup>  
Chief Procurement Officer

JLR/sm

### Vendor Information

CLOSE WINDOW 

 HELP

#### Vendor Information

Business Name **MZI Building Services**

Owner **Arthur Miller**

Address **2251 W. Grand Avenue**  
 > [Map This Address](#) **Chicago, IL 60612**

Phone **312-492-8740**

Fax **312-492-8741**

Email **[amiller@mzigroup.com](mailto:amiller@mzigroup.com)**

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

#### Certification Information

Certifying Agency **City of Chicago**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **11/8/2012**

Renewal/Anniversary Date **10/1/2014**

Certified Business Description **Maintenance Services, Building (Not Otherwise Classified);Project Management Services;Project Management;Project Management;Electrical contractors**

#### Commodity Codes

NAICS 238210 **Electrical contractors [\(More\)](#)**

NIGP 20868 **Project Management**

NIGP 20969 **Project Management**

NIGP 91052 **Maintenance and Repair Services, Building (Not Otherwise Classified)**

NIGP 95826 **Construction Management Services**

NIGP 95977 **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)**

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: Quantum Crossings, LLC.

Address: 111 E. Wacker Drive, Suite 990 Chicago, IL 60601

E-mail: martinez@quantumcrossings.com

Contact Person: Roger Martinez Phone: (312) 467-0065

Dollar Amount Participation: \$1,460,447.00

Percent Amount of Participation: %

4.25%

\*Letter of Intent attached? Yes X  
\*Letter of Certification attached? Yes X

No \_\_\_\_\_  
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: QUANTUM CROSSINGS, LLC. \_\_\_\_\_ Certifying Agency: Cook County  
Address: 111 E. WACKER DRIVE, SUITE 990 \_\_\_\_\_ Certification Expiration Date: 4-20-2015  
City/State: CHICAGO, IL. \_\_\_\_\_ Zip 60601 \_\_\_\_\_ FEIN #: 36-4456428  
Phone: (312) 467-0065 \_\_\_\_\_ Fax: (312) 467-0340 \_\_\_\_\_ Contact Person: Roger Martinez \_\_\_\_\_  
Email: rmartinez@quantumcrossings.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 238210 Electrical Contractors

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

\$1,460,447.00

(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 Roger J. Martinez

Print Name David G. Mannherz  
Executive Vice President

Firm Name Quantum Crossings, LLC

Firm Name NOZESCO, LLC

Date 3-27-15


Date 4/6/15

Subscribed and sworn before me

Subscribed and sworn before me

this 27<sup>th</sup> day of March, 20 15.

this 6<sup>th</sup> day of April, 20 15.

Notary Public 

Notary Public 



SEAL  
**LISA A. DEXTER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021



**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS S. GARCIA  
7th District

LUIS ARROYO, JR.  
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 A. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

March 18, 2015

Mr. Roger Martinez, President  
Quantum Crossings, LLC  
111 E. Wacker Drive, Suite 990  
Chicago, IL 60601

**Re: Cook County MBE Certification Extension**

Dear Mr. Martinez:

Please be advised that your status as a certified *Minority Business Enterprise (MBE)* has been extended until April 20, 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** Quantum Crossings, LLC  
**Owner** Mr. Roger Martinez  
**Address** 111 E. Wacker Drive  
 > [Map This Address](#) Suite 990  
 Chicago, IL 60601  
**Phone** 312-467-0065   
**Fax** 312-467-0340   
**Email** [rmartinez@quantumcrossings.com](mailto:rmartinez@quantumcrossings.com)  
**Website** <http://www.quantumcrossings.com>

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** MBE - Minority Business Enterprise  
**Certification Date** 11/2/2012  
**Renewal/Anniversary Date** 10/1/2013  
**Certified Business Description** NETWORKING SERVICES; TELECOMMUNICATIONS MANAGEMENT SERVICES; Telecommunications Services (Not Otherwise Classified); Telecommunications Consulting; Communication Boards: Fax, Modem (Internal), Network; Communications: Networking, Linking, etc.; Electrical

### Commodity Codes

NAICS 237130 Construction management, power and communication transmission line ([More](#))  
 NAICS 238210 Communication equipment installation ([More](#))  
 NAICS 238210 Computer and network cable installation ([More](#))  
 NAICS 238210 Electric contracting ([More](#))  
 NAICS 238210 Electrical contractors ([More](#))  
 NAICS 238210 Electrical wiring contractors ([More](#))  
 NAICS 238210 Telecommunications equipment and wiring (except transmission line) installation contractors ([More](#))  
 NAICS 541512 Computer Systems Design Services ([More](#))  
 NAICS 541512 Network systems integration design services, computer ([More](#))  
 NAICS 541513 Computer systems facilities (i.e., clients' facilities) management and operation services ([More](#))  
 NAICS 541618 Telecommunications management consulting services ([More](#))

### Additional Information

**Service-Disabled Veteran Business** No

**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: ASC WINDOW CORPORATION

Address: 7649 S. RACINE AVE. CHICAGO, IL 60620

E-mail: ascwindow1@sbcglobal.net

Contact Person: Trevor Smith Phone: (773) 463-7676

Dollar Amount Participation: \$123,170.00

0.37%

Percent Amount of Participation: 5%

\*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: ASC WINDOW Certifying Agency: City of Chicago  
Address: 7649 S. RACINE, AVE. Certification Expiration Date: 6/15/2015  
City/State: CHICAGO, IL. Zip 60620 FEIN #: 36-3668351  
Phone: (773) 483-7676 Fax: (773) 483-6754 Contact Person: Trevor Smith  
Email: ascwindow1@sbcglobal.net 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: N/A

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

NAICS 238350 Door and window, prefabricated, insulation (Door and Window weatherization)

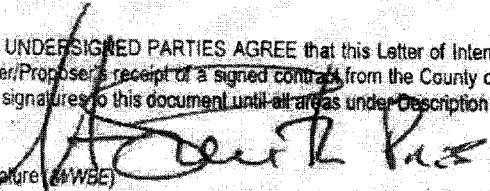
Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$123,170.00

*(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 Trevor Smith President

Print Name David G. Mannherz Executive Vice President

Firm Name ASC Window Corporation

Firm Name NORESKO, LLC

Date 4/1/15

Date 4/6/15

Subscribed and sworn before me

Subscribed and sworn before me

this 1<sup>st</sup> day of April, 20 15

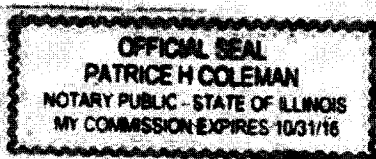
this 6<sup>th</sup> day of April, 20 15


Notary Public Patricia H. Coleman

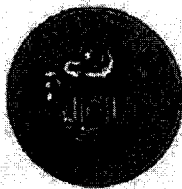
Notary Public Lisa A. Dexter

SEAL

SEAL



EDS-17  **LISA A. DEXTER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 5, 2021



**DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO**

March 12, 2015

Trevor Smith  
**ASC Window Corporation**  
7649 S. Racine Ave.  
Chicago, IL 60620  
E-mail: [ascwindow1@sbcglobal.net](mailto:ascwindow1@sbcglobal.net)

Dear Trevor Smith:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE)** until **June 15, 2015**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman Jr.", with a long horizontal line extending to the right.

George Coleman Jr.  
Deputy Procurement Officer

GC/sl

## Vendor Information

CLOSE WINDOW X

HELP

### Vendor Information

Business Name **ASC Window Corporation**  
 Owner **Trevor Smith**  
 Address **7649 S. Racine Ave.**  
 > [Map This Address](#) **Chicago, IL 60620**  
 Phone **773-483-7676**  
 Fax **773-483-6754**  
 Email **[ascwindow1@sbcglobal.net](mailto:ascwindow1@sbcglobal.net)**

### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **6/20/2012**  
 Renewal/Anniversary Date **6/1/2014**  
 Certified Business Description **Door and window, prefabricated, installation; Finish carpentry; Window screens, metal frame, manufacturing**

### Commodity Codes

NAICS 238350 **Door and window, prefabricated, installation ([More](#))**  
 NAICS 238350 **Finish carpentry ([More](#))**  
 NAICS 332321 **Window screens, metal frame, manufacturing ([More](#))**

### Additional Information

Service-Disabled Veteran Business **No**

### Customer Support

[Print This Page](#)

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

M/WBE Firm: ASC WINDOW \_\_\_\_\_ Certifying Agency: City of Chicago  
Address: 7649 S. RACINE AVE. \_\_\_\_\_ Certification Expiration Date: 6/15/2015  
City/State: CHICAGO, IL \_\_\_\_\_ Zip 60620 \_\_\_\_\_ FEIN #: 36-3668351  
Phone: (773) 483-7676 \_\_\_\_\_ Fax: (773) 483-6754 \_\_\_\_\_ Contact Person: Trevor Smith  
Email: ascwindow1@sbcglobal.net \_\_\_\_\_ 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: N/A

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

NAICS 238350 Door and window, prefabricated, insulation

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

\$350,000.00

*(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]  
Print Name Trevor Smith President

Signature (Prime Bidder/Proposer) [Signature]  
Print Name Eric Lee Eric Lee Pres.

Firm Name ASC Window Corporation

Firm Name Leeco Construction, Inc.

Date 4/1/15

Date 4/1/15

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

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

this 1st day of April, 20 15

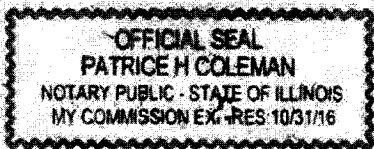
this 1st day of Apr. 1, 20 15

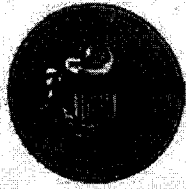
Notary Public [Signature]

Notary Public [Signature]

SEAL

SEAL





**DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO**

March 12, 2015

Trevor Smith  
**ASC Window Corporation**  
7649 S. Racine Ave.  
Chicago, IL 60620  
E-mail: [ascwindow1@sbcglobal.net](mailto:ascwindow1@sbcglobal.net)

Dear Trevor Smith:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE)** until **June 15, 2015**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman Jr.", with a long horizontal line extending to the right.

George Coleman Jr.  
Deputy Procurement Officer



GC/sl

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

**Business Name** ASC Window Corporation  
**Owner** Trevor Smith  
**Address** 7649 S. Racine Ave.  
> [Map This Address](#) Chicago, IL 60620  
**Phone** 773-483-7676   
**Fax** 773-483-6754   
**Email** [ascwindow1@sbcglobal.net](mailto:ascwindow1@sbcglobal.net)

### Certification Information

**Certifying Agency** City of Chicago  
**Certification Type** MBE - Minority Business Enterprise  
**Certification Date** 6/20/2012  
**Renewal/Anniversary Date** 6/1/2014  
**Certified Business Description** Door and window, prefabricated, installation; Finish carpentry; Window screens, metal frame, manufacturing

### Commodity Codes

NAICS 238350 Door and window, prefabricated, installation ([More](#))  
NAICS 238350 Finish carpentry ([More](#))  
NAICS 332321 Window screens, metal frame, manufacturing ([More](#))

### Additional Information

**Service-Disabled Veteran Business** No

---

### Customer Support

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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 \_\_\_\_\_

Date March 30, 2015  
Subscribed and sworn before me Shelton Solutions Inc.

this 30 day of March, 2015  
Notary Public Lucille Latko

SEAL


Signature (Prime Bidder/Proposer) *David G. Mannherz*  
Print Name David G. Mannherz  
Firm Name NORES CO, LLC

Date 4/6/15  
Subscribed and sworn before me \_\_\_\_\_

this 6<sup>th</sup> day of April, 2015  
Notary Public Lisa A. Dexter

SEAL



EDS-17  LISA A. DEXTER  
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. Rhoads  
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., DBA 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** City of Chicago  
**Certification Type** MBE - Minority Business Enterprise  
**Certification Date** 8/1/2014  
**Renewal/Anniversary Date** 8/1/2015  
**Certified Business Description** NAICS 541350 Energy efficiency inspection services  
NAICS 541611 General management consulting services  
NAICS 541690 Energy consulting services

**Commodity Codes**

Code	Description
NAICS 541611	General management consulting services ( <a href="#">More</a> )
NAICS 541690	Energy consulting services ( <a href="#">More</a> )

**Additional Information**

**Service-Disabled Veteran Business** No

**Customer Support**

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**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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Abbott Industries, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lori Abbott
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): office@abbottindustries.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 225 Williams Street
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Bensenville, IL 60106
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 630-595-2320 / 630-595-2335
Estimated Start and Completion Dates (Contractor): 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor): 10/15/15 - 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>
Water Conservation/plumbing fixture upgrades	\$832,340.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	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@noresko.com	Email Address (Subcontractor): lmarcin@alltechenergy.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 1000 East 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) 838-9988	Telephone and Fax (Subcontractor) 847-882-0500 / 847-882-0800
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 7/1/15 - 12/30/16

**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>
Lighting Retrofits, EV charging stations, and misc. electrical	\$701,281.00

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>
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<input type="radio"/> Check Complete

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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: ASC Window Corp.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Trevor Smith
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): ascwindow1@sbcglobal.net
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 7649 S. Racine Ave.
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60620
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 838-9988	Telephone and Fax (Subcontractor) 773-483-7676 / 773-483-6754
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 11/1/15 - 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>
Window replacements - subtier to Leeco Window	\$360,000.00

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
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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Brown & Momen
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ernest Brown
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): kjones@brownmomen.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 823 E. Drexel Square Dr.
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60615
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 773-493-3743 / 773-493-1268
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 6/15/15 - 3/31/16

**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>
Weatherization, OH Doors, SolarWall, new heating systems, general contracting	\$2,155,682.00

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

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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be <b>Code Engineering</b> <b>added or substitute:</b>
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sim Dawson
Email Address (Contractor): rsmudde@noresko.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) 630-953-8586 / 630-789-8933
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 8/1/15 - 12/30/16

**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>
Lighting retrofits and miscellaneous electrical	\$1,027,228.00

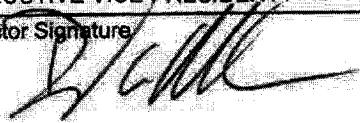
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant 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

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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	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@noresko.com	Email Address (Subcontractor): ldixon@comprehensivecc.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 53 W. Jackson Blvd., Suite 1201
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60604
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 312-353-3000 / 312-353-3001
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 7/1/15 - 2/1/17

**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>
Project Management	\$250,000.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: CT Mechanical
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Catherine Tojaga
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): ctojaga@ctrmechanicalwbe.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 1070 N. Garfield
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Lombard, IL 60148
Telephone and Fax (Contractor): Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 630-227-1700 / 847-483-1370
Estimated Start and Completion Dates (Contractor): 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor): 9/1/15 - 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>
Mechanical/HVAC systems - subtier to Kroeschell Engineering	\$243,890.00

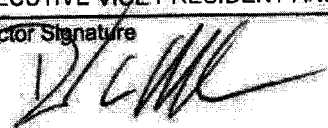
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant 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>
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<input type="radio"/> Check Complete

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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: DeKalb Mechanical
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Steve Doonan
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): sdoonan@dekalbmechanical.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 339 Wurlitzer Dr.
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): DeKalb, IL 60115
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 815-756-6528 / 815-756-6529
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	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>
Geothermal well field design and installation	\$746,950.00

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 type="radio"/> Check Complete

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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Earth Wind & Solar Energy LLC
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: John Caravette
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): john@earthwindandsolarenergy.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 2350 W. Grand Avenue
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60612
Telephone and Fax (Contractor) Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 847-602-8696 / 312-239-3769
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 9/1/15 - 12/30/16

**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>
Solar Photovoltaic Arrays - scope TBD	TBD

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

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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	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: Walt 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) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 847-274-7206 /
Estimated Start and Completion Dates (Contractor): 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor): 9/1/15 - 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>
Building automation devices and programming	\$1,329,419.00

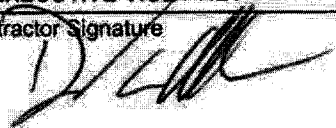
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant 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
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Bid/RFP/RFQ No.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Kroeschell Engineering Co.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ryan Powers
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): ryan.powers@kroeschell.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 3222 North Kennicott Avenue
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Arlington Heights, IL 60004
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 312-649-3696 / 312-337-1944
Estimated Start and Completion Dates (Contractor): 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor): 8/1/15 - 12/31/16

**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/HVAC systems	\$4,634,292.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Leeco Construction, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Eric Lee
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): midwin44@aol.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 106 S. Chestnut
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Onarga, IL 60955
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor): 815-471-7712 /
Estimated Start and Completion Dates (Contractor): 6/1/15 - 2/17/17	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>
Window replacements	\$1,306,863.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESCO	Subcontractor/Supplier/ Subconsultant to be added or substitute: MZI Group, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Arthur Miller
Email Address (Contractor): rsmudde@noresco.com	Email Address (Subcontractor): amiller@mzigroup.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 2251 W. Grand Avenue
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60612
Telephone and Fax (Contractor): Phone: (508) 614-1000 / Fax: (508) 836-9888	Telephone and Fax (Subcontractor): 312-492-8740 / 312-492-8741
Estimated Start and Completion Dates (Contractor): 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor): 10/1/15 - 12/30/16

**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>
Lighting retrofits and miscellaneous electrical	\$1,475,562.00

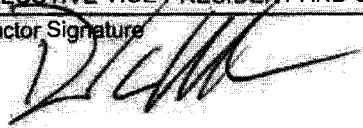
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant 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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: PCS Power & Communication Services
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Edward del Castillo
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): italia@pcssolutions.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 279 E. Helen Road
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Palatine, IL 60067
Telephone and Fax (Contractor) Phone: (508) 814-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 847-358-8900 / 847-358-7730
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 9/1/15 - 2/1/17

**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>
Power and wiring for building automation controls	\$1,089,449.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Quantum Crossing
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Roger Martinez
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): rmartinez@quantumcrossings.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 111 E. Wacker Drive
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9898	Telephone and Fax (Subcontractor) 312-467-0065 / 312-467-0340
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 12/1/15 - 12/30/16

**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>
Lighting retrofits and miscellaneous electrical	\$1,460,447.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	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) 838-9988	Telephone and Fax (Subcontractor) 773-209-6868 / 312-577-0831
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 6/1/15 - 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>
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

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Teleplus, Inc.
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Debra Naybar
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): dnaybar@teleplus.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 724 W. Racquet Club Drive
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Addison, IL 60101
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 836-9988	Telephone and Fax (Subcontractor) 630-543-3066 / 630-543-3075
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 9/1/15 - 12/30/16

**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>
Lighting retrofits and miscellaneous electrical	\$1,511,291.00

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.: 1328-13101	Date: May 5, 2015
Total Bid or Proposal Amount: \$32,833,402	Contract Title:
Contractor: NORESKO	Subcontractor/Supplier/ Subconsultant to be added or substitute: Vario Mechanical LLC
Authorized Contact for Contractor: Ray Smudde	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Virgil Anderson
Email Address (Contractor): rsmudde@noresko.com	Email Address (Subcontractor): vanderson@variomechanical.com
Company Address (Contractor): One Research Drive, Suite 400C	Company Address (Subcontractor): 2503 W. St. Charles Rd
City, State and Zip (Contractor): Westborough, MA 01581	City, State and Zip (Subcontractor): Bellwood, IL 60104
Telephone and Fax (Contractor) Phone: (508) 614-1000 / Fax: (508) 636-9988	Telephone and Fax (Subcontractor) 773-433-0473 / 630-833-1737
Estimated Start and Completion Dates (Contractor) 6/1/15 - 2/17/17	Estimated Start and Completion Dates (Subcontractor) 9/1/15 - 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>
Mechanical/HVAC systems - subtier to Kroeschell Engineering	\$1,989,889.00

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

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**

NORESCO, LLC  
\_\_\_\_\_  
LLC Name

David G. Mannherz   
\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

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

508-614-1000 dmannherz@noresco.com  
\_\_\_\_\_  
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

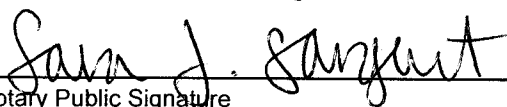
\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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

My commission expires: 4/20/2018

  
\_\_\_\_\_  
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 NORESCO, 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 NORESCO, 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 NORESCO, 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

1528-14648

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OR

JUL 01 2015

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_ COM \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 32,833,401.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

*James Belet*

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
L	Insurance Requirements and Certificates
M	Required Maintenance by County
N	Certificate Forms Notice to Proceed Substantial Completion Final Acceptance
O	See Appendix A
P	Supplemental County Conditions Prevailing Wage Provisions
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

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**FINANCE COMMITTEE MEETING OF JUNE 30, 2015**

15-2706 PROPOSED CONTRACT AMENDMENT NORESCO, LLC Des Plaines, Illinois

15-3644 PROPOSED CONTRACT NORESCO, LLC. Des Plaines, Illinois

15-3658 PROPOSED CONTRACT NORESCO, LLC, Des Plaines, Illinois

15-3597 PROPOSED LICENSE AGREEMENT NORESCO, LLC Des Plaines, Illinois

---

**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

# EXHIBIT A

Board of Commissioners

BOARD AGENDA

June 10, 2015

## 15-3658

**Presented by:** PHIL BOOTHBY, Director, Office of Capital Planning and Policy

### PROPOSED CONTRACT

**Department(s):** Department of Capital Planning & Policy

**Vendor:** NORESKO, 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:** \$32,833,401.00

**Contract period:** ~~6/17/2015-4/20/2037~~ 7/8/2015 - 5/2/2037

**Potential Fiscal Year Budget Impact:** FY 2015 \$7,633,695.00, FY 2016 \$21,091,753.00, FY2017 \$4,107,955.00

**Accounts:** 1619

**Contract Number(s):** 1528-14648

#### 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. NORESKO, LLC was selected based on established evaluation criteria. Phase I provided for a comprehensive investment grade audit (IGA) for the County suburban courthouses (Bridgeview, Skokie, Markham, and Rolling Meadows) and highway maintenance facilities (Districts 1, 2, 3, 4, and 5.) The IGA was completed in December 2014.

This is Phase 2, installation and implementation, of a Guaranteed Energy Savings Performance Contract at 9 County facilities. 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 53% and water 27% 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 savings from the energy conservation measures.

**B** **List of Energy Conservation  
Measures (ECMs) & Facilities,  
Utility Meters, and Design  
Document Submittals**

# EXHIBIT B

## List of Energy Conservation Measures and Facilities, Utility Meters and Design Document Submittals

The following tables indicate the ECMs to be installed by the ESCO at each Facility included in this Contract.

Table 1: Courthouse Building ECM matrix

ECM No.	COURTHOUSE ECMs	Skokie Courthouse	Rolling Meadows Courthouse	Bridgeview Courthouse	Markham Courthouse
C1	Ground Source Heat Pump (GSHP)	X			
C2	Boiler (and DHW) Replacement	(incl. in GSHP)	X	X	X
C3	Chiller Replacement	(incl. in GSHP)	X	X	X
C4	New AHU Fans & VFDs	X			
C6	Control System Upgrades	X	X	X	X
C7	LED Lighting Upgrades Interior & Exterior	X	X	X	X
C8	Water Conservation	X	X	X	X
C9	Building Weatherization	X	X	X	X
C10	Window Replacement	X			
C11	Solar Photovoltaic		X	X	X
C12	Electric Vehicle (EV) Charging Stations	X	X	X	X
C13	Demand Curtailment Services	X	X	X	X



Table 2: Highway Maintenance Facility ECM matrix

ECM No.	HIGHWAY ECMs	Schaumburg Highway	Des Plaines Highway	La Grange Highway	Orland Park Highway	Riverdale Highway
H1	Heating System Upgrades			X	X	
H2	RTU Replacement		X			
H3	New Highway Building Controls	X	X	X	X	X
H4	LED Lighting Upgrades Interior & Exterior	X	X	X	X	X
H5	Water Conservation	X	X	X	X	X
H6	OH Doors & Controls	X	X		X	X
H7	Building Weatherization	X	X	X	X	X
H9	Solar Thermal Wall	X	X		X	X
H10	Electric Vehicle Charging Stations		X		X	
H11	N2 Tire Fill Stations	X	X	X	X	X

The following table is a list of electric, natural gas, and water meters for the Facilities included in this Contract.

Table 3: Electric meters by building for the Facilities

Buildings	Account Number	Electric Meters
Skokie Courthouse	0107478008	145020708 145020729 145022286 145022287 145022288 197193479
Rolling Meadows Courthouse	0354498007	145000339 145000356 145000357 145000358 145000360 145000362
Bridgeview Courthouse	0474361003	145000364 145000381 145000384 145000517 145019203 097144872 097144970 097148923 097148985 097149078 097163171 097183899 145000532 145019173 145019175 145000127
Markham Courthouse	0870190006	097183772 145000366 145000370 145000371 145000372 145000374 145000376 145000380 145000385 145000388 145000389 145000460
Schaumburg Highway	4911288003	141368154 141663465
Des Plaines Highway	3548811000	141516295 141535296 141602845
La Grange Highway	5161495008	141391576 141478025
Orland Park Highway	0640128007	141619548 141702561 141714486
Riverdale Highway	9855481005	141536758

Table 4: Natural Gas meters by building for the Facilities

Buildings	Account Number		Natural Gas Meters	
Schaumburg Highway	39-84-66-0000 3		3776497	
Des Plaines Highway	44-51-75-0000 3	62-83-74-0000 1	4141122	3858519
La Grange Highway	19-53-18-0000 1		2794003	
Orland Park Highway	09-26-46-1000 8	11-06-46-1000 6	4567798	3561397
Riverdale Highway	29-46-15-1000 9		3891339	

Table 5: Water meters by building for the Facilities

Buildings	Water Accounts		
Skokie Courthouse	32821-32822	32823-32824	
Rolling Meadows Courthouse	550208606	550209101	
Bridgeview Courthouse	623-0001-00-00	623-0001-00-01	
Markham Courthouse	0730000120-00		
Schaumburg Highway	200342-75534	200342-50390	200342-50392
Des Plaines Highway	71120497-001	71190090-001	
La Grange Highway	0301051500-00	0301051490-00	
Orland Park Highway	6730-120430	6730-13964	6725-13963
Riverdale Highway	99950070		

Table 6 indicates the design documents to be submitted and the 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 6: Design Document and Equipment Order Process

#	ECM	Design Documents Submitted to Cook County	Equipment Order Process
<b>Courthouse Building ECMs</b>			
C1	Ground Source Heat Pump	Major Equipment Submittals	Major Equipment Ordered Upon Submittal Approval
C2	Boiler (and DHW) Replacement	Major Equipment Submittals	Major Equipment Ordered Upon Submittal Approval
C3	Damper Replacement	Major Equipment Submittals	Major Equipment Ordered Upon Submittal Approval
C4	New AHU Fans & VFDs	Product Cutsheets	Equipment Order Upon Submittal Approval
C6	Energy System Upgrades	System Diagrams, Points Lists and Product Cutsheets	Equipment Order Upon Submittal Approval
C7	LED Lighting Upgrade Interior & Exterior	Product Cutsheets and Lighting Audit Survey	Equipment Order Upon Submittal Approval
C8	Water Management	Product Cutsheets and Water Audit Survey	Equipment Order Upon Submittal Approval
C9	Building Weatherization	Product Cutsheets	Equipment Order Upon Submittal Approval
C10	Window Replacement	Product Cutsheets	Equipment Order Upon Submittal Approval
C11	Solar Photovoltaic	Product Cutsheets	Equipment Order Upon Submittal Approval
C12	EV Charge Stations	Product Cutsheets	Equipment Order Upon Submittal Approval
<b>Highway Facility ECMs</b>			
H1	Heating System Upgrades	Major Equipment Submittals	Major Equipment Ordered Upon Submittal Approval
H2	Roof-top Unit Replacement	Product Cutsheets	Equipment Order Upon Submittal Approval
H3	New Highway Sign Control	System Diagrams, Points Lists and Product Cutsheets	Equipment Order Upon Submittal Approval

#	ECM	Design Documents Submitted to Cook County	Equipment Order Process
H4	LED Lighting Upgrade Interior & Exterior	Product Cutsheets and Lighting Audit Survey	Equipment Order Upon Submittal Approval
H5	Water Conservation	Product Cutsheets and Water Audit Survey	Equipment Order Upon Submittal Approval
H6	New OH Doors & Controls	Product Cutsheets	Equipment Order Upon Submittal Approval
H7	Building Weatherization	Product Cutsheets	Equipment Order Upon Submittal Approval
H9	Solar Thermal Wall	Product Cutsheets	Equipment Order Upon Submittal Approval
H10	EV Charging Stations	Product Cutsheets	Equipment Order Upon Submittal Approval
H11	N2 Tire Fill Stations	Product Cutsheets	Equipment Order Upon Submittal Approval

**C Project Description and Scope of  
Services**

# EXHIBIT C

## **Project Description and Scope of Services**

### **Courthouse Buildings Scope:**

#### *ECM C1: Central Plant Ground Source Heat Pump (GSHP) - Skokie Courthouse*

##### **A. Mechanical Demolition / Removal:**

1. Remove and dispose of two existing 391-ton chillers (CH-1 & CH-2)
  - a. Reclaim refrigerant for recycling
  - b. Remove piping as necessary to prepare for new work.
2. Remove and dispose of two 2,000 kW electric boilers. (B-1 & B-2)
  - a. Remove piping as necessary to prepare for new work.
3. Remove three base mounted chilled water pumps (P-4, P-5, & P-6)
  - a. Remove piping as necessary to prepare for new work.
4. Remove three base mounted tower water pumps (P-1, P-2, & P-3)
  - a. Remove piping as necessary to prepare for new work.
5. Remove one domestic water heater. (DWH-1)
  - a. Remove piping as necessary to prepare for new work.
6. Two large surge tanks to be drained and disconnected from system.

##### **B. Electrical Demolition / Removal:**

1. Existing chillers CH-1 & CH-2 shall be disconnected and electrical connections removed from existing switchboard. Remove associated conduit and wiring.
2. Existing boilers B-1 & B-2 shall be disconnected and electrical connections removed from existing switchboard. Remove associated conduit and wiring.
3. Existing chilled water and tower water pumps P-1, P-2, P-3, P-4, P-5, & P-6 shall be disconnected and electrical connections removed from existing switchboard. Remove associated conduit and wiring.
4. Existing domestic water heater DHW-1 shall be disconnected and electrical connections removed from existing switchboard. Remove associated conduit and wiring.



**C. Demolition Notes:**

1. Testing and abatement of hazardous materials including asbestos will be the responsibility of the County. The asbestos containing materials must be identified (tested) and abated prior to any work in these areas.
2. All miscellaneous equipment, materials, storage shelves etc. presently stored in the area of the boilers, chillers and pumps shall be removed and relocated by the County prior to any associated work.
3. Installation of the geothermal well field will require removal of the trees along the West and South sides of the parking garage structure (north of the Courthouse Building) and is included in the project.

**D. Mechanical New Work Installation:**

1. Provide and install one 200-ton geothermal heat pump, liquid screw chiller. Carrier 30HXC246S or ESCO approved equal of the same performance with an actual output of 198.5 tons, a full load efficiency of 0.759 kW/ton and a heating COP of 4.34 or better.
2. Provide and install a 200-ton closed loop, geothermal well field predominantly under lawn areas at north end of site.
3. Provide and install two well field pumps (one functions as backup). 680 GPM, 50 HP, constant volume, 460V, 3 PH.
4. Provide and install one chilled water pump. 410 GPM, 25 HP, constant volume, 460V, 3 PH.
5. Provide and install one heating water pump. 580 GPM, 30 HP, constant volume, 460V, 3 PH.
6. Provide and install two 250-ton variable speed centrifugal chillers. Carrier 19XRV or ESCO approved equal of the same performance with an actual output of 250 tons and a full load efficiency of 0.68 kW/ton or better.
7. Provide and install two tower water pumps (one functions as backup). 680 GPM, 50 HP, constant volume, 460V, 3 PH.
8. Provide and install two chilled water pumps. 500 GPM, 25 HP, constant volume, 460V, 3 PH.
9. Provide and install two natural gas-fired, high efficiency boilers. 3,000 MBH (input), Aerco model BMK3000 or ESCO approved equal of the same performance or better.
10. Reuse existing heating water pumps. Perform water test and balance before and after system change to ascertain proper performance.
11. Coordinate gas service and meter installation with utility company.
12. Provide and install new natural gas main from new meter to new boilers and domestic water heater.
13. Rework piping for chilled water, heating water, tower water and well field water to provide a complete and functioning system. New piping to be insulated and labeled.
14. Provide and install 20% glycol in heating water, cooling water and well field water system.



15. Provide and install glycol premix station and associated piping.
16. Provide and install a refrigerant monitoring system with local and remote alarms. Interlock with gas fired equipment in room, to disable on detection of refrigerant.
17. Refurbish two existing 400-ton cooling towers
  - a. Replace fill material
  - b. Structurally repair any damage to upper and lower basins.
  - c. Provide polymer coating on upper and lower basin.
  - d. Replace belts.
  - e. Grease fittings.
  - f. Replace distribution nozzles and install wier dams as needed in upper basins to provide even flow over basins.
  - g. Repair or replace tower by-pass valve or install equalizing line, as necessary
18. Provide and install new 100-gallon, 250-MBH gas fired, condensing domestic water heater, to be located on existing housekeeping pad. AO Smith model BTH-250 or ESCO approved equal of the same performance or better.
19. Provide venting and direct-ducted combustion air for new boilers and domestic water heater
20. Provide venting and direct-ducted combustion air for potential future additional domestic water heater and cap off.
21. Provide gas piping from new gas service to new boilers and domestic water heater.
22. Provide coordination if a shutdown of the existing boiler and chiller plant or domestic water heating system is required. County shall be responsible for shutting down and restarting equipment or systems.

Facility	Chiller	Chiller Type	Make	Model Number	Nom Capacity (Tons)	Voltage
Skokie CH	CH-1	Screw	Carrier	30HXC246S	200	460 V
Skokie CH	CH-2	Centrifugal	Carrier	19XRV	250	460 V
Skokie CH	CH-3	Centrifugal	Carrier	19XRV	250	460 V

**E. Electrical New Work Installation:**

1. Install new electrical connection for equipment listed in mechanical scope from the existing switchgear including breakers, wiring, conduit, and disconnect for a complete installation, including:
  - a. One (1) GSHP screw chiller
  - b. Two (2) centrifugal chillers
  - c. Two (2) gas fired boilers
  - d. One (1) gas fired domestic water heater
  - e. Two (2) well field pumps
  - f. Two (2) tower water pumps
  - g. Three (3) chilled water pumps
  - h. One (1) glycol premix station.

**F. Instrumentation and Controls New Work:**

Provided under scope of ECM-6.

**G. The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein
4. ESCO has communicated with Nicor Gas Company to determine the availability and cost of providing new natural gas service to Skokie Courthouse building. Nicor has represented to ESCO that the Courthouse will be provided adequate gas service at no cost except where directional boring is required under existing paved surfaces. ESCO has included an allowance

of five thousand dollars (\$5,000) at Skokie Courthouse to address this potential cost. Any required costs in excess of this allowance are the responsibility of the County.

5. ESCO has included a four-month lead time from the formal request for natural gas service installation until installation of the natural gas service. Delays by Nicor outside of the control of ESCO may result in project delays and associated costs.
6. ESCO proposed scope includes installing natural gas piping into the building from the gas meter supplied and installed by Nicor at or near the southeast corner of the building.
7. Only one of the two existing electric domestic hot water heaters shall be removed and replaced with a new natural gas domestic hot water heater. The existing electric hot water heater left in place will be used as backup to the new natural gas heater
8. Any costs for unforeseen site conditions during the drilling and excavation work for the geothermal well field are not included.
9. Removal of the existing trees at the North and West sides of the Skokie Courthouse parking garage is included as required for the installation of the geothermal well field. Replacement of the trees is not included. It is strongly recommended that trees are not planted above the geothermal ground loop piping to prevent future damage from tree roots.
10. Areas disturbed by the geothermal well field installation will be remediated to match current conditions with the exception of trees, as noted above. Asphalt and concrete pavements disturbed by the installation of the geothermal well field will be patched, not replaced. Grass areas will be re-seeded; no sod.
11. It is assumed that the use of existing fire hydrants, with Village of Skokie-provided hydrant meters, will be allowed for the water required to install geothermal wells. The existing cooling towers at the District 2 Skokie Courthouse will be refurbished so that the supplementary and backup chillers will be able to utilize them when necessary.

#### **Equipment Manufacturers**

Refer to the scope of work.

#### **Locations Affected**

The scope of work is located in the lower level mechanical room including some additional areas of the basement for routing of natural gas piping, vents and flues as well as the site where the geothermal field will be installed.

**End of Scope of Work for ECM C1: Central Plant Ground Source Heat Pump - Skokie Courthouse**

**ECM C2: Central Plant Boiler Replacement – Rolling Meadows, Bridgeview, Markham Courthouses**

**A. Mechanical Demolition / Removal:**

1. Remove and dispose of three 2,000 kW electric boilers. (B-1, B-2 & B-3)
  - a. Remove piping as necessary to prepare for new work.
2. Remove one domestic water heater. (DWH-1)
  - a. Remove piping as necessary to prepare for new work.

**B. Electrical Demolition / Removal:**

1. Existing boilers B-1, B-2 & B-3 shall be disconnected and electrical connections removed from existing switchboard. Remove associated conduit and wiring.
2. Existing domestic water heater DHW-1 shall be disconnected and electrical connections removed from existing switchboard. Remove associated conduit and wiring.

**C. Demolition Notes:**

1. Testing and abatement of hazardous materials including asbestos will be the responsibility of the County. The asbestos containing materials must be identified (tested) and abated prior to any work in these areas.
2. All miscellaneous equipment, materials, storage shelves etc. presently stored in the area of the boilers shall be removed and relocated by the County prior to any associated work.

**D. Mechanical New Work Installation:**

1. Provide and install two natural gas-fired, high efficiency boilers. 6,000 MBH (input), Aerco model BMK6000 or ESCO approved equal of the same performance or better.
2. Reuse existing heating water pumps. Perform water test and balance before and after system change to ascertain proper performance.
3. Coordinate gas service and meter installation with utility company.
4. Provide and install new natural gas main from new meter to new boilers and domestic water heater.
5. Rework piping for heating water to provide a complete and functioning system. New piping to be insulated and labeled.
6. Provide and install new 100-gallon, 250-MBH gas fired, condensing domestic water heater, to be located on existing housekeeping pad. AO Smith model BTH-250 or ESCO-approved equal of the same performance or better.
7. Provide venting and direct-ducted combustion air for new boilers and domestic water heater.
8. Provide venting and direct-ducted combustion air for potential future additional domestic water heater and cap off.
9. Provide gas piping from new gas service to new boilers and domestic water heater.

10. Provide coordination if a shutdown of the existing boiler or domestic water heating system is required. County shall be responsible for shutting down and restarting equipment or systems.

**E. Electrical New Work Installation:**

1. Install new electrical connection for equipment listed in mechanical scope from the existing switchgear including breakers, wiring, conduit, and disconnect for a complete installation, including:
  - a. Two gas fired boilers
  - b. One gas fired domestic water heater

**F. Instrumentation and Controls New Work:**

1. Provided under scope of ECM-6.

**G. The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint will be encountered at this time and, accordingly, NORESKO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein.
4. ESCO has communicated with Nicor Gas Company to determine the availability and cost of providing new natural gas service to all three courthouse buildings. Nicor has represented to ESCO that all three courthouses will be provided adequate gas service at no cost except where directional boring is required under existing paved surfaces. ESCO has included an allowance of five thousand dollars (\$5,000) at each of the three courthouses to address this potential cost. Any required costs in excess of this allowance are the responsibility of the County.
5. ESCO has included a four-month lead time from the formal request for natural gas service installation until installation of the natural gas service. Delays by Nicor outside of the control of ESCO may result in project delays and associated costs.
6. ESCO proposed scope includes installing natural gas piping into the building from the gas meter supplied and installed by Nicor in a location immediately adjacent to the basement mechanical rooms containing the new boilers.
7. Only one of the two existing electric domestic hot water heaters at each of the three courthouses shall be removed and replaced with a new natural gas domestic hot water heater. The existing electric hot water heater left in place will be used as backup to the new natural gas water heater.

**Equipment Manufacturers**

Refer to the scope of work.

**Locations Affected**

The scope of work is located in the lower level mechanical room including some additional areas of the basement for routing of natural gas piping, vents and flues at each of the three facilities.

**End of Scope of Work for ECM C2: Central Plant Boiler Replacement - Rolling Meadows, Bridgeview, Markham Courthouses**

**ECM C3: Central Plant Chiller Replacement - Rolling Meadows, Bridgeview, Markham Courthouses**

**A. Mechanical Demolition / Removal:**

1. Remove and dispose of two existing 406-ton chillers (CH-1 & CH-2) at each of the three facilities (Rolling Meadows, Bridgeview, and Markham)
  - a. Reclaim refrigerant for recycling
  - b. Remove piping as necessary to prepare for new work.

**B. Electrical Demolition / Removal:**

1. Existing chillers CH-1 & CH-2 shall be disconnected and electrical connections removed from existing switchboard at each of the three facilities (Rolling Meadows, Bridgeview, and Markham)
2. Remove associated conduit and wiring.

**C. Demolition Notes:**

1. Testing and abatement of hazardous materials including asbestos will be the responsibility of the County. The asbestos containing materials must be identified (tested) and abated prior to any work in these areas.
2. All miscellaneous equipment, materials, storage shelves etc. presently stored in the area of the chillers shall be removed and relocated by the County prior to any associated work.

**D. Mechanical New Work Installation:**

1. Provide and install two 410-ton variable speed centrifugal chillers at each of the three facilities (Rolling Meadows, Bridgeview, and Markham). Carrier 19XRV or ESCO approved equal of the same performance with an actual output of 410 tons and a full load efficiency of 0.624 kW/ton or better.
2. Provide and install a refrigerant monitoring system at each of the three facilities (Rolling Meadows, Bridgeview, and Markham) with local and remote alarms. Interlock with gas fired equipment in room, to disable on detection of refrigerant.
3. Provide coordination if a shutdown of the existing chiller plant is required. County shall be responsible for shutting down and restarting equipment or systems.
4. Provide commissioning of system components provided and installed by ESCO.

Facility	Chiller	Chiller Type	Make	Model Number	Nom Capacity (Tons)	Voltage
Meadows CH	CH-1	Centrifugal	Carrier	19XRV	410	460 V
Rolling Meadows CH	CH-2	Centrifugal	Carrier	19XRV	410	460 V
CH	CH-1	Centrifugal	Carrier	19XRV	410	460 V
Bridgeview CH	CH-2	Centrifugal	Carrier	19XRV	410	460 V
Markham CH	CH-1	Centrifugal	Carrier	19XRV	410	460 V
Markham CH	CH-2	Centrifugal	Carrier	19XRV	410	460 V

**E. Electrical New Work Installation:**

1. Install new electrical connection for equipment listed in mechanical scope from the existing switchgear including breakers, wiring, conduit, and disconnect for a complete installation, including:
  - a. Six centrifugal chillers, two at each of the three facilities

**F. Instrumentation and Controls New Work:**

Provided under scope of ECM-6.

**G. The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein.
4. Refrigerant will be reclaimed and recycled from the existing systems.
5. Existing chilled water and tower pumps will be reused.
6. Existing cooling towers will be reused.

**Equipment Manufacturers**



Refer to the scope of work.

**Locations Affected**

The scope of work is located in the lower level mechanical room at each of the facilities.

**End of Scope of Work for ECM C3: Central Plant Chiller Replacement -  
Rolling Meadows, Bridgeview, Markham Courthouses**

## *ECM C4: New AHU Fans and VFDs - Skokie Courthouse*

### **A. Controls Demolition / Removal:**

1. Remove the following equipment. Structural supports and ducted transitions may be reused:
  - a. Five 100 HP vane-axial supply fans (SF-1, SF-2, SF-3, SF-4, and SF-5)
  - b. Three 25 HP vane-axial return fans (RF-2, RF-3, and RF-4)
  - c. Two 30 HP vane-axial return fans (RF-1 and RF-5)
2. Remove four existing condensate drain pans in existing air handling units, AHU-1, AHU-2, AHU-3, & AHU-4. Remove lower section of cooling coil at each condensate pan as needed for removal of pans.

### **B. Electrical Demolition / Removal:**

1. Existing supply fans and return fans listed above shall be disconnected.
2. Remove associated conduit and wiring that will not be reused.

### **C. Demolition Notes:**

Testing and abatement of hazardous materials including asbestos will be the responsibility of the County. The asbestos containing materials must be identified (tested) and abated prior to any work in these areas.

### **D. Mechanical New Work Installation:**

1. Provide and install five new supply fans (SF-1, SF-2, SF-3, SF-4, and SF-5). Greenheck vane-axial, model VAD-48F26-16-100, 48" round, 51,500 CFM @ 7" SP, 100 HP, 480V, 3 PH with outlet cone or ESCO-approved equal. Provide custom structural support as well as custom connection to AHU divider wall opening.
2. Provide three new return fans (RF-2, RF-3, and RF-4). Greenheck vane-axial, model VAD-36F17-24-250, 36" round, 31,900 CFM @ 3" SP, 25 HP, 480V, 3 PH with outlet cone or ESCO-approved equal. Provide custom structural support as well as custom connection to AHU divider wall opening.
3. Provide two new return fans (RF-1 and RF-5). Greenheck vane-axial, model VAD-36F17-24-250, 42" round, 37,350 CFM @ 3" SP, 30 HP, 480V, 3 PH with outlet cone or ESCO-approved equal. Provide custom structural support as well as custom connection to AHU divider wall opening.
4. Provide new stainless steel condensate drain pans in existing Air Handling Units 1, 2, 3, and 4. AHU-5 condensate pan was previously replaced by Cook County Facilities.
5. Include removal and replacement of bottom section of existing coils to facilitate new drain pan work. Provide new coil section to match existing if removal of coil results in damage to the existing.
6. Reconnect existing drain piping or provide new as required.

**E. Electrical New Work Installation:**

1. Provide and install ten new variable frequency drives (VFD) for supply and return fans as follows. Reconnect to existing electrical feeds. Reuse existing wiring and conduit where appropriate:
  - a. Five 100 HP supply fans (SF-1, SF-2, SF-3, SF-4, and SF-5)
  - b. Three 25 HP return fans (RF-2, RF-3, and RF-4)
  - c. Two 30 HP return fans (RF-1 and RF-5)

**F. Instrumentation and Controls New Work:**

1. Provided under scope of ECM-6.

**G. The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein.
4. ESCO will record airflow (CFM), fan motor power, and static pressure measurements at the air handlers affected by this measure prior to the commencement of work and after installation is complete.
5. Replacement of four condensate drain pans requires removal of the bottom cooling coil section of each air handling unit. It is the intent of ESCO to re-use the coil section if it can be removed and replaced without damage. It will be ESCO's responsibility to replace the coil section if it is damaged during removal/installation, at the sole discretion of ESCO and its subcontractor.

**Equipment Manufacturers**

Refer to the scope of work.

**Locations Affected**

The scope of work is located in the penthouse mechanical room.

**End of Scope of Work for ECM C4: New AHU Fans and VFDs - Skokie Courthouse**

## **ECM C6: Control System Upgrades - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

### **A. Facilities**

This ECM applies to all four courthouse facilities (Skokie, Rolling Meadows, Bridgeview and Markham)

### **B. Controls Demolition / Removal:**

1. Skokie Only: The existing central plant and air handling unit pneumatic controllers will be demolished as necessary to install new digital controllers. Associated pneumatic tubing will be demolished and capped back to the nearest header or junction box.
2. Pneumatic actuators for dampers and valves are to remain and be reused. Where necessary, E/P transducers will be installed to convert electric signals to pneumatic.
3. Unused controllers and wiring will be removed where exposed in mechanical rooms.
4. Existing terminal box controls are pneumatically controlled.

### **C. Demolition Notes:**

1. Testing and abatement of hazardous materials including asbestos will be the responsibility of the County. The asbestos containing materials must be identified (tested) and abated prior to any work in these areas.

### **D. Controls New Work Installation:**

1. New DDC controllers will be provided for major equipment including central plant equipment and air handling units. Existing controllers will be reused where they readily integrate into the new system.
2. New sequences and programming will be provided including new graphical user interface utilizing intuitive floor plan layouts and system diagrams for navigation.
3. A new workstation will be provided at each of all four facilities to provide ready access to the controls for the building engineer and their staff.
4. Systems will be commissioned and staff will be trained on operation of the complete system.
5. A comprehensive points list is located in Section IX (Appendices): Appendix H - Controls Points List of the IGA.

**E. The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein.
4. Upgrades/replacements of supervisory primary controls panels shall be installed in most of the buildings. This will require minimum disruption and equipment shut downs, but will limit the facility from viewing or automatically scheduling equipment from the associated front ends at times during construction.
5. Skokie Courthouse will include installation of the DDC controls on air handling equipment. Cross over from pneumatic to DDC control will be performed in stages to minimize disruption with the day to day operations of the building.
6. Central Plant panel upgrades will take place in the off season when the specific heating or cooling system is not operational.
7. Final implementation of the controls system upgrade shall occur after each of the effected systems construction has been completed.
8. ESCO will develop a deficiencies list during the point-to-point checkout for the County to address. There are no additional funds in the project at this time to repair defective devices.
9. This 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 by the County for all required IP drops. Any work necessary to extend the communication lines further is the responsibility of the County.
10. The three existing Network Application Engines (NAE) shall report to the ADX server located in the Juvenile Temporary Detention Center building. 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**

Refer to the scope of work.

**Locations Affected**

The scope of work is located in throughout each facility, but mostly focused in the mechanical rooms.

**End of Scope of Work for ECM C6: Control System Upgrades - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

## ***ECM C7: LED Lighting Upgrades (Interior & Exterior) - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses***

A comprehensive room-by-room detailed scope of work is located in Section IX (Appendices): Appendix C Lighting Audit of the IGA, as modified by Exhibit S of this Contract. Fixture specification sheets are located in Appendix G of the IGA. The following is a summary description of the retrofits by facility.

### **Interior Upgrades at Bridgeview, Markham and Rolling Meadows Courthouses:**

1. Retrofit the fluorescent 3'x3' fixtures with 3-foot integral driver LED tubes with six LED tubes in each fixture.
2. Retrofit the fluorescent 2'x2' fixtures containing U-bent lamps with centering kits and 2' linear integral driver LED tubes.
3. Retrofit the dimmable fluorescent strip fixtures at the front of the court rooms with LED tubes and external dimming drivers. New dimming controls compatible with the LED tubes will be installed.
4. Re-lamp other fluorescent fixtures one-for-one with 2', 3' and 4' integral driver LED tubes.
5. 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.
6. Replace the fluorescent wrap fixtures in the stairwells with new bi-level LED fixtures with integrated occupancy sensors. These fixtures will operate at 50 percent wattage and light output when the stairwells are unoccupied.
7. Retrofit the 75- to 250-watt mercury vapor recessed down lights with 14 to 55 watt LED retrofit kits.
8. Upgrade the 2'x2' 250 watt mercury vapor recessed fixtures over the loading dock/receiving areas with 60-watt LED retrofit kits.

### **Interior Upgrades at Skokie Courthouse:**

1. The fluorescent 2'x4' 4-lamp recessed troffers will be retrofit with centering kits and two (2) 4' integral driver LED tubes.
2. The fluorescent 2'x2' fixtures containing U-bent lamps will be retrofit with centering kits and 2' linear integral driver LED tubes.
3. Other fluorescent fixtures will be re-lamped one-for-one with 2', 3', 4', 6' and 8' integral driver LED tubes.
4. 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.
5. The 250 watt metal halide fixtures over the loading dock/receiving area will be replaced with 80 watt LED fixtures.

6. The 60 watt incandescent "jelly jar" fixtures will be retrofit with 13-watt screw-in compact fluorescent lamps.

**Parking Garage Lighting Upgrades at Skokie and Rolling Meadows Courthouses:**

1. Replace existing fixtures with new 55-watt dimming LED parking garage fixtures with integrated occupancy/daylight sensors. The occupancy sensing function will operate the fixtures at reduced output when the surrounding areas are unoccupied. The photo sensing function will continuously dim the output in response to available natural daylight.

**Exterior Lighting Upgrades at all four courthouses:**

1. New LED fixtures will be installed to replace most of the existing HID fixtures. In some cases, an adequate and cost effective LED option could not be identified.

**Lighting Controls Upgrades at all four courthouses:**

1. Install 943 occupancy sensors to control 10,231 fixtures. Note that the final sensor quantity and the number of fixtures controlled are likely to vary as unforeseen conditions are encountered during construction.
2. Wall switch, wall-mounted or ceiling-mounted occupancy sensors will be installed to provide the best sensor coverage in each space at ESCO's discretion.
3. Occupancy sensors utilizing wireless technology will be utilized.

**The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
4. Existing fixtures that are already energy efficient and/or have very short operating hours will not be upgraded. An example of one such exclusion is incandescent or compact fluorescent fixtures in storage rooms.
5. Screw-in compact fluorescent lamps are proposed to replace existing incandescent bulbs in "jelly jar" fixtures because it would not be cost effective to upgrade with LED.
6. ESCO 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.
7. ESCO has not included the cost to replace light fixture louvers or lenses as part of this project.



8. 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 determined.
9. ESCO will provide 2% attic stock for LED linear lamps.

**End of Scope of Work for ECM C7: LED Lighting Upgrades - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

### **ECM C8: Water Conservation**

A comprehensive room-by-room detailed scope of work is located in Section IX (Appendices): Appendix D - Water Audit of the IGA. Fixture specification sheets are located in Appendix G of the IGA. The following is a summary description of the retrofits by facility.

#### **Water Conservation Upgrades at Skokie, Bridgeview, Markham, and Rolling Meadows Courthouses:**

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 operate at 0.125 gpf.
3. Lavatory Upgrades
  - a. Install new 0.5 gpm spray type nozzles on existing lavatory faucets.
4. Shower Upgrades
  - a. Install new 1.5 gpm showerheads.
5. Once Through Cooling Unit
  - a. ESCO will install County-purchased split system air conditioning unit to replace the one once through water-cooled unit serving the Skokie Courthouse telephone equipment room.

#### **The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein.
4. The combination toilet/lavatory fixtures in the courthouse detention areas will not be upgraded.
5. At Skokie Courthouse only, ESCO will install one County-purchased split system air conditioning unit to replace the existing domestic water-cooled unit serving the telephone equipment room. ESCO assumes this new unit has sufficient capacity, is in like-new operating condition and that the manufacturer's warranty for this unit has expired. ESCO will provide a

one (1) year warranty on the workmanship of labor to install the equipment. The air cooled condensing unit will be located inside the existing mechanical equipment room.

6. Courthouse restroom work will occur during normal working hours. Temporary restroom closures and signage will be coordinated with County staff.
7. ESCO has included the costs for providing standard toilets, not bariatric toilets.
8. ESCO has assumed that domestic water pressure to the plumbing fixtures will remain at or below code required levels of 80 psi.
9. ESCO has not included any costs or work required to renovate the washroom facilities to meet current Illinois Accessibility Code or the Americans with Disabilities Act (ADA) should the authority having jurisdiction require such.

**End of Scope of Work for ECM C8: Water Conservation - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

## **ECM C9: Building Weatherization - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

### **A. Facilities**

1. This ECM applies to all four courthouse facilities (Skokie, Rolling Meadows, Bridgeview and Markham)

### **B. New Work Installation:**

1. Apply sealant around exterior perimeter of window and door openings where existing sealant has failed.
  - a. Dow Corning 790 Silicone Building Sealant or ESCO-approved equal.
  - b. This scope does not apply to new windows installed at Skokie (ECM-10)
2. Provide and install new door seals and sweeps at each man door, revolving door and overhead door.
  - a. Sealeze Door Seals or ESCO approved equal.
3. Approximate Counts
  - a. Skokie Courthouse
    - i. (29) 3' Man doors
    - ii. (6) Revolving Doors
    - iii. (2) 30'x14' Roll Up doors
    - iv. 12'x14' Roll Up doors
  - b. Rolling Meadows Courthouse
    - i. (13) 3' Man doors
    - ii. (3) Revolving Doors
    - iii. 22'x14' Roll Up doors
    - iv. (50) 30'x6' window sections on first floor
    - v. (50) 30'x5' window sections on second floor
  - c. Bridgeview Courthouse
    - i. (13) 3' Man doors
    - ii. (3) Revolving Doors
    - iii. 22'x14' Roll Up doors
    - iv. (50) 30'x6' window sections on first floor
    - v. (50) 30'x5' window sections on second floor
  - d. Markham Courthouse

- i. (13) 3' Man doors
- ii. (3) Revolving Doors
- iii. 22'x14' Roll Up doors
- iv. (50) 30'x6' window sections on first floor
- v. (50) 30'x5' window sections on second floor

**C. The following exceptions and clarifications apply to this ECM:**

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
4. ESCO has not included any costs for doors or windows which have become damaged beyond repair and cannot be properly weatherized without full replacement.

**Locations Affected**

The scope of work is located on the exterior of building and in the entry ways to each facility

**End of Scope of Work for ECM C9: Building Weatherization - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

## ECM C10: Window Replacement - Skokie Courthouse

### A. New Work Installation:

1. Furnish labor, equipment, and materials to replace existing windows. Windows to be replaced shall be the first and second floor fixed and operable ribbon windows, and the 3rd floor fixed windows punched into existing metal panels only including the following:
  - a. Replace existing "Ribbon Type" windows on the first and second floors.
  - b. Replace existing individual fixed windows on the third floor (penthouse/roof level), located in the metal wall panel system.
  - c. Louvers are excluded.
  - d. Remove and dispose of existing windows, gaskets, and framing.
  - e. Replacement windows shall be insulated glass, bronze reflective, with fixed sashes sized to match existing window size, spacing. Mullion/frame shall be width and depth as required to match existing windows.
  - f. Furnish matching anodized, aluminum interior wall side trim to provide a finished window surface for head, jamb, and sill to match existing.
  - g. Repair and restore exterior and interior surfaces due to replacement window work, which have been damaged, changed, altered, and/or adjacent to and as a result of removing existing windows and installing new replacement windows.
  - h. Provide existing window opening preparation such as flashing, caulking, sealing, etc. for a complete and function window system.

### B. The following exceptions and clarifications apply to this ECM:

1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, ESCO will not carry any costs associated with abatement.
2. Equipment and materials removed as part of the demolition work required to install the new systems will become the property of ESCO or its subcontractor, unless otherwise negotiated.
3. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new shall be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
4. ESCO will endeavor to install new windows at locations where existing windows are removed before completion of work that day.
5. ESCO will provide non-operable windows, only. Windows that are currently capable of being opened will be replaced with fixed window units.
6. ESCO has not included replacement of doors, door lites, storefront, curtain wall type or skylights windows.

7. ESCO has not included repairs to damaged finishes (drywall, soffits, ceilings, carpeting, etc.) due to leaking of the existing windows, roof, or wall systems.
8. ESCO has not included any masonry repairs.

**Locations Affected**

The scope of work is located on the exterior of building and the adjacent interior spaces.

**End of Scope of Work for ECM C10: Window Replacement – Skokie Courthouse**

## **ECM C11: Solar Photovoltaic - Rolling Meadows, Bridgeview and Markham Courthouses**

### **A. Facilities**

1. This ECM applies to the Rolling Meadows, Bridgeview and Markham courthouses.

### **B. New Work Installation:**

1. **Solar Tree System:** Furnish labor, equipment, engineering, and materials for one 66 kW, ground (or parking garage structure) mounted, grid-tied, photovoltaic tree system. System will be non-tracking system.
  - a. Install ground mounted solar tree PV array consisting of four 16.5 kW solar trees as manufactured by Envision Solar, or ESCO-approved equal.
  - b. Provide wiring and disconnect(s) for new solar PV array.
  - c. Locate inverters in electrical or mechanical spaces as determined to be most feasible by ESCO.
  - d. Connect to existing electrical switchgear.
  - e. Systems include network connection and output to internet-based dashboard to be mounted in a public area in the courthouse. Monitor shall not exceed 42 inches.
  - f. PV panels to be monocrystalline panels

### **C. The following exceptions and clarifications apply to this ECM:**

1. ESCO has included costs for structural analysis of building structures to support proposed solar photovoltaic systems but has not included costs for structural reinforcement, if required.
2. County network cable and associated installation in new raceway shall be provided by the County for required IP drops at the location of both the electrical interconnection and the interior dashboard.

### **Locations Affected**

The scope of work is located outside of the courthouse building with minimal work in building.

### **End of Scope of Work for ECM C11: Solar Photovoltaic**



**ECM C12: Electric Vehicle Charging Stations - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

**A. Facilities**

1. This ECM applies to all four courthouse facilities (Skokie, Rolling Meadows, Bridgeview and Markham).

**B. New Work Installation:**

1. Furnish labor, equipment, engineering, and materials for one dual ground mounted electric vehicle charging station at each of four courthouses.
  - a. Provide Chargepoint CT4000 charging stations or approved equal
  - b. Provide two 240V 30Amp circuits to each station.
  - c. Provide conduit, wire, trenching, coring, and repairs of finishes necessary to install electrical distribution.
  - d. Include installation of EV charging sign and painting of pavement for EV designation.

**C. The following exceptions and clarifications apply to this ECM:**

1. Final locations of vehicle charging stations shall be coordinated by ESCO and the County to determine a location with practical access to the end user and reasonably located within existing electrical service. Reasonably located shall mean within 150 feet of an existing electrical closet/room or otherwise adequate electrical service.

**Locations Affected**

The scope of work is located at the exterior parking areas and/or garages, with minimal work in the building as required for electrical service connection.

**End of Scope of Work for ECM C12: Electric Vehicle Charging Stations - Skokie, Rolling Meadows, Bridgeview and Markham Courthouses**

**ECM-C13: Demand Curtailment Services**

ESCO will partner with a qualified Curtailment Service Provider (CSP) to provide the necessary technical and administrative support to participate fully in DR programs and to achieve DR 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.

**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	2600 S. California Ave, Chicago IL
CCAB	
CCB	
Division 5	
Division 9	
Division 11	
South Campus Building No. 01	
South Campus Building No. 02	
South Campus Building No. 03	

Building	Address
South Campus Building No. 04	1100 S. Hamilton Ave, Chicago IL
South Campus Building No. 05	
JTDC East	
JTDC West	
JTDC Parking Garage	
Boot Camp	2600 S. California Ave, Chicago IL
Division 1	
Division 2	
Division 3	
Division 4	
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 the Frequency Regulation (FR) or Utility Demand Management (UDM) programs may require additional capital investments by Cook County. Where applicable, ESCO will advise the County on the expected return on investment of any investment in technologies, and the County will provide the funds necessary to implement any FR or UDM strategies selected.

**The following exceptions and clarifications apply to the Demand Curtailment Services ECM:**

1. ESCO is not a qualified CSP. ESCO will partner with a qualified CSP to provide Curtailment Services.
2. ESCO will not guarantee revenue from Curtailment Services. ESCO will make a best effort to provide the necessary information to the selected CSP to develop a curtailment strategy.
3. ESCO will provide up to 120-hours of labor to assist and advise the County in evaluating and implementing curtailment strategies.
4. The County is responsible for coordinating and implementing the curtailment strategy developed by the CSP during test and emergency events.

## Highway Facilities Scope:

### ECM H1: Heating System Upgrades - LaGrange and Orland Park

#### A. La Grange Park District #3

1. Mechanical Demolition:
  - a. Boiler and boiler related equipment will be decommissioned, drained, and abandoned in place
  - b. Disconnect gas service from the existing steam boiler and abandon the boiler and piping in place.
  - c. Remove two (2) rooftop units serving offices. Retain gas piping for reuse. Refrigerant to be reclaimed and recycled.
  - d. ESCO shall remove demolished equipment and material from the site in accordance with applicable state and federal regulations.
2. Electrical Demolition:
  - a. Remove existing electrical connections from steam unit heaters and steam boiler. Remove wiring and conduit back to the main breaker. Disconnect and remove controls and controls wiring.
  - b. Disconnect electrical service to two (2) rooftop units and retain for reconnection to new units.
3. New Mechanical Work:
  - a. Provide and install two (2) new rooftop units; for units 1 & 3 matching existing RTUs cooling capacity and increased heating capacity.
  - b. Replace or reuse existing curbs. Provide curb adapter as needed.
  - c. Reconnect to existing gas piping and ductwork.
  - d. Provide four (4) gas fired unit heaters (GFUH) for low bay truck maintenance and Part Room previously served by steam heating system. Final design and layout to be coordinated with County based on expected space use and requirements. See table for capacities.
  - e. Provide and install roof penetrations and 4" type B galvanized double wall vent for each GFUH.
  - f. Provide and install new 2" gas line from natural gas main, located in boiler room, to new GFUH in low bay maintenance area and to new GFUH for Parts Room.

Unit Name	Cooling MBH Total	Heating MBH Output	Model Number	Space Served
ACCU-1	87.9	331	Carrier 48HCDD08	Offices
ACCU-3	98.6	331	Carrier 48HCDD08	Offices
GFUH-5	n/a	100	Modine HDS-12	Low Bay Maintenance
GFUH-6	n/a	100	Modine HDS-12	Low Bay Maintenance
GFUH-7	n/a	100	Modine HDS-12	Parts Room
GFUH-8	n/a	100	Modine HDS-12	Parts Room

4. New Electrical Work:

- a. Connect two (2) rooftop units (ACCU 1 & 3) to existing electrical service.
- b. Provide electrical connection to four (4) new gas-fired unit heaters.

**B. Orland Park District #4**

1. Mechanical Demolition:

- a. Boiler and boiler related equipment will be decommissioned, drained, and abandoned in place
- b. Disconnect gas service from the existing steam boiler and abandon the boiler and piping in place.
- c. ESCO shall remove demolished equipment and material from the site in accordance with applicable state and federal regulations.

2. Electrical Demolition:

- a. Remove existing electrical connections from steam unit heaters, hot water unit heaters and steam boiler. Remove wiring and conduit back to the main breaker. Disconnect and remove controls and controls wiring.

3. New Mechanical Work:

- a. Provide gas fired unit heaters and gas-fired radiant heating for areas previously served by steam heating system. Final design and layout to be coordinated with County based on expected space use and requirements. See table for capacities.
- b. Provide gas-fired furnace for basement area.
- c. Extend gas piping system to new gas-fired units.
- d. Table of Heating Capacities:

Room	Square Feet	Existing Equipment	Proposed Equipment Capacities
Truck Maint. Area	4,000	(6) HWH	(4) 40,000 Btu/hr
Mechanic's Area	1,000	(1) HWH, (1) GFUH	Decommission HWH Existing GFUH to remain
Storage Bay 1	2,200	(2) HWH	(2) 20,000 Btu/hr
Storage Bay 2	2,200	(2) HWH	(2) 20,000 Btu/hr
Storage Bay 3	2,200	(2) HWH	(2) 20,000 Btu/hr
Basement	1,500	Boiler, (3) HWH	(1) 40,000 Btu/hr furnace (heating only) Remove HWHs, decommission boiler

4. New Electrical Work:

- a. Provide electrical connection to new gas-fired unit heaters, gas-fired radiant heaters and gas-fired furnace.

**C. Equipment Selection:**

1. Gas-fired Unit Heaters - Modine HDS30 or ESCO-approved equal.
2. Gas-fired Radiant Heaters - CoRayVac or ESCO-approved equal.
3. Rooftop Units - Carrier Model 48HJ or ESCO-approved equal.

**D. The following exceptions and clarifications apply to this ECM:**

1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. The final heating system upgrade design shall determine the scope of gas-fired unit heaters and/or infrared unit heaters at each highway facility. ESCO reserves the right to determine the final design after a notice to proceed.

4. The proposed design of the heating system upgrade at LaGrange is based on the existing space layout and use. Changes to space use or layout may require alterations to the specified design, pricing and savings.

**End of Scope of Work for ECM H1: Heating System Upgrades - LaGrange and Orland Park**

## ECM H2: Rooftop Unit Replacement - Des Plaines District #2

### A. Demolition

1. Mechanical:
  - a. Remove existing multi-zone roof top unit serving the office area. Retain roof curb and gas piping for reuse.
  - b. Remove make-up air roof top unit serving the mezzanine area. Retain roof curb and gas piping for reuse.
  - c. Disconnect gas service from two (2) existing RTUs.
  - d. Cut back and cap at nearest main, existing gas piping serving the existing perimeter office IR system.
  - e. Decommission existing perimeter IR heating in office area.
  - f. Cut back existing ductwork at each existing rooftop unit as required to install the new rooftop unit.
  - g. Remove and properly dispose of (2) RTUs. Reclaim existing refrigerant in strict accordance with federal, state and local requirements. ESCO shall remove demolished equipment and material from the site in accordance with applicable state and federal regulations.
2. Electrical:
  - a. Disconnect electrical service to multi-zone unit serving office area and make-up air unit serving mezzanine. Retain service for reuse.
  - b. Permanently disconnect existing electrical feeds serving the perimeter office IR system. Remove wiring back to main breaker, remove breaker and install blank. Electrical service shall be permanently disconnected so that the IR heaters cannot be reactivated.
3. Controls:
  - a. Disconnect any controls and controls wiring from the existing RTUs and perimeter office IR system.

### B. New Work

1. Mechanical:
  - a. Furnish and install one (1) new packaged, gas fired RTU.
    - i. New office RTU to be variable volume. Carrier model 48A5E or ESCO-approved equal.
    - ii. Provide eight (8) new VAV boxes, with electric actuation, cut-into ductwork in mezzanine area. New VAV boxes shall be Titus DQCV or ESCO-approved equal.
    - iii. Furnish and install a new minimum airflow by-pass duct between the supply ducts and the return main. Install a new VAV in this duct to be controlled through the new controller for minimum flow.



- b. Furnish and install one (1) new packaged, gas fired make-up air unit.
    - i. New mezzanine make unit to be heating only. Carrier model 62DAG or ESCO-approved equal.
  - c. Provide custom curb adapters, as needed, for each of the (2) units. Include additional supports and duct transitions required to match the new units to the existing duct connections.
  - d. Reconnect gas service to two (2) units.
  - e. Provide necessary new ductwork to connect existing duct to unit.
  - f. Insulate ductwork in mezzanine area to provide complete insulation and vapor barrier.
2. Electrical:
- a. Connect two (2) units to the existing electrical service and provide any additional electrical work to provide a complete functional system.
3. Controls:
- a. Furnish and install eight (8) new VAV controllers and space temperature sensors to serve the new VAV boxes (direct digital control package by Titus or ESCO-approved equal).
  - b. Furnish new RTU's with ComfortLink controllers and space temperature sensors by the manufacturer. Units shall be capable of standalone operation including occupied / unoccupied scheduling, economizer operation, etc. Provide any additional control work, including wiring, unit programming, etc., to provide for a fully functional system.

**C. The following exceptions and clarifications apply to this ECM:**

- 1. Based on original building construction dates and as reported by the County, the Parties agree that no asbestos containing material (ACM) or lead paint that will be encountered at this time and, accordingly, NORESCO will not carry any costs associated with abatement.
- 2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
- 3. ESCO will re-use existing curbs for the rooftop unit replacement.
- 4. The system design shall determine the proposed roof-top unit replacement. ESCO reserves the right to determine the final design after a notice to proceed.

**End of Scope of Work for ECM H2: Rooftop Unit Replacement - Des Plaines District #2**

## **ECM H3: New Highway Building Controls – All Five Highway Department Facilities**

### **A. Facilities**

1. This ECM applies to the five highway department facilities (District 1, District 2, District 3, District 4, District 5)

### **B. Controls Demolition / Removal:**

1. Remove existing thermostats serving roof top units, unit heaters and radiant heaters.

### **C. Controls New Work Installation:**

1. A central JCI network controller allowing communication with remote buildings and web-based access
2. Building level field controllers at each building, including control of roof-top units
3. Local temperature controllers for unit heaters and radiant heaters
4. Programming of energy efficient control sequences, including pre-programmed temperature set points and unit lock-out based on outside air temperature
5. Remote monitoring capabilities for critical system parameters and alarms
6. A comprehensive points list is located in Section IX (Appendices): Appendix H – Controls Points List of the IGA.

### **D. The following exceptions and clarifications apply to this ECM:**

1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. ESCO will use the existing raceways between buildings.
4. 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 by the County for all required IP drops. Any work necessary to extend the communication lines further is the responsibility of the County.
5. The three existing Network Application Engines (NAE) shall report to the ADX server located in the Juvenile Temporary Detention Center building. Any required upgrades to the ADX server located in the Juvenile Temporary Detention Center building or other post-installation software upgrades are not included.

**End of Scope of Work for ECM H3: New Highway Building Controls – All Five Highway Department Facilities**

## ECM H4: LED Lighting Upgrades (Interior & Exterior) -Five Highway Department Facilities

### A. Facilities

This ECM applies to the five highway department facilities (District 1, District 2, District 3, District 4, District 5).

A comprehensive room-by-room detailed scope of work is located in Section IX (Appendices): Appendix C - Lighting Audit of the IGA, as modified by Exhibit S of this Contract. Fixture specification sheets are located in Appendix G of the IGA. The following is a summary description of the retrofits by facility.

1. Replace High-Bay HID Lighting:
  - a. New 100 watt and 160 watt LED fixtures will be installed in the truck storage areas. Each fixture will include an integrated occupancy sensor to turn the lights off when the surrounding area is unoccupied.
  - b. New 100 watt and 160 watt LED fixtures will be installed in the truck maintenance areas. These fixtures will not include occupancy sensors due to safety concerns with the lights shutting off when someone is working with little motion. The instant on LED technology will allow the users to turn lights on and off more frequently if desired.
  - c. New 100 watt LED fixtures will be installed in the salt domes. These fixtures will not include occupancy sensors because they are typically only used as needed, and the mounting height poses a challenge for proper sensor coverage.
2. Interior Fluorescent Lighting Upgrades:
  - a. Retrofit linear fluorescent fixtures with integral ballast LED tubes.
  - b. Install new un-shunted lamp holders (two per LED tube).
  - c. The existing fluorescent ballasts will be removed and line voltage will be wired to one of each pair of new lamp holders.
  - d. Install centering kits to reposition two LED tubes in existing fixtures with four fluorescent lamps.
  - e. Install centering kits in existing 2'x2' fixtures with U-bent lamps to accommodate 2' LED tubes.
  - f. Replace incandescent bulbs with screw-in LED lamps in offices or other areas with longer operating hours.
3. Exterior Lighting Upgrades:
  - a. New 30 watt to 202 watt LED fixtures will be installed to replace the existing HID fixtures.
  - b. The new fixtures will improve the lighting quality and provide similar or better light distribution to meet the requirements of the areas being illuminated.

- c. New fixtures will be mounted to the existing poles - replacing poles is not included in the proposed scope of work.

**The following exceptions and clarifications apply to this ECM:**

1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. Existing fixtures that are already energy efficient and/or have very short operating hours will not be upgraded. An example of one such exclusion is incandescent or compact fluorescent fixtures in storage rooms.
4. ESCO has not included the cost to replace light fixture louvers or lenses as part of this project.
5. ESCO will provide 2% attic stock for LED linear lamps.

**End of Scope of Work for ECM H4: LED Lighting Upgrades - All Five Highway Department Facilities**

## **ECM H5: Water Conservation -Five Highway Department Facilities**

### **A. Facilities**

This ECM applies to the five highway department facilities (District 1, District 2, District 3, District 4, District 5)

A comprehensive room-by-room detailed scope of work is located in Section IX (Appendices): Appendix D – Water Audit of the IGA. Fixture specification sheets are located in Appendix G of the IGA. The following is a summary description of the retrofits by facility.

1. Toilet Upgrades
  - a. Replace flush valve toilets with new porcelain bowls and piston flush valves designed to operate at 1.28 gpf.
  - b. Piston operated valves require less frequent maintenance, are more tolerant of pressure variations and deliver more consistent flow over time.
  - c. Replace tank toilets with new pressure-assist tank toilets designed to operate at 1.1 gpf.
2. Lavatory Upgrades
  - a. Install new 1.0 gpm spray type nozzles on existing lavatory faucets.

#### **The following exceptions and clarifications apply to this ECM:**

1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. The urinals will not be upgraded due to the minimal reduction in flow rate that could be achieved and the relatively small number of occupants that use the restrooms at these facilities.
4. ESCO has included the costs for providing standard toilets, not bariatric toilets.
5. ESCO has assumed that domestic water pressure to the plumbing fixtures will remain at or below code required levels of 80 psi.
6. ESCO has not included any costs or work required to renovate the washroom facilities to meet current Illinois Accessibility Code or the Americans with Disabilities Act (ADA) should the authority having jurisdiction require such.

**End of Scope of Work for ECM H5: Water Conservation – All Five Highway Department Facilities**

**ECM H6: New Overhead Doors and Controls – Schaumburg, Des Plaines, Orland Park and Riverdale Highway Department Facilities**

**A. Facilities**

1. This ECM applies District 1, District 2, District 4 (door replacement only) and District 5.
2. See table below to see number of doors affected at each facility.

OVERHEAD DOORS		Doors	Door
Schaumburg	Building A	0	2
	Building B	0	2
Des Plaines	Building B	1	0
	Building C	0	2
Orland Park	Building A	6	0
Riverdale	Building A	2	0
	Building B (Long Bldg)	0	2

**B. Demolition / Removal:**

1. New Doors
  - a. Remove garage door. Retain opener for reuse.
2. Door Controls
  - a. Remove existing garage door opener. Retain wiring for possible reuse.

**C. New Work:**

1. New Doors
  - a. Garage doors to be replaced with new insulated panel doors. Doors will be equipped with:
    - i. Flexible bottom weatherseal.
    - ii. Flexible header seal and jamb weatherstripping.
    - iii. Refurbish existing tracks, springs and opener to ensure proper operation.
  - b. Install new garage door operator for new doors.
2. Door Controls
  - a. Provide and install high cycle, heavy duty openers for each newly automatically controlled garage door.

- b. Lubricate and refurbish existing tracks, rollers and springs.
- c. At each specified door location, furnish and install (2) sensors, one inside and one outside, to activate opener to operate door when vehicle approaches.
  - i. Sensor to be Banner R-GAGE QT50R-AFH or ESCO-approved equal
  - ii. Contractor to calibrate sensor to ensure proper operation
- d. At each specified door location, furnish and install two (2) Red-Green traffic lights, locating a light on the inside and the outside, adjacent to the controlled garage door.
  - i. Calibrate sensor to show green light when door is fully raised and red light at all other times.
  - ii. Light should be Banner Engineering EZ-Light Traffic Light or ESCO-approved equal
    - 1. One green, one red lamp. All LED type fixture. Wall mounted.

**D. The following exceptions and clarifications apply to this ECM:**

- 1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
- 2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems, or otherwise specified herein.
- 3. The costs include replacement of overhead doors identified as part of this measure. It does not include any structural repairs that may be needed.

**End of Scope of Work for ECM H6: New Overhead Doors and Controls - Schaumburg, Des Plaines, Orland Park and Riverdale Highway Department Facilities**

## **ECM H7: Building Weatherization - All Five Highway Department Facilities**

### **A. Facilities**

1. This ECM applies to the five highway department facilities (District 1, District 2, District 3, District 4, District 5)

### **B. New Work Installation:**

1. Apply sealant around windows and doors.
2. Dow Corning 790 Silicone Building Sealant or ESCO-approved equal.
3. Provide and install new door seals and sweeps at each man door and overhead door.
4. Sealeze Door Seals or ESCO-approved equal.
5. Counts
  - a. District #1 - Schaumburg Facility
    - i. (12) 3' Man doors
    - ii. (6) 15'x15' Roll Up doors
    - iii. (20) 3'x5' Windows in dispatch office
  - b. District #2 - Des Plaines Facility
    - i. (12) 3' Man doors
    - ii. (22) 15'x15' Roll Up doors
  - c. District #3 - LaGrange Facility
    - i. (12) 3' Man doors, (80) 3'x5' windows
    - ii. (7) 15'x15' Roll Up doors
  - d. District #4 - Orland Park Facility
    - i. Building A
      1. (3) 3' Man doors
      2. (6) 15'x15' Roll Up doors, maintenance area doors only
      3. (12) 3'x5' Windows in dispatch office
    - ii. Building C
      1. (2) 3' Man doors
      2. (5) 3'x5' Windows in office
  - e. District #5 - Riverdale Facility
    - i. (6) 3' Man doors
    - ii. (12) 15'x15' Roll Up doors

### **C. The following exceptions and clarifications apply to this ECM:**



1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. Man doors will be repaired at ESCO's discretion, to ensure the new weatherization work is effective. Window caulk that is determined to be failed will be replaced at occupied (office-type) locations only.
4. ESCO has not included any costs for doors or windows which have become damaged beyond repair and cannot be properly weatherized without full replacement.
5. ESCO has not included any costs for new door hardware, such as locksets, closers, or hinges.

**End of Scope of Work for ECM H7: Building Weatherization**

**ECM H9: Solar Thermal Wall - Schaumburg, Des Plaines, Orland Park and Riverdale Highway Department Facilities**

**A. Facilities:**

1. This ECM applies District 1, District 2, District 4 and District 5 per the table below.

**B. New Work:**

1. General:
  - a. Relocate downspouts as required.
  - b. System to be built around windows and doors and above concrete sections.
2. Mechanical:
  - a. Install solar wall cladding at locations indicated in table below
  - b. Provide and install low leak dampers at each penetration tied in to JCI control system.
  - c. Provide and install ceiling hung supply fan units per table shown below.
  - d. Provide and install perforated ductwork distribution.
  - e. Provide minimum of MERV 4 filtration on return ducts prior to air entering the solar wall. Location of filters will be accessible from ground level for ease of replacement.
3. Electrical:
  - a. All new circuits in conduit for supply fans as indicated in table below.
  - b. Reinstall existing lights that need to be relocated for solar wall.
4. Controls:
  - a. Each solar wall will be incorporated into the new JCI control system.
5. Recommended Unit/Product:
  - a. SolarWall or ESCO-approved equal.
6. Counts:

	SolarWall	Dimensions	Fans	Total	Ducts
Building	sqft	L X H	No.	CFM	ft
District #1 - Bldg B	4,376	298'-4" x 14'-8"	3	9,000	60
District #1 - Bldg C	3,303	146'-3" x 22'-7"	2	6,000	40
District #2 - Bldg B	1,650	70'-6" x 24'-3"	2	4,000	40
District #2 - Bldg C	2,591	178'-8" x 14'-6"	2	6,000	40

	SolarWall	Dimensions	Fans	Total	Ducts
District #4 - Bldg B	1,898	99'-11" x 19'	2	4,000	40
District #4 - Bldg E	2,349	100' x 26'-8"	2	6,000	40
District #5 - Bldg B	9,291	500' x 18'-7"	5	20,000	100
<b>TOTALS</b>	<b>25,458</b>		<b>18</b>	<b>55,000</b>	<b>360</b>

**C. The following exceptions and clarifications apply to this ECM:**

1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. ESCO has not included tree trimming costs for trees adjacent to solar thermal wall installations. Tree trimming will be necessary for the proposed system performance. In meetings with the County, the County has agreed to complete tree trimming.

**End of Scope of Work for ECM H9: Solar Thermal Wall - Schaumburg, Des Plaines, Orland Park and Riverdale Highway Department Facilities**

**ECM H10: Electric Vehicle Charging Stations - Des Plaines and Orland Park Highway Maintenance Facilities**

**A. Facilities**

1. This ECM applies to two highway department facilities (Des Plaines District 2 and Orland Park District 4).

**B. New Work Installation:**

1. Furnish labor, equipment, engineering, and materials for one dual ground mounted electric vehicle charging station at each of four courthouses.
  - a. Provide Chargepoint CT4000 charging stations or approved equal
  - b. Provide two 240V 30Amp circuits to each station.
  - c. Provide conduit, wire, trenching, coring, and repairs of finishes necessary to install electrical distribution.
  - d. Include installation of EV charging sign and painting of pavement for EV designation.

**C. The following exceptions and clarifications apply to this ECM:**

1. Final locations of vehicle charging stations shall be coordinated by ESCO and the County to determine a location with practical access to the end user and reasonably located within existing electrical service. Reasonably located shall mean within 150 feet of an existing electrical closet/room or otherwise adequate electrical service.

**Locations Affected**

The scope of work is located at the exterior parking areas, with minimal work in the building as required for electrical service connection.

**End of Scope of Work for ECM H10: Electric Vehicle Charging Stations - Des Plaines and Orland Park Highway Facilities**

## **ECM H11: Nitrogen Tire Filling Stations - All Five Highway Department Facilities**

### **A. Facilities**

1. This ECM applies to the five highway department facilities (District 1, District 2, District 3, District 4, District 5)

### **B. New Work Installation:**

1. Mechanical:
  - a. Provide and install one (1) system including a "Tire Blast" Model NT-130 concentrator, control panel, 80 gallon nitrogen storage tank, and tire filling system per facility for a total of five (5) systems.
    - i. Each new air compressor capable of producing compressed air at 125-175 psig and 13.8 scfm. Furnish piping as required for a complete system. Install filter dryer on discharge of new air compressor.
    - ii. Mount new equipment on 4" high concrete housekeeping pad.
    - iii. Include 100' of associated N2 distribution piping, 50' flexible hose with reel and tire connection for convenient access for personnel.
2. Electrical:
  - a. Furnish and install new electric feeders from existing building panels to new air compressor. Include new conduit, wire, disconnects, etc.
  - b. All work shall be in accordance with NEC requirements.

### **C. The following exceptions and clarifications apply to this ECM:**

1. The County is responsible for the coordination of asbestos containing material (ACM) abatement work and adhering to the project schedule set forward by ESCO so as to not disrupt or delay work.
2. Equipment, materials, and systems scheduled to be taken out of service to be replaced with new will be abandoned in place unless necessary to provide space for the new equipment, materials, and systems.
3. The County will need to provide a location for this new equipment that is adjacent to the tire repair locations within the Highway facilities.
4. ESCO assumes that there is adequate electrical supply available.

**End of Scope of Work for ECM H11: Nitrogen Tire Filling Stations -  
All Five Highway Department Facilities**

**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 Contract shall be based on the County's 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	Electrical
<p>MZI Group, Inc. 2251 W. Grand Avenue Chicago, IL 60612 MBE</p>	<p>Kroeschell Engineering Co. 3222 North Kennicott Avenue Arlington Heights, IL 60004</p>	<p>Johnson Controls Inc. (JCI) 3007 Malmo Drive Arlington Heights, IL 60005</p>	<p>Brown &amp; Momen 823 E Drexel Square Dr Chicago, IL 60615 MBE</p>	<p>Kroeschell Engineering Co. 3222 North Kennicott Avenue Arlington Heights, IL 60004</p>
<p>Code Engineering 2021 Midwest Road, Suite 200 Oakbrook, IL 60523 MBE</p>	<p>Vario Mechanical LLC 2503 W. St. Charles Rd Bellwood, IL 60104 MBE</p>	<p>PCS Power &amp; Communication Services 279 E. Helen Road Palatine, IL 60067 MBE</p>	<p>Comprehensive Construction Consulting, Inc. 300 Wells, Suite 1002 Chicago, IL 60606 MBE</p>	<p>Code Engineering 2021 Midwest Road, Suite 200 Oakbrook, IL 60523 MBE</p>
<p>Quantum Crossing 111 E. Wacker Drive Chicago, IL 60601 MBE</p>	<p>CT Mechanical 1070 N Garfield Lombard, IL 60148 WBE</p>	<p>Code Engineering 2021 Midwest Road, Suite 200 Oakbrook, IL 60523 MBE</p>	<p>Target Group, Inc. 330 South Wells, Suite 400 Chicago, IL 60605</p>	<p>MZI Group, Inc. 2251 W. Grand Avenue Chicago, IL 60612 MBE</p>

Lighting	HVAC	EMS Controls	Professional Services	Electrical
All-Tech Energy Inc. 1000 East State Parkway Suite C Schaumburg, IL 60173 WBE	DeKalb Mechanical (Geothermal well field) 329 Wurlitzer Dr. DeKalb, IL 60115		SPAAN Tech, Inc. 311 S. Wacker Drive Suite 2400 Chicago, IL 60606 MBE	Quantum Crossing 111 E. Wacker Drive Chicago, IL 60601 MBE
Plumbing	Windows	Solar Technologies	Shelton Solutions 7643 South Indiana Chicago, IL 60619 MBE	All-Tech Energy, Inc. 1000 East State Parkway Suite C Schaumburg, IL 60173 WBE
Abbott Industries Inc. 225 Williams Street Bensenville, IL 60106 WBE	Leeco Construction, Inc. 106 S. Chestnut Onarga, IL 60955	Earth Wind & Solar Energy LLC 2350 W. Grand Ave Chicago, IL 60612		PCS Power & Communication Services 279 E. Helen Road Palatine, IL 60067 MBE
	ASC Window 7649 S. Racine	Azimuth Energy 4240 Duncan		



Lighting	HVAC	EMS Controls	Professional Services	Electrical
	Ave Chicago, IL 60620 MBE	Ave, Suite 200 St. Louis, MO 63110		
<p>Goeschell Engineering Co. 1222 North Yermoland Avenue Arlington Heights, IL 60004</p>				

## **E Key Personnel**

# EXHIBIT E

## **Key Personnel**

The following is a list of the key ESCO personnel assigned to this Contract. The assigned personnel are subject to change based on the actual timing of the work. Should ESCO need to replace one of the key individuals listed below, it will do so with an individual with similar experience and qualifications.

### Project Development

- ▶ Bill Nortz, Manager, Project Development
- ▶ Adam D'Ambrosio, Manager Engineering and Project Development
- ▶ Robert Smith, Senior Account Executive

### Engineering Analysis & Design

- ▶ Christine Walker, Manager, Energy Engineering
- ▶ Mark Frost, Sr. Engineer
- ▶ Dan Hollenbach, Energy Engineer
- ▶ Michael Spielman, Sr. Energy Engineer (Lighting & Water)
- ▶ Nick Gagas, Manager, Design Engineering
- ▶ Luke Ricker, Design Engineer

### Construction Management

- ▶ Pat Sise, Construction Manager
- ▶ Ray Smudde, Sr. Project Manager
- ▶ Scott Gehrke, Project Manager
- ▶ Keith Schalmo, Project Manager
- ▶ Kenneth Schlorf, Project Manager

### Measurement & Verification

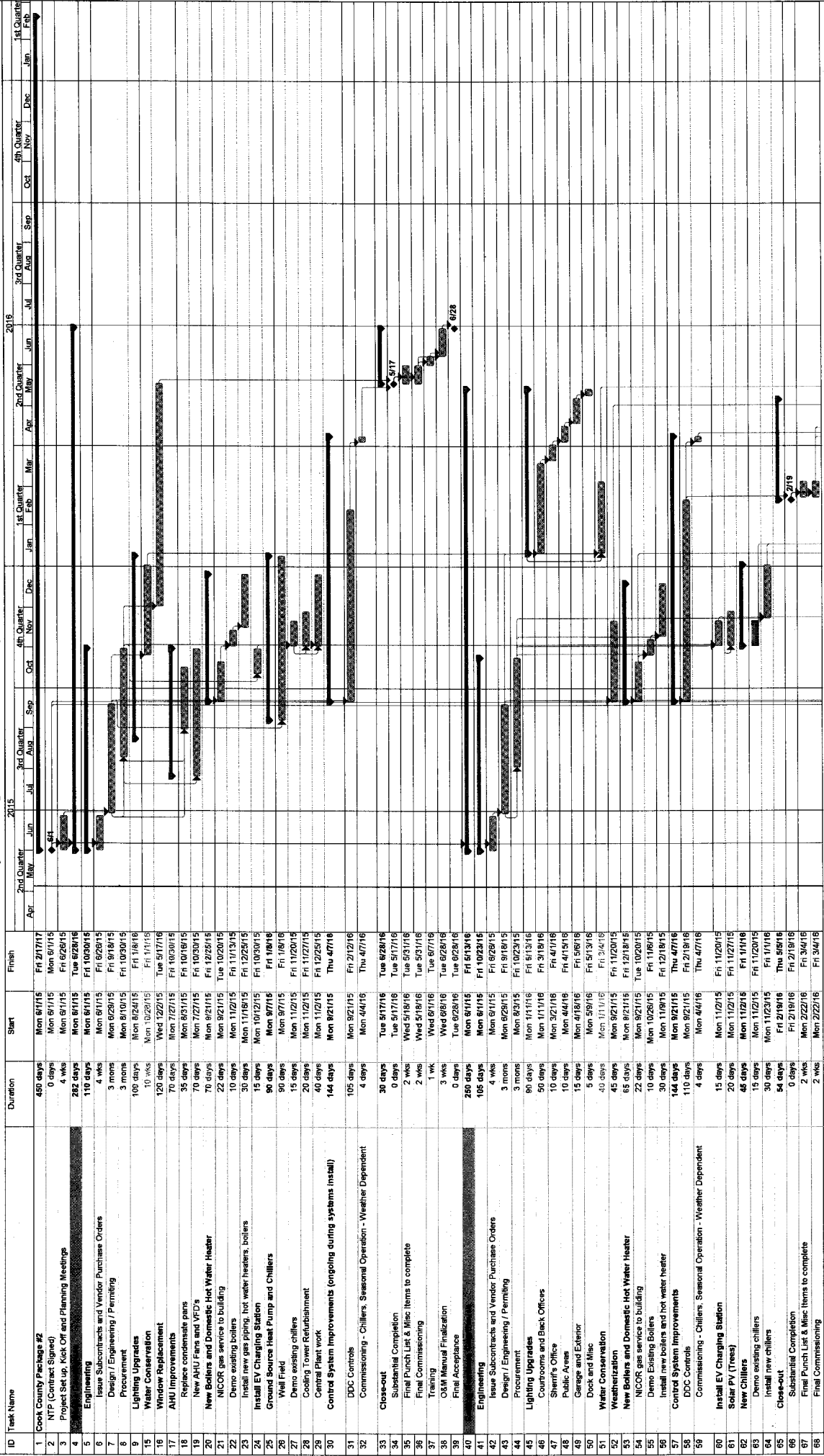
- ▶ Sean Tarasuk, Energy Engineer
- ▶ Alex Millard, Manager Performance Engineering (M&V)
- ▶ Wendy Scruton, Manager, Performance Engineering

### Commissioning

- ▶ Carsten Fehr, Commissioning Agent
- ▶ Rodd Hirt, Commissioning Agent
- ▶ Pat Benefiel, Commissioning Agent
- ▶ Ben Pollard, Commissioning Manager

## **F Project Schedule**

### Cook County Package No. 2 - Preliminary Project Schedule



2015: Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

2016: Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

1st Quarter: Jan, Feb, Mar

2nd Quarter: Apr, May, Jun

3rd Quarter: Jul, Aug, Sep

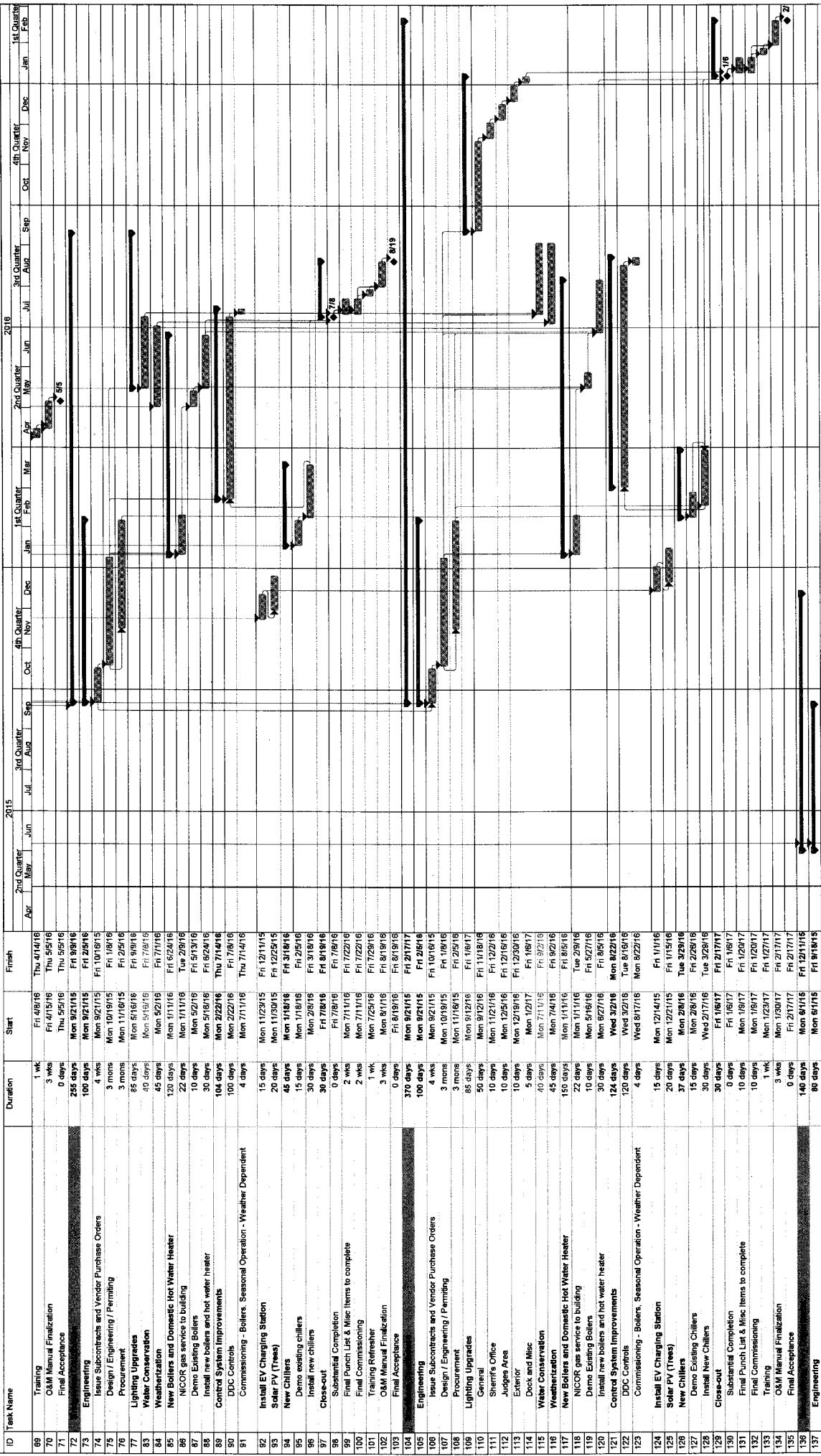
4th Quarter: Oct, Nov, Dec

◆ External Milestone   
 ◆ Inactive Milestone   
 ◆ Inactive Task   
 ◆ Inactive Summary   
 ◆ Manual Summary Rollup   
 ◆ Manual Summary   
 ◆ Finish-only   
 ◆ Progress   
 ◆ Deadline

◆ Rolled Up Task   
 ◆ Rolled Up Milestone   
 ◆ Project Summary   
 ◆ Start-only

Page 1

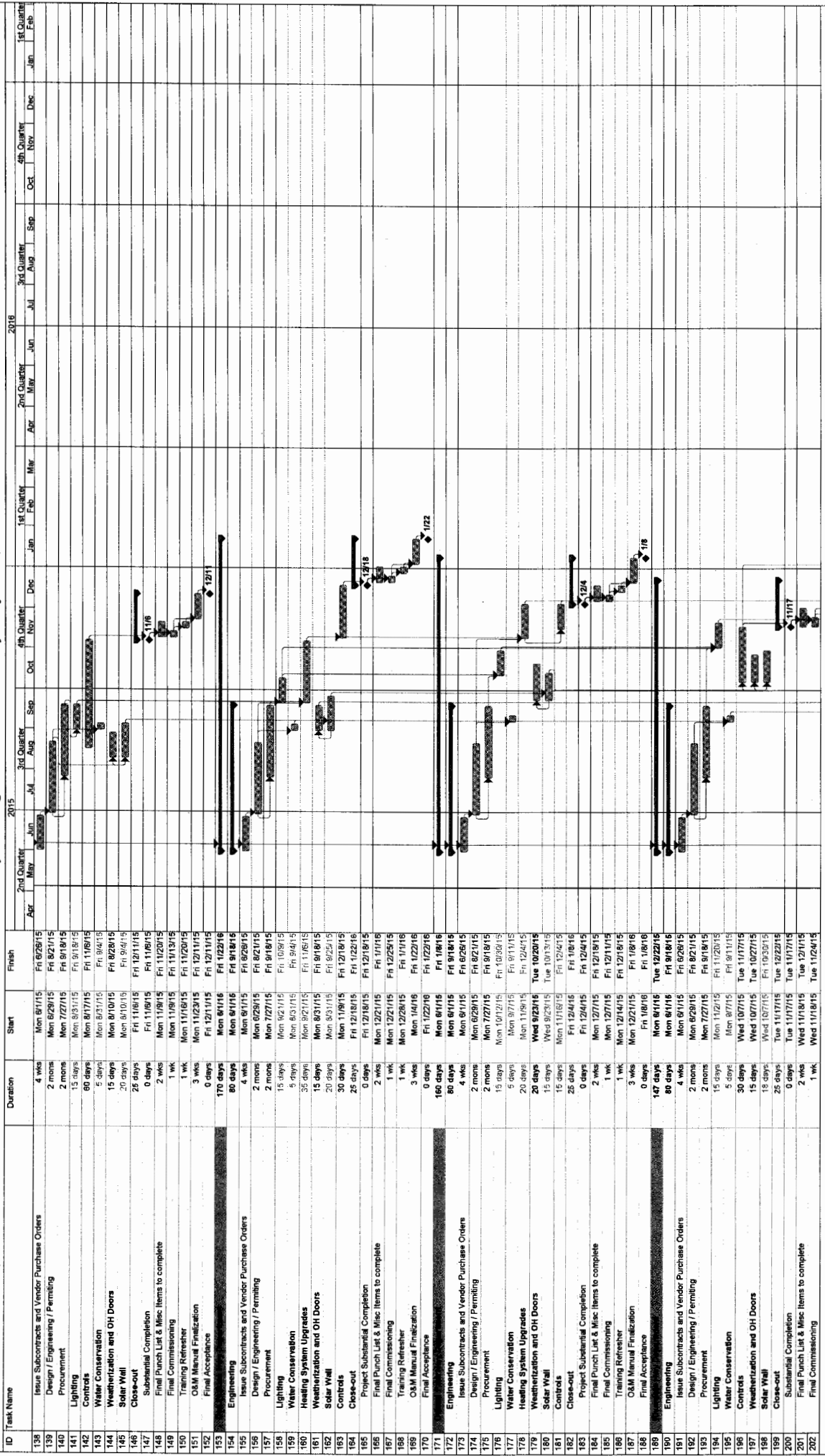
# Cook County Package No. 2 - Preliminary Project Schedule



ID	Task Name	Duration	Start	Finish
69	Training	1 wk	Fri 4/9/16	Thu 4/14/16
70	O&M Manual Finalization	3 wks	Fri 4/15/16	Thu 5/6/16
71	Final Acceptance	0 days	Thu 5/6/16	Thu 5/6/16
72	Engineering	255 days	Mon 9/21/15	Fri 9/9/16
73	Issue Subcontracts and Vendor Purchase Orders	100 days	Mon 9/21/15	Fri 2/8/16
74	Design / Engineering / Permitting	4 wks	Mon 9/21/15	Fri 10/16/15
75	Procurement	3 mons	Mon 10/19/15	Fri 1/8/16
76	Lighting Upgrades	85 days	Mon 5/18/16	Fri 8/9/16
77	Water Conservation	40 days	Mon 5/18/16	Fri 7/8/16
83	New Boilers and Domestic Hot Water Heater	45 days	Mon 5/18/16	Fri 7/1/16
84	NICOR gas service to building	120 days	Mon 1/11/16	Fri 6/24/16
85	Demo Existing Boilers	10 days	Mon 5/18/16	Fri 5/13/16
87	Install new boilers and hot water heater	30 days	Mon 5/18/16	Fri 6/24/16
88	Control System Improvements	104 days	Mon 2/22/16	Thu 7/14/16
89	DDC Controls	100 days	Mon 2/22/16	Fri 7/8/16
91	Commissioning - Boilers, Seasonal Operation - Weather Dependent	4 days	Mon 7/11/16	Thu 7/14/16
92	Install EV Charging Station	15 days	Mon 11/23/15	Fri 12/11/15
93	Solar PV (Trees)	20 days	Mon 11/30/15	Fri 12/25/15
94	New Chillers	45 days	Mon 1/18/16	Fri 3/18/16
95	Demo existing chillers	15 days	Mon 1/18/16	Fri 2/5/16
96	Install new chillers	30 days	Mon 2/8/16	Fri 3/18/16
97	Close-out	30 days	Fri 7/8/16	Fri 8/19/16
98	Substantial Completion	0 days	Fri 7/8/16	Fri 7/8/16
99	Final Punch List & Misc Items to complete	2 wks	Mon 7/11/16	Fri 7/23/16
100	Final Commissioning	2 wks	Mon 7/11/16	Fri 7/23/16
101	Training Refresher	1 wk	Mon 7/25/16	Fri 7/29/16
102	O&M Manual Finalization	3 wks	Mon 8/1/16	Fri 8/19/16
103	Final Acceptance	0 days	Fri 8/19/16	Fri 8/19/16
104	Engineering	370 days	Mon 9/21/15	Fri 2/17/17
105	Issue Subcontracts and Vendor Purchase Orders	100 days	Mon 9/21/15	Fri 10/16/15
106	Design / Engineering / Permitting	4 wks	Mon 9/21/15	Fri 10/16/15
107	Procurement	3 mons	Mon 10/19/15	Fri 1/8/16
108	Lighting Upgrades	85 days	Mon 5/18/16	Fri 8/9/16
109	Water Conservation	40 days	Mon 5/18/16	Fri 7/8/16
110	New Boilers and Domestic Hot Water Heater	150 days	Mon 1/11/16	Fri 6/24/16
111	NICOR gas service to building	22 days	Mon 1/11/16	Fri 2/8/16
112	Demo Existing Boilers	10 days	Mon 1/11/16	Fri 1/22/16
113	Install new boilers and hot water heater	10 days	Mon 1/11/16	Fri 1/22/16
114	Control System Improvements	124 days	Mon 12/19/16	Fri 12/30/16
115	DDC Controls	5 days	Mon 12/17	Fri 1/6/17
116	Commissioning - Boilers, Seasonal Operation - Weather Dependent	40 days	Mon 12/17	Fri 9/21/16
117	Water Conservation	45 days	Mon 7/4/16	Fri 8/21/16
118	NICOR gas service to building	22 days	Mon 1/11/16	Fri 2/8/16
119	Demo Existing Boilers	10 days	Mon 1/11/16	Fri 1/22/16
120	Install new boilers and hot water heater	30 days	Mon 5/18/16	Fri 6/24/16
121	Control System Improvements	124 days	Wed 3/23/16	Fri 9/5/16
122	DDC Controls	120 days	Wed 3/23/16	Mon 8/23/16
123	Commissioning - Boilers, Seasonal Operation - Weather Dependent	4 days	Wed 8/17/16	Mon 8/22/16
124	Install EV Charging Station	15 days	Mon 12/14/15	Fri 1/1/16
125	Solar PV (Trees)	20 days	Mon 12/21/15	Fri 1/15/16
126	New Chillers	37 days	Mon 2/8/16	Thu 3/28/16
127	Demo Existing Chillers	15 days	Mon 2/8/16	Fri 2/26/16
128	Install New Chillers	30 days	Wed 2/17/16	Thu 3/28/16
129	Close-out	30 days	Fri 7/8/17	Fri 2/17/17
130	Substantial Completion	0 days	Fri 7/8/17	Fri 7/8/17
131	Final Punch List & Misc Items to complete	10 days	Mon 10/9/17	Fri 10/20/17
132	Final Commissioning	10 days	Mon 10/9/17	Fri 10/20/17
133	Training	1 wk	Mon 1/23/17	Fri 1/27/17
134	O&M Manual Finalization	3 wks	Mon 1/30/17	Fri 2/17/17
135	Final Acceptance	0 days	Fri 2/17/17	Fri 2/17/17
136	Engineering	140 days	Mon 6/1/16	Fri 12/11/16
137	Engineering	80 days	Mon 6/1/16	Fri 8/18/16

**Task** (Solid bar) **Milestone** (Diamond) **Summary** (Dotted bar) **Roll Up Task** (Thick bar) **Roll Up Milestone** (Thick diamond) **Roll Up Progress** (Thick bar) **Split** (Dashed bar) **External Task** (Thin bar) **Project Summary** (Thin bar) **External Milestone** (Thin diamond) **Inactive Milestone** (Thin dotted bar) **Inactive Task** (Thin dotted bar) **Duration-only** (Thin bar) **Manual Summary** (Thin bar) **Manual Summary Rollup** (Thin bar) **Star-Only** (Thin bar) **Manual Summary** (Thin bar) **Progress** (Thin bar) **Finish-only** (Thin bar) **Dedline** (Thin bar)

# Cook County Package No. 2 - Preliminary Project Schedule



ID	Task Name	Duration	Start	Finish
138	Issue Subcontracts and Vendor Purchase Orders	4 wks	Mon 8/1/15	Fri 8/28/15
139	Design / Engineering / Permitting	2 mons	Mon 8/24/15	Fri 9/18/15
140	Procurement	15 days	Mon 9/14/15	Fri 9/18/15
141	Lighting	60 days	Mon 8/17/15	Fri 11/6/15
142	Controls	5 days	Mon 8/24/15	Fri 9/4/15
143	Water Conservation	15 days	Mon 8/10/15	Fri 8/28/15
144	Weatherization and OH Doors	20 days	Mon 8/10/15	Fri 9/4/15
145	Solar Wall	0 days	Fri 11/6/15	Fri 11/6/15
146	Close-out	0 days	Mon 11/9/15	Fri 11/20/15
147	Substantial Completion	1 wk	Mon 11/9/15	Fri 11/20/15
148	Final Punch List & Misc Items to complete	3 wks	Mon 11/23/15	Fri 12/11/15
149	Final Commissioning	0 days	Mon 8/1/15	Fri 11/20/15
150	Training Refresher	80 days	Mon 8/1/15	Fri 11/20/15
151	Final Acceptance	4 wks	Mon 8/1/15	Fri 9/18/15
152	Engineering	2 mons	Mon 8/24/15	Fri 9/18/15
153	Issue Subcontracts and Vendor Purchase Orders	2 mons	Mon 8/24/15	Fri 9/18/15
154	Design / Engineering / Permitting	15 days	Mon 9/14/15	Fri 9/18/15
155	Procurement	35 days	Mon 9/21/15	Fri 11/6/15
156	Lighting	15 days	Mon 8/31/15	Fri 9/18/15
157	Water Conservation	20 days	Mon 8/31/15	Fri 9/18/15
158	Weatherization and OH Doors	30 days	Mon 11/9/15	Fri 12/18/15
159	Solar Wall	0 days	Fri 12/18/15	Fri 12/18/15
160	Controls	2 wks	Mon 12/21/15	Fri 1/19/16
161	Close-out	1 wk	Mon 12/28/15	Fri 1/19/16
162	Project Substantial Completion	3 wks	Mon 1/4/16	Fri 1/22/16
163	Final Punch List & Misc Items to complete	0 days	Mon 8/1/15	Fri 1/19/16
164	Final Commissioning	80 days	Mon 8/1/15	Fri 1/19/16
165	Training Refresher	4 wks	Mon 8/1/15	Fri 1/19/16
166	Final Acceptance	2 mons	Mon 8/24/15	Fri 1/19/16
167	Engineering	2 mons	Mon 8/24/15	Fri 1/19/16
168	Issue Subcontracts and Vendor Purchase Orders	15 days	Mon 10/12/15	Fri 1/19/16
169	Design / Engineering / Permitting	5 days	Mon 9/7/15	Fri 9/11/15
170	Procurement	20 days	Wed 9/23/15	Tue 10/20/15
171	Lighting	15 days	Mon 11/23/15	Fri 12/18/15
172	Water Conservation	25 days	Mon 11/23/15	Fri 12/18/15
173	Weatherization and OH Doors	0 days	Fri 12/18/15	Fri 12/18/15
174	Solar Wall	2 wks	Mon 12/21/15	Fri 1/19/16
175	Controls	1 wk	Mon 12/21/15	Fri 1/19/16
176	Close-out	3 wks	Mon 12/21/15	Fri 1/19/16
177	Project Substantial Completion	0 days	Mon 12/21/15	Fri 1/19/16
178	Final Punch List & Misc Items to complete	0 days	Mon 12/21/15	Fri 1/19/16
179	Final Commissioning	1 wk	Mon 12/21/15	Fri 1/19/16
180	Training Refresher	3 wks	Mon 12/21/15	Fri 1/19/16
181	Final Acceptance	0 days	Mon 12/21/15	Fri 1/19/16
182	Engineering	0 days	Mon 12/21/15	Fri 1/19/16
183	Issue Subcontracts and Vendor Purchase Orders	147 days	Mon 12/21/15	Fri 1/19/16
184	Design / Engineering / Permitting	80 days	Mon 8/1/15	Fri 9/18/15
185	Procurement	4 wks	Mon 8/1/15	Fri 9/18/15
186	Lighting	2 mons	Mon 8/24/15	Fri 9/18/15
187	Water Conservation	2 mons	Mon 8/24/15	Fri 9/18/15
188	Weatherization and OH Doors	15 days	Mon 11/23/15	Fri 12/18/15
189	Solar Wall	5 days	Mon 8/7/15	Fri 8/11/15
190	Controls	30 days	Wed 10/7/15	Tue 11/17/15
191	Close-out	15 days	Wed 10/7/15	Tue 11/17/15
192	Project Substantial Completion	15 days	Wed 10/7/15	Tue 11/17/15
193	Final Punch List & Misc Items to complete	25 days	Tue 11/17/15	Tue 12/22/15
194	Final Commissioning	0 days	Tue 11/17/15	Tue 11/17/15
195	Final Acceptance	2 wks	Wed 11/18/15	Tue 11/24/15
196	Task			
197	Milestone			
198	Summary			

# Cook County Package No. 2 - Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish	2016													
					1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
203	Training Refresher	1 wk	Wed 1/25/15	Tue 1/27/15														
204	OMM Manual Finalization	3 wks	Wed 1/22/15	Tue 1/22/15														
205	Final Acceptance	0 days	Tue 1/22/15	Tue 1/22/15														
206	Engineering	195 days	Mon 9/17/15	Fri 9/18/15														
207	Design / Engineering / Permitting	80 days	Mon 9/17/15	Fri 9/18/15														
208	Issue Subcontracts and Vendor Purchase Orders	4 wks	Mon 9/17/15	Fri 9/25/15														
209	Procurement	2 mos	Mon 9/17/15	Fri 9/18/15														
210	Weatherization	10 days	Mon 7/27/15	Fri 10/2/15														
211	Heating System Upgrades	20 days	Mon 9/21/15	Fri 11/6/15														
212	Lighting	15 days	Mon 11/23/15	Fri 12/11/15														
213	Water Conservation	5 days	Mon 9/14/15	Fri 9/18/15														
214	Controls	15 days	Mon 11/4/15	Fri 11/20/15														
215	Close-out	25 days	Fri 1/22/16	Fri 2/28/16														
217	Substantial Completion	0 days	Fri 1/22/16	Fri 1/22/16														
218	Final Punch List & Misc. Items to complete	2 wks	Mon 1/25/16	Fri 2/5/16														
219	Final Commissioning	1 wk	Mon 2/8/16	Fri 2/12/16														
220	Training Refresher	3 wks	Mon 2/8/16	Fri 2/19/16														
221	OMM Manual Finalization	0 days	Mon 2/8/16	Fri 2/26/16														
222	Final Acceptance	0 days	Fri 2/26/16	Fri 2/26/16														

**Task**

**Milestone**

**Summary**

**Roll Up Task**

**Roll Up Milestone**

**Roll Up Progress**

**External Milestone**

**Inactive Milestone**

**Inactive Task**

**Inactive Milestone**

**Spk**

**External Table**

**Project Summary**

**Inactive Summary**

**Manual Task**

**Duration-only**

**Manual Summary Rollup**

**Manual Summary**

**Start-only**

**Finish-only**

**Progress**

**Deadline**

**3**

**C**

**3**



## **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" 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 Guarantee Period.

"Guaranteed Savings Reconciliation Report" is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same 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 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 Guarantee Period as a result of the ECMs provided by ESCO.

**2. Term and Termination**

- 2.1 Guarantee Period. The 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 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 Guarantee Periods shall be null and void.

**3. Savings Guarantee**

- 3.1 Guaranteed Savings: The guaranteed savings for each 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
	kWh	Annual kW	Wtr & Swr (Kgal)	Therms			
1					\$193,199	\$1,411,329	\$1,604,528
2					\$198,029	\$1,439,556	\$1,637,585
3					\$202,980	\$1,468,347	\$1,671,327
4					\$208,054	\$1,497,714	\$1,705,768
5					\$213,256	\$1,527,668	\$1,740,924
6					\$218,587	\$1,558,221	\$1,776,808
7					\$224,052	\$1,589,386	\$1,813,438
8	19,611,152	40,712	6,765	-19,517	\$229,653	\$1,621,173	\$1,850,826
9					\$235,394	\$1,653,597	\$1,888,991
10					\$241,279	\$1,686,669	\$1,927,948
11					\$247,311	\$1,720,402	\$1,967,713
12					\$253,494	\$1,754,810	\$2,008,304
13					\$259,831	\$1,789,906	\$2,049,737
14					\$266,327	\$1,825,705	\$2,092,032

15			\$272,985	\$1,862,219	\$2,135,204
16			\$279,810	\$1,899,463	\$2,179,273
17			\$286,805	\$1,937,452	\$2,224,257
18			\$293,975	\$1,976,201	\$2,270,176
19			\$301,324	\$2,015,725	\$2,317,049
20			\$308,858	\$2,056,040	\$2,364,898
<b>Totals</b>			<b>\$4,835,203</b>	<b>\$34,291,523</b>	<b>\$39,226,726</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	
Courthouse ECM C1 - Ground Source Heat Pump	\$4,308
Courthouse ECM C3- New Boilers (and NG DHW Heaters)	\$4,308
Courthouse ECM C3 -Chiller Replacement	\$12,924
Courthouse ECM C6 - Control System Upgrade	\$5,384
Highway ECM – H1 Heating System Upgrade	\$5,384
Highway ECM H2 - Roof-top Unit Replacement	\$2,692
Highway ECM H11 - N2 Tire Filling Stations	\$33,619
Court ECM C7, HWY ECM H4 - LED Lighting Upgrades	\$124,580
<b>Total Year 1 O&amp;M Savings</b>	<b>\$193,199</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 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 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 Guarantee Period is less than the 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 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.

3.2.7 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.

3.2.8 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 Floor Energy Rates

Building or Site	Electricity \$/kW	Electricity \$/kWh	Natural Gas \$/therm	Water & Sewer \$/kGal
Skokie Court	\$5.960	\$0.053	\$0.561	\$3.600
Rolling Meadows Court	\$5.960	\$0.056	\$0.561	\$13.500
Bridgeview Court	\$5.960	\$0.049	\$0.561	\$8.600

Building or Site	Electricity \$/kW	Electricity \$/kWh	Natural Gas \$/therm	Water & Sewer \$/kGal
Markham Court	\$5.960	\$0.055	\$0.561	\$9.200
Schaumburg Highway	\$5.680	\$0.057	\$0.6782	\$7.700
Des Plaines Highway	\$5.680	\$0.059	\$0.6782	\$6.500
La Grange Highway	\$5.680	\$0.059	\$0.7155	\$10.900
Orland Park Highway	\$5.680	\$0.055	\$0.6782	\$8.500
Riverdale Highway	\$5.680	\$0.058	\$0.7155	\$8.600

Table 4: Escalation Rates

Description	Year 1 % Escalation	% Annual Escalation thereafter
Electricity	6.1%	2.0%
Natural Gas	6.1%	2.0%
Steam	6.1%	2.0%
Water / Sewer	6.1%	2.0%
Operation and Maintenance Cost Savings	7.7%	2.5%

The year 1 escalation rates are based on the number of months between (A) when the baseline rates were set and (B) the middle of the first year of the performance period.

Water/Sewer escalation for the first 12 months of year 1 escalation based on City of Chicago Water Department projections.



#### **4. Measurement and 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 4: Baseline Energy Rates and Table 5: 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 \$735,029 of Savings During Construction (SDC) which will accrue to the benefit of the County during the construction period. 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 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 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.
3. 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 & Verification Plan**

ESCO and the County agree that the Verified Savings will be determined using the following Measurement and Verification (M&V) Plan. Through this plan, the Guaranteed Savings generated by the ECMs installed in the Facilities will be verified. The 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. Courthouse Building Specific ECMs**

### **ECM C1: Ground Source Heat Pump - Skokie**

ESCO will apply a combination of IPMVP Options D and A for this ECM.

This measure is to replace an aging central plant of electric boilers and chillers at Skokie Courthouse with a new geothermal heat pump system and supplemental gas-fired boilers and new chillers. System economics and redundancy are optimized by designing a 200-ton geothermal well field with supplemental gas-fired boilers and centrifugal chillers. Based on historical operating data and building block load calculations, the new system is designed for a peak cooling load of 500 tons, with N+1 redundancy and a heating capacity of 6,000 mbh, with N+1 redundancy. The geothermal thermal system will provide more than 80% of the seasonal heating and cooling requirements, with new boilers and chillers providing supplemental heating and cooling.

#### *Savings Calculation Methodology*

Facility drawings, equipment nameplate data, temperature logger data and facility interviews were used to establish baseline parameters including equipment efficiency, operating schedules, and building HVAC load.

The energy savings for this measure was calculated using the eQUEST model developed for the Skokie Courthouse. The baseline used facility inspections, mechanical schedules, and facility staff interviews to determine the heating operating profiles for each facility. The baseline model also reconciled energy consumption with utility data.

To calculate the cooling savings in the eQUEST model, the chiller specifications were changed to the new GSHP chiller for the base chiller. The energy for the new well field pump was added by increasing the head pressure on the condensate water pump for the GSHP chiller. The chiller specifications for the backup/peaking chiller were put in the model and this chiller was sequenced to allow the GSHP chiller to act as lead chiller at all times.

To calculate the heating savings in the eQUEST model, the lead boiler was replaced in the model with the GSHP and its specifications. The boiler specifications for the backup/peaking gas fired boiler were put in the model and this boiler was sequenced to allow the GSHP to act as the lead source of heat for the heating water loop at all times.

To calculate the domestic heating water savings in the eQUEST model, the electric water heater in the model was replaced with the specifications for the gas fired high efficiency domestic water heater with the fuel source changed to natural gas. 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.

### **Model Baseline Assumptions:**

- ▶ Existing electric boiler efficiency of 99% with slight heat waste to boiler room
- ▶ Existing chiller full load power consumption of 0.828 kW/ton
- ▶ Existing cooling towers will be reused sparingly
- ▶ Existing electric domestic water heater efficiency of 99% with slight heat waste to boiler room

### **Changes to Model to Achieve Savings**

- ▶ New heat pump/heat recovery chiller will be 0.759 kW/ton in cooling mode and a COP of 4.34 in heating mode. Efficiencies based on full load.
- ▶ New high efficiency condensing boilers replace electric boilers
- ▶ New boiler efficiency of 87% at 180°F supply temperature and 98% at 80°F with a 15:1 turndown ratio. Efficiencies based on a 20°F temperature difference between supply and return.
- ▶ New standard chiller efficiency of 0.68 kW/ton at full load.
- ▶ New water heater efficiency of 96% with a 5:1 turn down ratio

### ***Post-Installation Period M&V Activities***

Review the sequences of operations and equipment specifications to confirm control strategies and equipment performance meet the proposed design intent. Equipment will be functionally performance tested to confirm equipment operates per the proposed sequences, and that schedules and setpoints are properly programmed. A trend review of the system will be completed to confirm sequences are operating as programmed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the eQUEST model in order to determine the expected savings.

### ***Performance Period M&V Activities***

Annually, a site inspection of the new equipment will be conducted to confirm the system is in good working order. A trend review of sequences, schedules and setpoints in the control system will be conducted to confirm operation profiles remain as commissioned.

During the First Guarantee Period, ESCO will perform monthly reviews of available trended EMCS data to review the operational performance of the installed equipment and verify that the proper schedules and setpoints remain in place. In subsequent Guarantee Periods, ESCO will perform the review on a quarterly basis. All noted deficiencies will be reported to the County.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM C2: Boiler (and DHW) Replacement - Rolling Meadows, Bridgeview and Markham**

ESCO will apply a combination of IPMVP Options D and A for this ECM.

This measure is to remove existing electric boilers and domestic hot water heaters and replace with new high efficiency gas-fired condensing boilers and gas-fired domestic water heaters at Rolling Meadows, Bridgeview and Markham courthouses.

### ***Savings Calculation Methodology***

The energy savings for this measure was calculated using the eQUEST model developed for the Bridgeview, Markham, and Rolling Meadows Courthouses. The baseline used facility inspections, mechanical schedules, and facility staff interviews to determine the heating operating profiles for each facility. The baseline model also reconciled energy consumption with utility data.

To calculate the heating savings in the eQUEST model, the boiler specifications for the high efficiency gas fired boiler were put in the model in place of the specifications for the electric boilers. The fuel source was changed from electric to natural gas. All other parameters remained unchanged.

To calculate the heating savings in the eQUEST model, the domestic water heater specifications for the gas fired water heater were put in the model in place of the specifications for the electric water heater. The fuel source was changed from electric to natural gas. All other parameters remained unchanged. The water consumption was calibrated in the baseline to the audited results and remained the same pre and post installation of this ECM. Any savings from heating due to reduction in water use is in the water conservation ECM.

The eQUEST models account for interactive effects with other measures.

### **Model Baseline Assumptions**

- ▶ Existing electric boiler efficiency of 99% with slight heat waste to boiler room.
- ▶ Existing electric water heater efficiency of 99% with slight heat waste to boiler room.
- ▶ Flows based on audited results and will remain the same.

### **Changes to Model to Achieve Savings**

- ▶ New high efficiency condensing boilers replace electric boilers
- ▶ New boiler efficiency of 87% at 180°F supply temperature and 98% at 80°F with a 15:1 turndown ratio. Efficiencies based on a 20°F temperature difference between supply and return.
- ▶ New high efficiency condensing domestic water heater replaces one electric water heater
- ▶ New water heater efficiency of 96% with a 5:1 turn down ratio

### ***Post-Installation Period M&V Activities***

A review of the boiler sequence of operations and equipment specifications will be performed to confirm installed equipment meets proposed design. Functional performance and combustion testing will be conducted to confirm the boilers meet proposed performance.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the eQUEST model in order to determine the expected savings.

### ***Performance Period M&V Activities***

Annually, a site inspection will be conducted to confirm equipment condition and a trend review of the control system set-points and sequences will be reviewed to confirm operation profiles remain as commissioned. All findings, including any noted deficiencies and suggested corrective actions, will be included in the annual M&V Report.

During the First Guarantee Period, ESCO will perform monthly reviews of available trended EMCS data to review the operational performance of the installed equipment and verify that the proper schedules and set-points remain in place. In subsequent Guarantee Periods, ESCO will perform the review on a quarterly basis. All noted deficiencies will be reported to the County.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.



## **ECM C3: Chiller Replacement – Rolling Meadows, Bridgeview, Markham**

ESCO will apply a combination of IPMVP Options D and A for this ECM.

This measure is to remove two (2) existing 390 ton chillers and replace with two (2) 410 ton high-efficiency, variable speed centrifugal chillers. Reconnect to existing cooling tower water and chilled water.

### ***Savings Calculation Methodology***

The energy savings for this measure was calculated using the eQUEST model developed for the Bridgeview, Markham, and Rolling Meadows Courthouses. The baseline used facility inspections, mechanical schedules, and facility staff interviews to determine the heating operating profiles for each facility. The baseline model also reconciled energy consumption with utility data.

To calculate the cooling savings in the eQUEST model, the chiller specifications were changed to the new variable speed, centrifugal chiller from the original chiller specifications. The eQUEST model simulates the full and part load conditions for each hour of the year to calculate savings.

### **Model Baseline Assumptions**

- ▶ Existing chiller full load power consumption of 0.827 kW/ton
- ▶ Existing cooling tower reused.

### **Changes to Model to Achieve Savings**

- ▶ Savings are achieved by inputting the efficiency of the proposed chillers.
- ▶ New variable speed centrifugal chiller efficiency of 0.624 kW/ton at full load.

### ***Post-Installation Period M&V Activities***

Review of the sequences of operations, and equipment specifications will be reviewed to confirm control strategies and equipment performance meets the proposed design intent. Equipment will be functional performance tested to confirm equipment operates per the proposed sequences and setpoints are properly programmed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the eQUEST model in order to determine the Verified Savings.

### ***Performance Period M&V Activities***

Annually, a site inspection of the new equipment will be conducted to confirm the system is in good working order. A review of sequences and setpoints in the control system will be conducted to confirm operation profiles remain as commissioned.

During the First Guarantee Period, ESCO will perform monthly reviews of available trended EMCS data to review the operational performance of the installed equipment and verify that the proper schedules and setpoints remain in place. In subsequent Guarantee Periods, ESCO will perform the review on a quarterly basis. All noted deficiencies will be reported to the County.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM C4: New AHU Fans and VFDs - Skokie**

ESCO will apply a combination of IPMVP Options D and A for this ECM.

This measure is to replace the existing supply fans and return fans in five existing built up air handling units. Replace the fans with new vane-axial fans with new VFDs.

### ***Savings Calculation Methodology***

The energy savings for this measure was calculated using the eQUEST model developed for the Skokie Courthouse. Baseline power measurements of AHU-4 & 5, as well as airflow measurements for AHUs 4 & 5 were conducted to identify supply air volumes, outside air percentages, and fan power. The baseline model also reconciled energy consumption with utility data.

To calculate the fan energy savings in the eQUEST model, the increased efficiencies of the fans as well as the increased efficiencies of the fan motors were changed from the baseline to the proposed model. Additionally the baseline model reflected a constant volume fan and the proposed model reflected variable speed control. The eQUEST model simulates the air flow and corresponding horsepower required for each hour of the year to calculate savings.

### **Model Baseline Assumptions**

- ▶ Existing total overall fan efficiency (includes mechanical efficiency, fan efficiency and motor efficiency) of 52%.
- ▶ Constant volume/ constant speed control with fans working against additional duct pressure when terminal units move toward closed and riding the fan curve.

### **Changes to Model to Achieve Savings**

- ▶ Proposed total overall fan efficiency (includes mechanical efficiency, fan efficiency and motor efficiency) of 68%. Variable speed control of air flow and static pressure.

### ***Post-Installation Period M&V Activities***

Review of the sequences of operations, and equipment specifications will be reviewed to confirm control strategies and equipment performance meets the proposed design intent. Equipment will be functional performance tested to confirm equipment operates per the proposed sequences, and setpoints are properly programmed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the eQUEST model in order to determine the expected savings.

### ***Performance Period M&V Activities***

Annually, a site inspection of the new equipment will be conducted to confirm the system is in good working order. A review of sequences and setpoints in the control system will be conducted to confirm operation profiles remain as commissioned.

During the First Guarantee Period, ESCO will perform monthly reviews of available trended EMCS data to review the operational performance of the installed equipment and verify that the proper schedules and set-points remain in place. In subsequent Guarantee Periods, ESCO will perform the review on a quarterly basis. All noted deficiencies will be reported to the County.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

**ECM C5: Electronic Air Filters**

Not in project scope

## **ECM C6: Control System Upgrades - Skokie, Rolling Meadows, Bridgeview, Markham**

ESCO will apply a combination of IPMVP Options D and A for this ECM.

ESCO will upgrade the existing control system to be accessed remotely and to be updated from a fully pneumatic system to a JCI direct digital controls (DDC) system. This will include testing, calibrating and resetting all control devices and sensors. All sequences will be modified to obtain better efficiency in building operation. Night setback schedules will be revised and set more aggressively while maintaining occupant comfort. Outside air (OA) will be more tightly controlled by implementing demand controlled ventilation (DCV) with the introduction of carbon dioxide (CO<sub>2</sub>) monitors to control minimum outside air based on actual occupant need.

### ***Savings Calculation Methodology***

The energy savings for this measure was calculated using the eQUEST model developed for the courthouse buildings. Baseline logging of space temperature, fan status and instantaneous power measurements, as well as airflow measurements for were conducted to identify space temperature control, night setbacks, operational hours, supply air volumes, outside air percentages, and fan power. The baseline model also reconciled energy consumption with utility data. For results of the baseline measurements, please refer to Appendix B.

To calculate the savings from night setback, the existing occupancy schedule was determined from interval data, staff interviews and data logger information. This existing schedule was input in to the baseline model of eQUEST. The post installation night set back schedule was set in the model as 6:00am to 6:00pm all weekdays except holidays. AHU start/stop was similarly scheduled with on/off cycling during night setback to maintain building temperature.

DCV was only applied where it was practical, namely for AHUs that serve common (rotunda) areas and the court rooms. The layout of AHUs at Skokie made it impractical to apply demand control ventilation and still insure fresh air to all occupants. At the other three courthouses, three AHUs at each lent themselves to DCV.

### **Model Baseline Assumptions**

- ▶ 72 deg F heating setpoint
- ▶ 74 deg F cooling setpoint

### **Changes to Model to Achieve Savings**

- ▶ 72 deg F heating, occupied
- ▶ 65 deg F heating unoccupied
- ▶ 74 deg F cooling occupied
- ▶ 80 deg F cooling unoccupied
- ▶ 700 PPM above ambient CO<sub>2</sub> where demand control ventilation is applied

### ***Post-Installation Period M&V Activities***

Review of the sequences of operations will be reviewed to confirm control strategies and sequence of operations meets the proposed design intent. Equipment will be functional performance tested to confirm equipment operates per the proposed sequences, and setpoints are properly programmed.

Results of the M&V activities during the Post Installation Period will be used to confirm the inputs to the eQUEST model in order to determine the expected savings.

#### *Performance Period M&V Activities*

During the First Guarantee Period, ESCO will perform monthly reviews of available trended EMCS data to review the operational performance of the installed equipment and verify that the proper schedules and setpoints remain in place. In subsequent Guarantee Periods, ESCO will perform the review on a quarterly basis. All noted deficiencies will be reported to the County.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM C10: Window Replacement - Skokie**

ESCO will apply a combination of IPMVP Options D and A for this ECM.

The Skokie window replacement project will increase the performance of the aging window system while saving energy and reducing costs. The window project will replace existing leaking single pane glass with energy efficient, double pane, low-e windows.

### ***Savings Calculation Methodology***

Energy savings for this measure were calculated using the calibrated eQUEST model. Savings result from the following:

- ▶ Improved U-value from 6.31 to 3.12 (BTU/hr °F ft<sup>2</sup>)
- ▶ Reduced infiltration with new window installation

The savings associated with the new windows were calculated by changing the U-value parameter and infiltration around the windows in the eQUEST model. This change reflects the improvement of the reduced conduction losses of the double-pane low-e glazing and tighter fit (reduced infiltration) that the window opening will have on energy consumption.

### ***Post-Installation Period M&V Activities***

Review as-built information to confirm U-Value of installed windows meets proposed U-Value.

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***

Perform annual inspection of a sample of the installed windows to confirm they are in good operating condition.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **Courthouse Buildings ECM C11Solar Photovoltaic (PV) - Rolling Meadows, Bridgeview & Markham Courthouses**

ESCO will apply IPMVP Option A for this ECM.

A solar tree PV system will be installed at three of the courthouses to produce electricity on-site.

### ***Savings Calculation Methodology***

PV Watts®, an on-line solar calculator that uses hourly typical meteorological year weather data and a PV performance model to estimate annual energy production was used in determining the energy savings associated with this measure. The efficiency of the entire system, from the panels, possible shading and transmission losses are incorporated into the model. For every 1kW of installed system capacity, we expect 1,196 kWh of electricity production per year.

### ***Post-Installation Period M&V Activities***

A review of as-built equipment information will confirm the installed solar system size meets proposed design. ESCO will review two weeks of system data during the post-installation period and normalize the results to standard test conditions (STC) to verify system performance and capacity.

### ***Performance Period M&V Activities***

Verified Savings will be based on the Post-Installation analysis and will not be revised during the performance phase. ESCO will also report the system's metered output for informational purposes but will base the Verified Savings on the post-installation analysis because the County will have full O&M responsibility for the system.



### **ECM C13: Demand Curtailment Services**

There are no guaranteed savings associated with this ECM. No M&V is proposed.

This measure will provide the opportunity to generate revenue for achieving demand response commitments during the construction period.

#### ***Savings Calculation Methodology***

There are no guaranteed savings claimed with this ECM.

#### ***Post-Installation Period M&V Activities***

There are no guaranteed savings associated with this ECM. No M&V is proposed. Any documented revenue earned by the County during construction will be considered Additional Savings.

#### ***Performance Period M&V Activities***

There are no guaranteed savings associated with this ECM. No M&V is proposed.

## 5. Highway Building-Specific ECMs

### ECM H1: Heating System Upgrades - La Grange and Orland Park

ESCO will apply IPMVP Option A for this ECM.

The steam heating in LaGrange will be replaced with gas fired unit heaters which will provide efficient heating to the space in a cost effective package. In most of LaGrange, infrared heating is not an appropriate technology due to a low ceiling in the maintenance area and tall shelving with combustibles in the parts areas. Thus, gas fired unit heaters will be installed throughout to replace steam unit heaters.

In Orland Park, IR heating is the best heating system for the space; occupants will be most comfortable with IR and de-icing of trucks is most effective with IR due to radiative heat. IR heating directly heats objects in the area, including the people and floor. This will de-ice trucks more effectively than the existing unit heaters which heat the air to transfer heat surfaces. By locating IR heating systems such that surfaces are evenly heated, infrared heating provides uniform heating throughout the workspace, without the significant stratification issues of a unit heater.

#### *Savings Calculation Methodology*

The savings for this ECM were calculated using an 8,760 hour temperature bin analysis. The calculations assume that the building heating load correlates directly with outdoor air temperature in heating season. Because gas usage for the entire facility is not sub-metered by building or major mechanical equipment, baseline gas usage for the areas affected by this ECM are modeled proportional to the other areas on a square foot basis.

Savings for the equipment upgrades are as a result of improved combustion heat transfer from the natural gas to the space being heated. Baseline equipment efficiencies are based on the type of equipment installed and estimated operating condition.

- ▶ LaGrange boiler efficiency - 60% heating efficiency
  - 80% typical for steam, -10% tuning/fouling; -10% distribution/condensate losses
- ▶ Orland Park boiler efficiency - 67% heating efficiency
  - 82% typical for hot water, -10% tuning/fouling; -5% distribution losses

The difference between the existing equipment efficiencies and the new equipment efficiencies result in energy savings.

- ▶ Infrared Heating Areas - 90% heating efficiency; Orland Park Maintenance shop
- ▶ Gas Fired Unit Heating Areas - 80% heating efficiency; all other former boiler heated areas

#### *Post-Installation Period M&V Activities*

A functional performance test will be conducted on the retrofitted units to confirm units are installed and operational 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 will confirm units are still programmed as proposed, and units are in good working order.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM H2: Rooftop Unit Replacement - Des Plaines**

ESCO will apply IPMVP Option A for this ECM.

The Des Plaines facility multi-zone unit (MZU) serving the office and the make-up air unit (MAU) serving the mezzanine are beyond their expected services lives. Replacement of the MZU and MAU will provide more efficient and reliable service for the offices and mezzanine areas, respectively. The existing MZU is constant volume which means there is no modulation of airflow and corresponding fan power based on space needs. The proposed RTU replacing the MZU will be variable volume which saves significant fan power during part load operation and reduces wasted energy due to simultaneous heating and cooling.

### ***Savings Calculation Methodology***

The savings for this ECM were calculated using an 8,760 hour bin analysis in an Excel spreadsheet. The MAU and MZU heating loads were determined by creating a bin data model which estimated that on a peak design day the equipment was operating at maximum capacity. Cooling loads for the MZU were calculated similarly. Hourly weather data correlated with occupancy rates created a load profile for the equipment which corresponds to fan operation and power. The difference between the existing equipment efficiencies and the new equipment efficiencies result in energy savings.

- ▶ Baseline Conditions
  - Heating Efficiency: 70%
  - Cooling Efficiency: 8.0 SEER
- ▶ Proposed Conditions
  - Heating Efficiency: 82%
  - Cooling Efficiency: 15.0 SEER

### ***Post-Installation Period M&V Activities***

A functional performance test will be conducted on the retrofitted units to confirm units are installed and operational 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 will confirm units are still programmed as proposed, and units are in good working order.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

### **ECM H3: New Highway Building Controls - Schaumburg, Des Plaines, La Grange, Orland Park, Riverdale**

ESCO will apply IPMVP Option A for this ECM.

Updated controls systems at the highway facilities will reduce energy consumption by efficiently scheduling operation of heating and cooling systems and maintaining appropriate space temperatures. When spaces are unoccupied, lower temperature set-points can be programmed into the control system; when outdoor air temperatures are high, heating system operation can be locked out. The new control systems at each facility will include a new JCI Network control panel, building level field panels and local temperature controllers for existing and new equipment.

#### ***Savings Calculation Methodology***

The savings for this ECM were calculated using an 8,760 hour bin analysis in an Excel spreadsheet. Heat loss through the buildings was modeled based on surface area, estimated building effective R value, typical infiltration losses and typical meteorological year (TMY) Chicago bin weather data split into temperature bins by 8 hour segments during the day. Through this model the heating load is determined at the space set point for outside temperatures during occupied and unoccupied times. This heating load excludes heat lost through open doors. For the baseline model, an average set point of 68°F for shop/storage space was used.

Savings are modeled by changing the heating set point lower (60°F for shop and storage spaces) during unoccupied periods. The reduction in the inside to outside temperature difference results in the less heat loss. The heat loss directly correlates to natural gas consumption savings.

It is assumed that doors will remain closed during unoccupied hours in the heating season; heating set points in occupied hours will remain unchanged and thus there will be no interactive effects with the door control savings. The applicable annual hours for temperature setback were reduced by 196 hours to account for extended snow removal operations.

#### ***Post-Installation Period M&V Activities***

A functional performance test will be conducted on the retrofitted units to confirm programmable thermostats are installed and operational 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 will confirm programmable thermostats are still programmed as proposed, and equipment is in good working order.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM H6: New Overhead Doors and Controls - Schaumburg, Des Plaines, Orland Park, Riverdale**

ESCO will apply IPMVP Option A for this ECM.

The automatic sensors will sense approaching vehicle traffic from either side of the door, open the door, and allow the vehicle to enter or exit and then safely shut the garage door. Damaged doors, identified in the IGA by the County, will be repaired or replaced.

### ***Savings Calculation Methodology***

The savings for this ECM were calculated using an 8,760 hour bin analysis in an Excel spreadsheet. The total heating energy lost through door operation was estimated by first modeling building heat lost through the building envelope. The baseline natural gas usage was then reduced by the modeled heat lost through the building envelope and the estimated natural gas use for heating domestic hot water. The remaining natural gas use is attributed to door operation. The heat lost through door operation is reduced proportionally by the estimated reduction in door open time as a result of the controls.

### ***Post-Installation Period M&V Activities***

A review of as-built information and a site walk will be conducted to confirm the proposed overhead doors have been completed 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***

An annual inspection will be conducted to confirm the doors and their controls are in good condition and operational.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

## **ECM H9: Solar Thermal Wall - Schaumburg, Des Plaines, Orland Park, Riverdale**

ESCO will apply IPMVP Option A for this ECM.

The buildings where this is proposed have significant south oriented building area and there are few building finishes impeding construction. The solar thermal wall will simply bolt on the existing building exterior and new distribution ductwork will be installed in the high bays. As a result the building will act as energy storage, storing extra heat into the night and reducing the amount of heat the gas-fired unit heaters will have to make overnight.

### ***Savings Calculation Methodology***

Savings for the solar thermal production of the wall were modeled using both PV Watts and RETScreen, which are industry accepted solar modeling software tools. Solar thermal production was limited to useful heating energy during non-peak heating days. This limited heat produced to only that needed to meet the space set point. Savings from this model were compared with the programmable thermostat space heat loss model and the door heat loss model, as all of these contribute to the energy used to heat the space.

### ***Post-Installation Period M&V Activities***

A review of as-built equipment information will confirm the installed solar system size meets proposed design.

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 will confirm units are operating as intended and equipment is in good working order.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

**ECM H11: Nitrogen Tire Filling Stations - Schaumburg, Des Plaines, La Grange, Orland Park, Riverdale**

Although there are savings in operations and vehicle fuel, for this project there are no savings associated with this ECM. No M&V is proposed.

***Savings Calculation Methodology***

There are no savings claimed with this ECM.

***Post-Installation Period M&V Activities***

There are no savings associated with this ECM. No M&V is proposed.

***Performance Period M&V Activities***

There are no savings associated with this ECM. No M&V is proposed.



## 6. ECMs Common to Both Courthouses and Highway Buildings

### Courthouse Buildings ECM C7; Highway Buildings ECM H4

#### LED Lighting Upgrades (Interior & Exterior) - All sites

ESCO will apply IPMVP Option A for this ECM.

Most existing linear fluorescent fixtures will be retrofit with integral driver LED tubes. Fluorescent fixtures in stairwells will be replaced with new bi-level, occupancy sensor controlled LED fixtures. Existing mercury vapor recessed down lights will be upgraded with LED retrofit kits. Exterior and parking garage HID fixtures will be replaced with new LED fixtures. Occupancy sensors will be installed in many areas throughout the buildings (not in court rooms).

#### *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 of the Investment Grade Audit.

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, ESCO 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, ESCO 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

$$HP_{HVAC} = \frac{(ES_{lighting} + ES_{controls}) * C_{energy}}{C_{MMBTu} * EFF} * UTIL_{heating}$$

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 the expected savings based on the as-built quantities, the post-installation wattage measurements, and the agreed-upon operating and occupancy schedules.

### 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.

## Courthouse Buildings ECM C8; Highway Buildings ECM H5

### Water Conservation - All sites

ESCO will apply IPMVP Option A for this ECM.

Existing domestic plumbing fixtures will be upgraded with the latest high efficiency toilets, urinals, faucet aerators and showerheads. These fixtures receive heavy usage from staff and visitors, and are responsible for a significant portion of the water consumption at each facility.

#### *Savings Calculation Methodology*

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.

Baseline quantities, fixture types, and usage profiles were derived from a room-by-room audit, facility interviews and ESCO'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 water measurements can be found in Section IX Appendices: Appendix B - M&V Measurements of the Investment Grade Audit.

The post-installation average flow rate for each type of fixture will be based on the manufacturer's rated performance. 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:

$TWS$	=	Water savings, in gal/yr, for the toilet retrofits.
$Q_{base}$	=	Average baseline flow rate, in gpf, per fixture
$Q_{post}$	=	Average post-installation flow rate, in gpf, per fixture
$N$	=	Number of people per occupant group
$FPD_{base}$	=	Flushes per day per occupant group (pre-retrofit)
$DPY$	=	Days per year per occupant group
$FPD_{post}$	=	Flushes per day per occupant group (post-retrofit)

#### **Lavatory Retrofits**

$$FWS = (Q_{base} - Q_{post}) * N * UPD * MPU * DPY$$

Where:

$FWS$	=	Water savings, in gal/yr, for the faucet retrofits.
$Q_{base}$	=	Average baseline flow rate, in gpm, per fixture
$Q_{post}$	=	Average post-installation flow rate, in gpm, per fixture
$N$	=	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

The results of these water use calculations are summed for total energy (MMBtu) savings. The MMBtu saved are then converted to natural gas using a conversion factor. Cost savings are determined by multiplying the verified energy savings by the approved incremental energy costs.

#### 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 and rated 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.

## **Courthouse Buildings ECM C9; Highway Buildings ECM H7**

### **Building Weatherization - All sites**

ESCO will apply IPMVP Option A for this ECM.

The doors and windows at the County courthouse and highway buildings are in need of weatherization to reduce the infiltration of cold air during the heating season. Occupant comfort will be improved as drafts will be reduced at doors and windows.

#### ***Savings Calculation Methodology***

The savings for this ECM were calculated using an 8,760 hour bin analysis in an Excel spreadsheet. The model incorporates binned hourly temperature weather data for Chicago to determine the amount of heat lost during occupied and unoccupied times. The heat lost through exfiltration/infiltration must be made up by the heating equipment at their heating efficiency, which is typically 78%.

#### ***Post-Installation Period M&V Activities***

A review of as-built information and a site walk will be conducted to confirm the proposed areas to be weatherized have been completed 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 site inspection will be performed annually to confirm weatherization on doors and windows is in place and in good condition.

Verified Savings will be based on the baseline model and the activities conducted in the Post-Installation Period.

**I 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	\$43,771
2	\$45,084
3	\$46,437
4	\$47,830
5	\$49,265
6	\$50,743
7	\$52,265
8	\$53,833
9	\$55,448
10	\$57,112
11	\$58,825
12	\$60,590
13	\$62,407
14	\$64,280
15	\$66,208
16	\$68,194
17	\$70,240
18	\$72,347
19	\$74,518
20	\$76,753
<b>Total</b>	<b>\$1,176,150</b>

**J** **Schedule of Values; County  
Guidelines on Invoices**

# EXHIBIT J

## Schedule of Values

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
SKOKIE COURTHOUSE	Ground Source Heat Pumps	
	Engineering & Project Management	\$623,990.00
	Materials & Installation	\$3,282,821.00
SKOKIE COURTHOUSE	AHU Fans & VFD's	
	Engineering & Project Management	\$116,542.00
	Materials & Installation	\$580,658.00
SKOKIE COURTHOUSE	Control System Upgrades	
	Engineering & Project Management	\$146,629.00
	Materials & Installation	\$772,077.00
SKOKIE COURTHOUSE	LED Lighting Upgrades	
	Engineering & Project Management	\$269,502.00
	Materials & Installation	\$1,512,425.00
SKOKIE COURTHOUSE	Water Conservation	
	Engineering & Project Management	\$33,792.00
	Materials & Installation	\$189,635.00
SKOKIE COURTHOUSE	Building Weatherization	
	Engineering & Project	\$4,838.00

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
	Management	
	Materials & Installation	\$27,149.00
SKOKIE COURTHOUSE	Window Replacement	
	Engineering & Project Management	\$355,750.00
	Materials & Installation	\$1,873,198.00
SKOKIE COURTHOUSE	Electric Vehicle Charging Stations	
	Engineering & Project Management	\$5,537.00
	Materials & Installation	\$26,469.00

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
ROLLING MEADOWS COURTHOUSE	Boiler Replacement	
	Engineering & Project Management	\$130,512.00
	Materials & Installation	\$684,473.00
ROLLING MEADOWS COURTHOUSE	Chiller Replacement	
	Engineering & Project Management	\$151,296.00
	Materials & Installation	\$796,647.00
ROLLING MEADOWS COURTHOUSE	Control System Upgrades	
	Engineering & Project Management	\$120,530.00
	Materials & Installation	\$634,639.00
ROLLING MEADOWS COURTHOUSE	LED Lighting Upgrades	
	Engineering & Project Management	\$455,975.00
	Materials & Installation	\$2,554,755.00
ROLLING MEADOWS COURTHOUSE	Water Conservation	
	Engineering & Project Management	\$41,258.00
	Materials & Installation	\$231,536.00
ROLLING MEADOWS	Building Weatherization	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
<b>COURTHOUSE</b>		
	<b>Engineering &amp; Project Management</b>	<b>\$8,318.00</b>
	<b>Materials &amp; Installation</b>	<b>\$46,680.00</b>
<b>ROLLING MEADOWS COURTHOUSE</b>	<b>Solar Photovoltaic (PV)</b>	
	<b>Engineering &amp; Project Management</b>	<b>\$87,468.00</b>
	<b>Materials &amp; Installation</b>	<b>\$514,101.00</b>
<b>ROLLING MEADOWS COURTHOUSE</b>	<b>Electric Vehicle Charging Stations</b>	
	<b>Engineering &amp; Project Management</b>	<b>\$5,537.00</b>
	<b>Materials &amp; Installation</b>	<b>\$26,469.00</b>

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
BRIDGEVIEW COURTHOUSE	Boiler Replacement	
	Engineering & Project Management	\$130,511.00
	Materials & Installation	\$684,473.00
BRIDGEVIEW COURTHOUSE	Chiller Replacement	
	Engineering & Project Management	\$151,296.00
	Materials & Installation	\$796,647.00
BRIDGEVIEW COURTHOUSE	Control System Upgrades	
	Engineering & Project Management	\$124,249.00
	Materials & Installation	\$654,244.00
BRIDGEVIEW COURTHOUSE	LED Lighting Upgrades	
	Engineering & Project Management	\$399,268.00
	Materials & Installation	\$2,239,750.00
BRIDGEVIEW COURTHOUSE	Water Conservation	
	Engineering & Project Management	\$37,323.00
	Materials & Installation	\$209,457.00
BRIDGEVIEW COURTHOUSE	Building Weatherization	
	Engineering & Project Management	\$8,318.00
	Materials & Installation	\$46,680.00
BRIDGEVIEW COURTHOUSE	Solar Photovoltaic (PV)	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
	Engineering & Project Management	\$87,468.00
	Materials & Installation	\$514,101.00
BRIDGEVIEW COURTHOUSE	Electric Vehicle Charging Stations	
	Engineering & Project Management	\$5,962.00
	Materials & Installation	\$28,505.00



SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
MARKHAM COURTHOUSE	Boiler Replacement	
	Engineering & Project Management	\$130,511.00
	Materials & Installation	\$684,473.00
MARKHAM COURTHOUSE	Chiller Replacement	
	Engineering & Project Management	\$151,296.00
	Materials & Installation	\$796,647.00
MARKHAM COURTHOUSE	Control System Upgrades	
	Engineering & Project Management	\$63,884.00
	Materials & Installation	\$336,385.00
MARKHAM COURTHOUSE	LED Lighting Upgrades	
	Engineering & Project Management	\$343,716.00
	Materials & Installation	\$1,927,926.00
MARKHAM COURTHOUSE	Water Conservation	
	Engineering & Project Management	\$33,867.00
	Materials & Installation	\$190,065.00
MARKHAM COURTHOUSE	Building Weatherization	
	Engineering & Project Management	\$8,318.00
	Materials & Installation	\$46,680.00
MARKHAM COURTHOUSE	Solar Photovoltaic (PV)	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
	Engineering & Project Management	\$87,468.00
	Materials & Installation	\$514,101.00
MARKHAM COURTHOUSE	Electric Vehicle Charging Stations	
	Engineering & Project Management	\$5,962.00
	Materials & Installation	\$28,505.00

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
SCHAUMBURG HIGHWAY FACILITY	Building Controls	
	Engineering & Project Management	\$32,604.00
	Materials & Installation	\$164,718.00
SCHAUMBURG HIGHWAY FACILITY	Lighting Upgrades	
	Engineering & Project Management	\$19,872.00
	Materials & Installation	\$111,533.00
SCHAUMBURG HIGHWAY FACILITY	Water Conservation	
	Engineering & Project Management	\$2,135.00
	Materials & Installation	\$11,973.00
SCHAUMBURG HIGHWAY FACILITY	Building Weatherization	
	Engineering & Project Management	\$14,029.00
	Materials & Installation	\$78,729.00
SCHAUMBURG HIGHWAY FACILITY	Overhead Doors and Controls	
	Engineering & Project Management	\$4,658.00
	Materials & Installation	\$22,316.00
SCHAUMBURG HIGHWAY	Solar Thermal Wall	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
FACILITY		
	Engineering & Project Management	\$76,085.00
	Materials & Installation	\$364,988.00
SCHAUMBURG HIGHWAY FACILITY	Nitrogen Tire Filling Stations	
	Engineering & Project Management	\$8,487.00
	Materials & Installation	\$40,721.00

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
DES PLAINES HIGHWAY FACILITY	Rooftop Unit Replacement	
	Engineering & Project Management	\$62,296.00
	Materials & Installation	\$302,029.00
DES PLAINES HIGHWAY FACILITY	Building Controls	
	Engineering & Project Management	\$36,691.00
	Materials & Installation	\$185,371.00
DES PLAINES HIGHWAY FACILITY	Lighting Upgrades	
	Engineering & Project Management	\$24,878.00
	Materials & Installation	\$139,608.00
DES PLAINES HIGHWAY FACILITY	Water Conservation	
	Engineering & Project Management	\$1,785.00
	Materials & Installation	\$10,010.00
DES PLAINES HIGHWAY FACILITY	Building Weatherization	
	Engineering & Project Management	\$11,127.00
	Materials & Installation	\$62,440.00
DES PLAINES HIGHWAY	Overhead Doors and Controls	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
FACILITY		
	Engineering & Project Management	\$5,880.00
	Materials & Installation	\$28,180.00
DES PLAINES HIGHWAY FACILITY	Solar Thermal Wall	
	Engineering & Project Management	\$50,725.00
	Materials & Installation	\$243,324.00
DES PLAINES HIGHWAY FACILITY	Electric Vehicle Charging Stations	
	Engineering & Project Management	\$5,962.00
	Materials & Installation	\$28,505.00
DES PLAINES HIGHWAY FACILITY	Nitrogen Tire Filling Stations	
	Engineering & Project Management	\$8,487.00
	Materials & Installation	\$40,721.00



SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
LAGRANGE HIGHWAY FACILITY	Heating System Upgrades	
	Engineering & Project Management	\$43,741.00
	Materials & Installation	\$213,353.00
LAGRANGE HIGHWAY FACILITY	Building Controls	
	Engineering & Project Management	\$24,405.00
	Materials & Installation	\$123,297.00
LAGRANGE HIGHWAY FACILITY	Lighting Upgrades	
	Engineering & Project Management	\$22,580.00
	Materials & Installation	\$126,712.00
LAGRANGE HIGHWAY FACILITY	Water Conservation	
	Engineering & Project Management	\$2,450.00
	Materials & Installation	\$13,757.00
LAGRANGE HIGHWAY FACILITY	Building Weatherization	
	Engineering & Project Management	\$11,611.00
	Materials & Installation	\$65,155.00
LAGRANGE HIGHWAY	Nitrogen Tire Filling Stations	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
FACILITY		
	Engineering & Project Management	\$8,487.00
	Materials & Installation	\$40,721.00



SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
ORLAND PARK HIGHWAY FACILITY	Heating System Upgrades	
	Engineering & Project Management	\$30,255.00
	Materials & Installation	\$147,560.00
ORLAND PARK HIGHWAY FACILITY	Building Controls	
	Engineering & Project Management	\$35,465.00
	Materials & Installation	\$179,172.00
ORLAND PARK HIGHWAY FACILITY	Lighting Upgrades	
	Engineering & Project Management	\$27,125.00
	Materials & Installation	\$152,218.00
ORLAND PARK HIGHWAY FACILITY	Water Conservation	
	Engineering & Project Management	\$1,610.00
	Materials & Installation	\$9,034.00
ORLAND PARK HIGHWAY FACILITY	Building Weatherization	
	Engineering & Project Management	\$14,029.00
	Materials & Installation	\$78,729.00
ORLAND PARK HIGHWAY	Overhead Doors and Controls	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
FACILITY		
	Engineering & Project Management	\$19,951.00
	Materials & Installation	\$95,588.00
ORLAND PARK HIGHWAY FACILITY	Solar Thermal Wall	
	Engineering & Project Management	\$51,876.00
	Materials & Installation	\$248,855.00
ORLAND PARK HIGHWAY FACILITY	Electric Vehicle Charging Stations	
	Engineering & Project Management	\$5,962.00
	Materials & Installation	\$28,505.00
ORLAND PARK HIGHWAY FACILITY	Nitrogen Tire Filling Stations	
	Engineering & Project Management	\$8,487.00
	Materials & Installation	\$40,721.00

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
RIVERDALE HIGHWAY FACILITY	Building Controls	
	Engineering & Project Management	\$16,928.00
	Materials & Installation	\$85,518.00
RIVERDALE HIGHWAY FACILITY	Lighting Upgrades	
	Engineering & Project Management	\$33,325.00
	Materials & Installation	\$187,013.00
RIVERDALE HIGHWAY FACILITY	Water Conservation	
	Engineering & Project Management	\$1,766.00
	Materials & Installation	\$9,910.00
RIVERDALE HIGHWAY FACILITY	Building Weatherization	
	Engineering & Project Management	\$7,013.00
	Materials & Installation	\$39,365.00
RIVERDALE HIGHWAY FACILITY	Overhead Doors and Controls	
	Engineering & Project Management	\$8,736.00
	Materials & Installation	\$41,862.00
RIVERDALE HIGHWAY	Solar Thermal Wall	

SITE	DESCRIPTION OF WORK	SCHEDULED VALUE
FACILITY		
	Engineering & Project Management	\$86,460.00
	Materials & Installation	\$414,758.00
RIVERDALE HIGHWAY FACILITY	Nitrogen Tire Filling Stations	
	Engineering & Project Management	\$8,487.00
	Materials & Installation	\$40,721.00
TOTAL ALL SITES		\$32,833,401

## **K Maintenance Services by ESCO**

## EXHIBIT K

### **Maintenance Services by ESCO**

N/A

There are no ESCO provided maintenance services included in this project.

**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.

- ▶ 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, stagings, 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 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: 23166235 REVISION NUMBER: See Remarks

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach Acord 101, Additional Remarks Schedule, if more space is required)

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	\$
		DEDUCTIBLES				BUSINESS INCOME	\$
		BASIC				EXTRA EXPENSE	\$
		BROAD				RENTAL VALUE	\$
	<input checked="" type="checkbox"/>	SPECIAL				BLANKET BUILDING	\$
		EARTHQUAKE				BLANKET PERS PROP	\$
		WIND				BLANKET BLDG & PP	\$Replacement
		FLOOD					\$Cost
							\$
		INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS	POLICY NUMBER				\$
		NAMED PERILS					\$
							\$
		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: 23162451

See attached:-

### CERTIFICATE HOLDER

Cook County  
Attn: Director of Risk Management  
118 N. Clark Street  
Chicago, IL 60602

### CANCELLATION

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  
*[Signature]*



**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**

**Contract #1528-14648 - 2nd District Courthouse, 5600 Old Orchard Road, Skokie, 3rd District Courthouse, 2121 Euclid Ave., Rolling Meadows, 5th District Courthouse, 10220 S. 76th Street, Bridgeview, 6th District Courthouse, 16501 S. Kedzie, Markham, District 1 CCHD Maintenance Facility, 2325 N. Meacham Road, Schaumburg, District 2 CCHD Maintenance Facility, 9801 Ballard Road, Des Plaines, District 3 CCHD Maintenance Facility, 901 E. 26th Street, LA Grange Park, District 4 CCHD Maintenance Facility, 8900 W. 135th Street, Orland Park, District 5 CCHD Maintenance Facility, 13600, S. Ashland Ave., Riverdale, IL**

**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 named as Loss Payees ATIMA.**



Policy Number: 02 CSE T10004

Effective Date: 04/01/2015

Named Insured and Address: UNITED TECHNOLOGIES CORPORATION  
ONE FINANCIAL PLAZA  
HARTFORD, CT 06101

Endt. No. \_\_\_\_\_



**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

NORESCO

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 NORESKO (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

## Supplemental County 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
PILED RIVER 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
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
TUCK POINTER 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)

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 Exhibit P**

**or**

**Special Conditions**

*Information on this page is proprietary and subject to confidentiality restrictions.*



## **Q Warranty Matrix by Building**

# EXHIBIT Q

Cook County Warranty Matrix by ECM										
O&M Manual #	Courthouse Building	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Permit	Comments
		C1	Ground Source Heat Pump (GSHP)							
	Skokie Courthouse	C4	New AHU Fans & VFDs							
		C6	Control System Upgrades							
	Skokie Courthouse	C7	LED Lighting Upgrades Interior & Exterior							
		C8	Water Conservation							
	Skokie Courthouse	C9	Building Weatherization							

Cook County Warranty Matrix by ECM

OSM Manual #	Courthouse Building	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
		C10	Window Replacement							
	Glenn Courthouse	C12	Install Vehicle (LV) Charge Stations							

O&M Manual #	Courthouse Building	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	Courthouse	C2	Boiler (and DHW) Replacement							
	Rolling Meadows Courthouse	C3	Chiller Replacement							
	Courthouse	C6	Control System Upgrades							
	Rolling Meadows Courthouse	C7	LED Lighting Upgrades Interior & Exterior							
	Courthouse	C8	Water Conservation							
	Rolling Meadows	C9	Building Weatherization							

O&M Manual #	Courthouse Building	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	Courthouse									
	Rolling Meadows Courthouse	C11	Solar Photovoltaic							
	Rolling Meadows Courthouse	C12	Electric Vehicle (EV) Charging Stations							

O&M Manual #	Courthouse Building	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	Bridgeview Courthouse	C2	Boiler (and DHW) Replacement							
	Bridgeview Courthouse	C3	Chiller Replacement							
	Bridgeview Courthouse	C6	Control System Upgrades							
	Bridgeview Courthouse	C7	LED Lighting Upgrades Interior & Exterior							
	Bridgeview Courthouse	C8	Water Conservation							
	Bridgeview Courthouse	C9	Building Weatherization							
	Bridgeview Courthouse	C11	Solar Photovoltaic							
	Bridgeview	C12	Electric Vehicle							



OfM Manual #	Courthouse Building #	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
			Courthouse							

O&M Manual #	Courthouse Building	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	Courthouse	C2	Boiler (and DHW) Replacement							
	Markham Courthouse	C3	Chiller Replacement							
	Courthouse	C6	Control System Upgrades							
	Markham Courthouse	C7	LED Lighting Upgrades Interior & Exterior							
	Courthouse	C8	Water Conservation							
	Markham Courthouse	C9	Building Weatherization							
	Courthouse	C11	Solar Photovoltaic							
	Markham	C12	Electric Vehicle							



OSM Manual #	Courthouse Building	TCM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Permit	Comments
	Courthouse		(164) Citicorp Station							

O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	District 1	H3	New Highway Bldg Controls							
	Schaumburg District 1	H4	LED Lighting Upgrade Interior & Exterior							
	District 1	H5	Water Conservation							
	Schaumburg District 1	H6	New OH Doors & Controls							
	District 1	H7	Building Weatherization							
	Schaumburg District 1	H9	Solar Thermal Wall							
	District 1	H11	N2 Tire Fill Stations							

O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	Des Plaines District 2	H2	Roof-top Unit Replacement							
	Des Plaines District 2	H3	New Highway Bldg Controls							
	Des Plaines District 2	H4	LED Lighting Upgrade Interior & Exterior							
	Des Plaines District 2	H5	Water Conservation							
	Des Plaines District 2	H6	New OH Doors & Controls							
	Des Plaines District 2	H7	Building Weatherization							
	Des Plaines District 2	H9	Solar Thermal Wall							
	Des Plaines District 2	H10	EV Charging Stations							

O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	Des Plaines District 2	H11	N2 Tire Fill Stations							

O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	District 3	H1	System Upgrades							
	La Grange District 3	H3	New Highway Bldg Controls							
	District 3	H4	LED Lighting Upgrade Interior & Exterior							
	La Grange District 3	H5	Water Conservation							
	District 3	H7	Building Weatherization							
	La Grange District 3	H11	NZ Tire Fill Stations							



O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	District 4	H1	Heating System Upgrades							
	Orland Park District 4	H3	New Highway Bldg Controls							
	District 4	H4	LED Lighting Upgrade Interior & Exterior							
	Orland Park District 4	H5	Water Conservation							
	District 4	H6	New OH Doors & Controls							
	Orland Park District 4	H7	Building Weatherization							
	District 4	H9	Solar Thermal Wall							
	Orland Park	H10	EV Charging							

O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	District 4		Stations							
	Orland Park District 4	H11	N2 Tire Fill Stations							

O&M Manual #	Highway Maintenance Facility	ECM #	Description of Work	Warranty Start Date	Certificate of Substantial Completion	Punch List Completed	Certificate of Final Completion	Training Completed	Cook County Construction Permit	Comments
	District 5	H3	New Highway Bldg Controls							
	Riverdale District 5	H4	LED Lighting Upgrade Interior & Exterior							
	District 5	H5	Water Conservation							
	Riverdale District 5	H6	New OH Doors & Controls							
	District 5	H7	Building Weatherization							
	Riverdale District 5	H9	Solar Thermal Wall							
	District 5	H11	N2 Tire Fill Stations							



## **R Warranties**

# EXHIBIT R

## Warranties

### Warranty Overview

ESCO will provide the following warranties, beginning upon Substantial Completion for each ECM implemented in the construction scope of work as defined in Table 2 below. ESCO will provide a one year warranty on materials and labor for new equipment installations. Extended services and manufacturers' warranties shall be transferred to the County upon final completion and applicable notices as required. Warranty documentation will be provided as part of the final Operation and Maintenance manuals submitted by the ESCO to the County.

Table 2 - ECM Warranty Summary

New ECM Description	Warranty Period
New Ground Source Heat Pump Systems	One (1) year on material and labor
New Gas-Fired Boilers and DHW Heaters	One (1) year on material and labor Ten (10) year on Aerco boiler heat exchanger
New Chillers	One (1) year on material and labor
HVAC Upgrades: New AHU Fans and VFDs – Skokie Courthouse Heating System Upgrades- La Grange and Orland Park Highway Maintenance Facilities New Roof-top-unit – Des Plaines Highway Maintenance	One (1) year on material and labor. Three (3) year limited on Roberts Gordon infrared heaters
Controls Upgrade:	One (1) year on material and labor
Lighting Upgrades:	Workmanship is one (1) year

New ECM Description	Warranty Period
<p>Lighting Retrofit</p> <p>LED Lighting Replacement</p>	<p>Compact Florescent Lamps: one (1) year material only, Linear Florescent Lamps: three (3) years material only, Ballasts: five (5) years material only, LED lamps and fixtures five (5) years material only</p>
<p>Water Conservation</p>	<p>One (1) year on material and labor</p> <p>Five (5) year on Sloan china; three (3) year on Sloan flush valves</p>
<p>New Overhead Doors &amp; Door Controls</p>	<p>One (1) year on material and labor</p>
<p>Building Weatherization</p>	<p>One (1) year on material and labor</p>
<p>Window Replacement</p>	<p>One (1) year on material and labor</p>
<p>Solar Photovoltaic Systems</p>	<p>One (1) year on material and labor</p> <p>Twenty five (25) year linear warranty on Envision solar modules; five (5) year on Envision inverters</p>
<p>Solar Thermal Walls</p>	<p>One (1) year on material and labor</p>
<p>Electric Vehicle Charging Stations</p>	<p>One (1) year on material and labor</p>

New ECM Description	Warranty Period
N2 Tire Filling Stations	One (1) year on material and labor

## **NORESCO Warranty Procedures:**

Upon completion of the Construction and Installation Period, all warranty and service requests should be directed to NORESKO'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-NORESCO (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.
- Caller Phone numbers that ESCO Lead Person can reach on-site personnel.
- Actual location of facility and specific area.
- Description of the problem or service needed.
- What actions have already been taken to diagnose the problem?
- 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) County confirms that work was performed by ESCO and is still within the ESCO Warranty Period, then notifies NORESKO 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) 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 NORESKO and/or its delegates all necessary keys, access cards, alarm codes and/or escort as required, to complete the work in a given area.

**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 expenses incurred by ESCO

**Trip Charges:** Actual Cost as applicable

**S Modifications of Energy Audit Documents**

# EXHIBIT S

## Modifications of Energy Audit Documents

Below are modifications to the IGA.

**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	Total Cost	Net Cash Flow
0*	\$ -	\$ -	\$ 735,029	\$735,029	\$0	\$735,029	\$ -
1	\$1,411,329	\$ 193,199	\$1,604,528	\$1,860,344	\$43,771	\$1,904,115	\$(299,587)
2	\$1,439,556	\$ 198,029	\$1,637,585	\$1,860,344	\$45,084	\$1,905,428	\$(267,843)
3	\$1,468,347	\$ 202,980	\$1,671,327	\$1,860,344	\$46,437	\$1,906,781	\$(235,454)
4	\$1,497,714	\$ 208,054	\$1,705,768	\$1,860,344	\$47,830	\$1,908,174	\$(202,406)
5	\$1,527,668	\$ 213,256	\$1,740,924	\$1,860,344	\$49,265	\$1,909,609	\$(168,685)
6	\$1,558,221	\$ 218,587	\$1,776,808	\$1,860,344	\$50,743	\$1,911,087	\$(134,279)
7	\$1,589,386	\$ 224,052	\$1,813,438	\$1,860,344	\$52,265	\$1,912,609	\$(99,171)
8	\$1,621,173	\$ 229,653	\$1,850,826	\$1,860,344	\$53,833	\$1,914,177	\$(63,351)
9	\$1,653,597	\$ 235,394	\$1,888,991	\$1,860,344	\$55,448	\$1,915,792	\$(26,801)
10	\$1,686,669	\$ 241,279	\$1,927,948	\$1,860,344	\$57,112	\$1,917,456	\$10,492
11	\$1,720,402	\$ 247,311	\$1,967,713	\$1,860,344	\$58,825	\$1,919,169	\$48,544
12	\$1,754,810	\$ 253,494	\$2,008,304	\$1,860,344	\$60,590	\$1,920,934	\$87,370
13	\$1,789,906	\$ 259,831	\$2,049,737	\$1,860,344	\$62,407	\$1,922,751	\$126,986
14	\$1,825,705	\$ 266,327	\$2,092,032	\$1,860,344	\$64,280	\$1,924,624	\$167,408
15	\$1,862,219	\$ 272,985	\$2,135,204	\$1,860,344	\$66,208	\$1,926,552	\$208,652
16	\$1,899,463	\$ 279,810	\$2,179,273	\$1,860,344	\$68,194	\$1,928,538	\$250,735
17	\$1,937,452	\$ 286,805	\$2,224,257	\$1,860,344	\$70,240	\$1,930,584	\$293,673
18	\$1,976,201	\$ 293,975	\$2,270,176	\$1,860,344	\$72,347	\$1,932,691	\$337,485
19	\$2,015,725	\$ 301,324	\$2,317,049	\$1,860,344	\$74,518	\$1,934,862	\$382,187
20	\$2,056,040	\$ 308,858	\$2,364,898	\$1,860,344	\$76,753	\$1,937,097	\$427,801
<b>Totals</b>	<b>\$34,291,583</b>	<b>\$4,935,203</b>	<b>\$39,961,815</b>	<b>\$37,941,909</b>	<b>\$1,176,150</b>	<b>\$39,118,067</b>	<b>\$843,748</b>

\*Note: Year 0 represents the entire construction period not a 12 month annual period



**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 Highway Maintenance Facility natural gas rate.

County Highway Maintenance Site	Revised Contract Natural Gas \$/therm	IGA Audit Natural Gas \$/therm
Schaumburg District 1	\$0.6782	\$0.78168
Des Plaines District 2	\$0.6782	\$0.78168
La Grange District 3	\$0.7155	\$0.82194
Orland Park District 4	\$0.6782	\$0.78168
Riverdale District 5	\$0.7155	\$0.82194



Modification 3: Revision of Table 1 – Recommended Energy Conservation Measures from section I Executive Summary of the IGA.

ECM	ECM Description	Buildings	Turnkey Price	Annual \$ Savings	Demand Ann. kW	Electricity kWh	Nat. Gas Therms	Water & Swr kGal	Tons CO2 Equiv.
Ground Source Heat Pump		Skokie Court	\$ 3,875,617	\$ 168,612	9,655	1,970,256	(11,331)	0	1,307.2
Boiler Replacement		(3) Courts	\$ 2,353,499	\$ 249,109	16,721	4,333,291	(169,082)	0	1,699.2
Chiller Replacement	Capital	(3) Courts	\$ 2,843,828	\$ 60,059	1,726	643,730	0	0	457.3
New NG DHW Heaters	Capital	All Courts	\$ 122,647	\$ 9,963	421	148,216	(9,007)	0	31.8
New AHU Fans & VFDs	Capital	Skokie Court	\$ 697,200	\$ 18,992	700	283,489	(2,116)	0	184.1
Control System Upgrades	Capital	All Courts	\$ 2,852,637	\$ 142,826	(8,157)	3,351,695	0	0	2,381.0
Heating System Upgrades	Capital	LaGrange, Orland	\$ 434,909	\$ 12,681	0	0	9,954	0	81.2
Roof-top Unit Replacement	Capital	Des Plaines	\$ 364,325	\$ 4,348	42	13,512	779	0	16.0
New Highway Bldg Controls	Capital	All Highway	\$ 884,169	\$ 38,274	0	0	51,936	0	423.6
LED Lighting Upgrade Interior		All Buildings	\$ 8,278,756	\$ 603,720	17,222	7,067,167	(6,367)	0	4,968.4
LED Lighting Upgrade Exterior		All Buildings	\$ 2,269,429	\$ 101,346	1,585	1,147,181	0	0	814.9
Water Conservation		All Buildings	\$ 1,031,362	\$ 50,825	0	0	1,225	6,765	10.0
Building Weatherization		All Buildings	\$ 579,209	\$ 21,592	556	261,837	4,447	0	222.3
Window Replacement	Capital	Skokie Court	\$ 2,228,948	\$ 13,915	241	171,464	4,741	0	160.5
New OH Doors & Controls		(4) Highway	\$ 227,171	\$ 19,947	0	0	27,316	0	222.8
Solar Photovoltaic	Sustainability	(3) Courthouses	\$ 1,804,706	\$ 13,497	0	242,259	0	0	172.1
Solar Thermal Wall	Sustainability	(4) Highway	\$ 1,537,070	\$ 41,203	0	(22,944)	57,988	0	456.7
EV Charging Stations	Sustainability	All Courts (2)	\$ 201,880	\$ -	0	0	0	0	0.0
N2 Tire Fill Stations		All Highway	\$ 246,038	\$ 33,619	0	0	0	0	0.0
<b>Totals</b>			<b>\$32,833,401</b>	<b>\$1,604,528</b>	<b>40,712</b>	<b>19,611,152</b>	<b>-39,517</b>	<b>6,765</b>	<b>13,609</b>

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**Modification 4:** Scope clarification for IGA Section III ECMs; b. Courthouse Buildings; ECM 1 & ECM 2: The new gas line to the building is sized for one additional future gas-fired domestic water heater. As requested by the County, ESCO is including one additional flue and combustion air intake for a future unit. This scope change is reflected in Exhibit C of this Contract.

**Modification 5:** Scope clarification for IGA Section III ECMs; b. Courthouse Buildings; ECM 10 Window Replacement: The windows to be replaced at Skokie Courthouse are the first and second story ribbon windows in masonry openings and penthouse level clerestory windows in metal panel wall systems. The door lites, storefront, curtain wall type, and skylight windows will not be replaced as part of ECM 10. The specific scope of work is defined in Exhibit C of this Contract.

**Modification 6:** Scope modification to IGA Section III ECMs;

- ▶ Courthouse Buildings ECM 11 Solar Photovoltaic
- ▶ Highway Facilities ECM 8 Solar Photovoltaic

The following modifications to the solar photovoltaic scope of work presented in the IGA are reflected in Exhibit C of this contract. These scope changes also result in a project savings guarantee change reflected in Exhibit G of this Contract.

**The Solar Photovoltaic Scope presented in the IGA report:**

- a. Skokie Courthouse 66-kW Solar Tree PV System
- b. Markham Courthouse 85-kW roof-mounted Solar PV system
- c. Schaumburg Highway Facility 115-kW roof-mounted Solar PV System

**has been modified to the following Solar Photovoltaic Scope:**

- a. Rolling Meadows Courthouse 66-kW Solar Tree PV System
- b. Bridgeview Courthouse 66-kW Solar Tree PV System
- c. Markham Courthouse 66-kW Solar Tree PV System

**Modification 7:** Scope modification to IGA Section III ECMs;

- ▶ Courthouse Buildings ECM 7 LED Lighting Upgrades
- ▶ Highway Facilities ECM 4 LED Lighting Upgrades
- ▶ Appendices Courthouse Buildings Lighting Audit & Highway Facilities Lighting Audit

The following modifications to the lighting audit and scope of work presented in the IGA are reflected in Exhibit C of this contract. These scope changes also result in a project price change and savings guarantee change reflected in Exhibit G of this Contract.

**Modifications to Lighting Scope at Bridgeview, Markham and Rolling Meadows Courthouses**

- ▶ All 3'x3' recessed fixtures will be retrofitted with six 3-foot integral driver LED tubes regardless of how many operable fluorescent lamps there are in the existing fixtures.

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- ▶ The 3-foot integral driver LED tubes will be 8 watts each. The additional savings versus the 12 watt LED tubes proposed in the Investment Grade Audit offsets the savings reduction from retrofitting all 3'x3' fixtures with six lamps while still providing more than adequate light levels.

**Modifications to Lighting Scope at the Highway Department Facilities**

- ▶ The new LED high-bay fixtures in the truck storage and truck maintenance areas will include high impact, clear acrylic lenses.

Forty-seven fluorescent fixtures in the office areas of Orland Park Building C will be retrofitted with integral driver LED tubes and with centering kits as needed, as described in the table below.

Measure No.	Building Name	Print #	Area Description	Pre Fixture Qty	Pre Code	Existing Description	Pre Watts / Fixt	Pre Hours	Post Fixture Qty	Post Code	Proposed Description	Post Watts / Fixt	Post Hours
293	17 - HWY DIST #4 - BLDG C	4	CORRIDOR	2	bU62/T8L	2'x2' Recessed Troffer w/ (2) FB32T8 6"-U Lamps & (1)	58	HWYHW	2	CKB22-LED09W-40KWIRE/RPT	New 2'x2' Centering Kit & Relamp w/ (2) 9w LED Linear 2'	18	HWYHW
294	17 - HWY DIST #4 - BLDG C	4	CORRIDOR	1	a44pb/T8L	2'x4' Recessed Troffer w/ (4) FO32T8 Lamps & (2)	113	HWYHW	1	CKA42-LED17W-40KWIRE/RPT	New 2'x4' Centering Kit & Relamp w/ (2) 17w LED Linear 4-ft	34	HWYHW
295	17 - HWY DIST #4 - BLDG C	5	OPEN OFFICE	15	a44pb/T8L	2'x4' Recessed Troffer w/ (4) FO32T8 Lamps & (2)	113	HWYOO	15	CKA42-LED17W-40KWIRE/RPT	New 2'x4' Centering Kit & Relamp w/ (2) 17w LED Linear 4-ft	34	HWYOO
296	17 - HWY DIST #4 - BLDG C	6	OFFICE	6	a44pb/T8L	2'x4' Recessed Troffer w/ (4) FO32T8 Lamps & (2)	113	HWYPO	6	CKA42-LED17W-40KWIRE/RPT	New 2'x4' Centering Kit & Relamp w/ (2) 17w LED Linear 4-ft	34	HWYPO
297	17 - HWY DIST #4 - BLDG C	7	FILE STORAGE	21	h882/EE	8' Industrial Hood w/ (2) F96T12/65W Lamps & (1) Energy	123	PRT	21	RLB2-LED36W-40KWIRE/RPT	Relamp w/ (2) 36w LED Linear 8-ft Lamps & Internal	72	PRT
298	17 - HWY DIST #4 - BLDG C	8	STORAGE (7)	3	CF1X45I	Incandescent Fixture w/ 14w Screw-In Compact Fluorescent	14	ST	3	n/r	No Retrofit Proposed	14	ST
299	17 - HWY DIST #4 - BLDG C	9	MENS RESTROOM	1	a44pb/T8L	2'x4' Recessed Troffer w/ (4) FO32T8 Lamps & (2)	113	BR	1	CKA42-LED17W-40KWIRE/RPT	New 2'x4' Centering Kit & Relamp w/ (2) 17w LED Linear 4-ft	34	BR
300	17 - HWY DIST #4 - BLDG C	10	WOMENS RESTROOM (7)	1	bU62/T8L	2'x2' Recessed Troffer w/ (2) FB32T8 6"-U Lamps & (1)	58	BR	1	CKB22-LED09W-40KWIRE/RPT	New 2'x2' Centering Kit & Relamp w/ (2) 9w LED Linear 2'	18	BR

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## **T Standards of Service**

# EXHIBIT T

## Standards of Service

The Guaranteed Energy Savings, as designated in Exhibit G, were calculated based on standards of service and comfort for each ECM at each facility which were reviewed by and agreed upon by Cook County. These standards include heating and cooling setpoints, hours of occupancy and hours of HVAC operation. The sole purpose for including these standards is to recognize that deviations to these setpoints and schedules may result in changes to the utility consumption and may require adjustments to the Guaranteed Energy Savings and/or differences between the County's actual utility bills and the results of the M&V Plan. These standards of service and comfort are outlined below.

### 2<sup>nd</sup> District - Skokie Courthouse

Outside air (OA) minimum flow ratio will be set to 20% during occupied hours and closed for all other hours.

AHUs will be scheduled OFF from 7p-6a Monday-Friday and all day Saturday and Sunday. Fans will cycle if unoccupied set point is unsatisfied.

Ground source heat pump system shall be maintained as lead for both cooling and heating.

Gas-fired domestic water heater shall be maintained as lead for domestic water heating.

HVAC Hours	6a-7p Mon-Fri; Setback on Weekends
Occupant Hours	7a-7p, Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 71°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 65°F Heating
Relative Humidity Set Point	N/A

### 3<sup>rd</sup> District - Rolling Meadows Courthouse

Outside air (OA) minimum flow ratio will be set to 18% during occupied hours and closed for all other hours, except units equipped with demand control ventilation.

Demand control ventilation set for 1,100 PPM of carbon dioxide during occupied hours and outside air closed during all other hours.

AHUs will be scheduled OFF from 7p-6a Monday-Friday and all day Saturday and Sunday. Fans will cycle if unoccupied set point is unsatisfied.

Gas-fired domestic water heater shall be maintained as lead for domestic water heating.

HVAC Hours	6a-7p Mon-Fri; Setback on Weekends
Occupant Hours	7a-7p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 71°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 65°F Heating
Relative Humidity Set Point	N/A

### 5<sup>th</sup> District - Bridgeview Courthouse

Outside air (OA) minimum flow ratio will be set to 18% during occupied hours and closed for all other hours, except units equipped with demand control ventilation.

Demand control ventilation set for 1,100 PPM of carbon dioxide during occupied hours and outside air closed during all other hours.

AHUs will be scheduled OFF from 7p-6a Monday-Friday and all day Saturday and Sunday. Fans will cycle if unoccupied set point is unsatisfied.

Gas-fired domestic water heater shall be maintained as lead for domestic water heating.

HVAC Hours	6a-7p Mon-Fri; Setback on Weekends
Occupant Hours	7a-7p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 71°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 65°F Heating
Relative Humidity Set Point	N/A

### 6<sup>th</sup> District - Markham Courthouse

Outside air (OA) minimum flow ratio will be set to 18% during occupied hours and closed for all other hours, except units equipped with demand control ventilation.

Demand control ventilation set for 1,100 PPM of carbon dioxide during occupied hours and outside air closed during all other hours.

AHUs will be scheduled OFF from 7p-6a Monday-Friday and all day Saturday and Sunday. Fans will cycle if unoccupied set point is unsatisfied.

Gas-fired domestic water heater shall be maintained as lead for domestic water heating.



HVAC Hours	6a-7p Mon-Fri; Setback on Weekends
Occupant Hours	7a-7p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 71°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 65°F Heating
Relative Humidity Set Point	N/A

### District 1 - Schaumburg Highway

Utilization of automatic overhead doors when heating is active.

Overhead doors remain closed when not in use when heating is active.

Heating locked out when outside air temperature above 65°F May through September.

Trees that might shade solar thermal wall to be trimmed annually to eliminate shading.

Shop/Storage Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	70°F Heating
Unoccupied Set Point Temperatures	60°F Heating
Relative Humidity Set Point	N/A

Office Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 70°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 60°F Heating
Relative Humidity Set Point	N/A

### District 2 - Des Plaines Highway

Outside air (OA) minimum flow ratio on new units will be set to 20% during occupied hours and closed for all other hours.

Utilization of automatic overhead doors when heating is active.

Overhead doors remain closed when not in use when heating is active.

Heating locked out when outside air temperature above 65°F May through September.

Trees that might shade solar thermal wall to be trimmed annually to eliminate shading.

Shop/Storage/Mezzanine Spaces	
HVAC Hours	6a-4p Monday-Friday, 6a-12p on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	70°F Heating
Unoccupied Set Point Temperatures	60°F Heating
Relative Humidity Set Point	N/A
Office Spaces	
HVAC Hours	6a-4p Monday-Friday, 6a-12p on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 70°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 60°F Heating
Relative Humidity Set Point	N/A

### District 3 - LaGrange Park Highway

Outside air (OA) minimum flow ratio on new units will be set to 20% during occupied hours and closed for all other hours.

Overhead doors remain closed when not in use when heating is active.

Heating locked out when outside air temperature above 65°F May through September.

Shop/Storage Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	70°F Heating
Unoccupied Set Point Temperatures	60°F Heating
Relative Humidity Set Point	N/A

Office Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 70°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 60°F Heating
Relative Humidity Set Point	N/A

### District 4 – Orland Park Highway

Overhead doors remain closed when not in use when heating is active.

Heating locked out when outside air temperature above 65°F May through September.

Trees that might shade solar thermal wall to be trimmed annually to eliminate shading.

Shop/Storage Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	70°F Heating
Unoccupied Set Point Temperatures	60°F Heating
Relative Humidity Set Point	N/A

Office Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 70°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 60°F Heating
Relative Humidity Set Point	N/A

### District 5 - Riverdale Highway

Utilization of automatic overhead doors when heating is active.

Overhead doors remain closed when not in use when heating is active.

Heating locked out when outside air temperature above 65°F May through September.

Trees that might shade solar thermal wall to be trimmed annually to eliminate shading.

Shop/Storage Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	70°F Heating
Unoccupied Set Point Temperatures	60°F Heating
Relative Humidity Set Point	N/A

Office Spaces	
HVAC Hours	6a-4p Mon-Fri; Setback on Weekends
Occupant Hours	6a-4p; Unoccupied Weekends
Occupied Set Point Temperatures	74°F Cooling, 70°F Heating
Unoccupied Set Point Temperatures	78°F Cooling, 60°F Heating
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 will ensure that all individual pieces of equipment and integrated systems will perform in conformance with the design intent of the project. 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. All foreseeable items necessary for the components and systems to continue to operate as designed have been identified for inclusion in the Operations and Maintenance (O&M) Manuals.
7. The facility training plan includes all 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 for the equipment to be installed as part of the County project 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.

## **Commissioning Procedures**

Specific commissioning procedures vary depending on component technologies, equipment types, and applications involved. As final design is completed, equipment selections are confirmed, and control sequences are finalized, ESCO will develop a site-specific Commissioning Plan for the County project to outline these procedures. Procedures for each piece of equipment will draw from each individual manufacturer's recommendations.

The following representative sections provide examples of the range and types of commissioning procedures for a few of the components included in the County project.

## General Commissioning Items

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).
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 County 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, 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. 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.

### **Site Work and Building Commissioning**

1. Review all temporary and permanent access roads, trenches, and foundation excavations to ensure that they were completed per drawings and specifications. If applicable, confirm that any temporary roads or site measures have been removed as required.
2. Verify that all trenches and excavations are backfilled with the correct materials using the specified lifts and soil compaction techniques.
3. If a water supply is being installed, ensure that all components are installed per applicable local, national, and Government codes and specifications.
4. Confirm that all trenches and underground installations are properly identified with specified marking tape and that routing is accurately represented on as-built drawings.
5. If there is a specific "safety zone" designated around the project, ensure that this zone is free of any objects, structures, or materials as required by the equipment manufacturer.
6. Ensure that all final grading, seeding, and erosion control measures have been completed per drawings and specifications and are acceptable to the Owner.
7. Review all foundations, piles, piers, and related anchoring systems to ensure that they were completed per drawings and specifications.
8. Confirm that all required inspection checklists have been completed and specified concrete samples were collected and tested, and that the results met these specifications.
9. If applicable, ensure that all foundation anchors, bolts, etc., have been properly torqued (correct sequence, test value, pre-installation value, final value, etc.). Provide copies of any site-specific tensioning procedures and copies of all recorded values.
10. Ensure that all grouting, doweling, seismic bracing or other post-installation foundation details have been completed per drawings and specifications.

### **Lighting Retrofit Commissioning**

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.

### **Water Conservation Retrofit Commissioning**

1. Check that fixtures and components are free of leaks and packing glands have been adjusted.
2. Ensure that finished surfaces are patched or repaired as outlined in project specifications.
3. During operation, check that all fixture components are free of abnormal vibration or unusual noises.
4. Verify adequate clearances exist for routine service of fixture.
5. Confirm all required equipment, component, and device labels, tags or signs have been installed per specifications.

### **Electrical Equipment and Electrical System Commissioning**

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 System Commissioning**

1. Ensure that all life safety systems (harnesses, climbing restraints, barriers, lockouts, etc.) have been installed, labeled, and reviewed with County 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.
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.

### **Chiller and Chilled Water System Commissioning**

1. Ensure that a chiller log book has been established using a factory recommended format to record all critical operating parameters during chiller operation.
2. Confirm that wiring has been completed and protection devices (fuses, heaters, breakers, etc.) have been installed to meet applicable codes and specifications for the chiller installed.

3. If applicable, ensure emergency power has been provided to the chiller and all ancillary equipment and controls required for unit to operate as intended during emergency mode.
4. Confirm that all sump or crankcase heaters are operating per manufacturer recommendations.
5. Confirm proper operation of all EMCS interfaces with the chiller (remote set point adjustment, remote start/stop, alarm monitoring, demand limiting, etc.).
6. Test operation of all safety or protection devices (pressure, flow, temperature, voltage, amperage, refrigerant, etc.) to ensure that they have been adjusted or programmed to meet specifications and are operating as intended.
7. Document that chiller control panel has been programmed for the specific chiller purchased, as well as the actual chiller plant configuration (constant flow, variable flow, etc.).
8. Confirm and document that all minimum and maximum operating flows have been identified and adjusted within limits during test and balance.
9. If applicable, document that all remote monitoring or EMCS network interfaces with the chiller control panel operating parameters, faults, or alarms have been tested and calibrated.
10. Verify proper operation of all unique controls or features that were specified to have been provided with chiller control panel (lead/lag, load balance, hot gas bypass, etc.).
11. Provide a list of all chiller control panel programming parameters and settings.
12. Confirm that the control sequencing for all ancillary equipment (chilled and condenser water pump start/stop, cooling tower interlock, etc.) meets specifications and desired control sequences.
13. Verify that the chiller has been installed and supported (housekeeping pads, vibration isolators, seismic restraints, etc.) per specifications.
14. For units with an external drive motor, ensure that the compressor motor and drive components have been aligned per the chiller manufacturer's specifications.
15. Confirm that adequate clearance exists for routine service of all motors, controls, heat exchanger tubes, strainers, valves, etc.
16. Ensure that all chiller piping and piping accessories (strainers, control valves, flow switches, balance valves, Pete's plugs, etc.) have been installed per specifications and are free of leaks.
17. Verify that all thermal insulation and sound attenuation has been installed per specifications.
18. Confirm that refrigerant purge unit, if applicable, is operating correctly. Verify that refrigerant relief piping is installed per manufacturer's requirements and vented outside.
19. If possible, test the chiller under potential surge conditions to ensure that automatic surge protection devices (variable diffusers, load limiting algorithms, etc.) are functioning.
20. Confirm that there is no abnormal noise or vibration during part- and full-load operation.

21. 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.
22. Verify that piping to and from the chiller has been cleaned per specifications and that a chemical treatment program has been initiated per manufacturer's recommendations.
23. Measure and document no load, normal load, and full load pressures, temperatures, and flows to establish an operating baseline and ensure they are within manufacturer's specifications.

### **Cooling Tower and Condenser System Commissioning**

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.

### **Energy Management Control System Commissioning**

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 County 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 County 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 County representative to ensure that equipment is properly labeled and life safety protection measures (horns, lights, etc.) are compatible with facility standard operating procedures.

### **Variable Frequency Drive and Variable Flow System Commissioning**

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.

### **Solar Photovoltaic (PV) System Commissioning**

1. Verify that PV System was constructed, shipped and installed with all options specified. (Photovoltaic Panels, Panel Mounting Racks, Inverters, Inverter Interfaces, Disconnects, Isolation Transformers, Safeties, Meters, Alarms, Displays, Wiring, Conduit, etc.)

2. Provide a complete list of nameplate data and serial number(s) for all PV System components.
3. Confirm wiring and protection devices (fuses, heaters, breakers, etc.) have been installed to meet applicable codes and specifications for all PV System components installed.
4. Ensure pilot lights, control switches, touchpads and operating displays are fully functional.
5. Check and document that all PV System start-up, transfer to grid, transfer from grid, shutdown and failure modes have been tested.
6. If applicable, document that all remote monitoring or EMCS network interfaces with PV System operating parameters, faults or alarms have been tested and calibrated.
7. Document all factory recommended start-up and check-out procedures have been completed.
8. Measure and document both DC open circuit voltage (Voc), short circuit current (Isc), and peak power (Pp), and AC voltage, frequency, amperage, and power factor at multiple sunlight and temperature conditions to establish an operating baseline and ensure they are within manufacturer's specifications. Ensure that factory performance test results of all modules have been received and properly recorded.
9. Confirm layout, orientation and slope/tilt of PV Panel Modules & Grid System match specifications.
10. Ensure all PV System component locations are not subject to temperatures beyond manufacturer's published operating limits.
11. Check that adequate clearances exist for cooling air and routine service of all components.
12. Verify locations of electronic enclosures are not subject to excessive moisture, spray, or dirt.
13. Make sure all exterior penetrations are watertight and/or do not void weather ratings.
14. Ensure that mounting hardware does not subject modules to physical stress, i.e. check that structural elements are straight and not twisted.
15. Perform visual inspection of all modules to check for cracked cells.
16. Check the location and orientation of all sensors, (anemometers, air temperature, PV cell temp, pyranometer, etc.) to ensure they are installed per manufacturer's instructions and will not experience interference from adjacent surfaces or structures.

### **Meter Commissioning**

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 County 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.

### **Split System and Heat Pump Commissioning**

1. Confirm wiring has been completed and protection devices, (fuses, heaters, breakers, etc.), have been installed to meet applicable codes and specifications for the units installed.
2. If applicable, ensure emergency power has been provided and all ancillary equipment and controls that are required for the units to operate as intended during emergency mode.
3. Ensure all sump or crankcase heaters are operating per manufacturer recommendations.

4. Verify operation of all EMCS interfaces with Split Systems or Heat Pumps (remote setpoint adjustment, remote start/stop, alarm monitoring, demand limiting, etc.).
5. Test operation of all safety or protection devices, (pressure, flow, temperature, voltage, amperage, refrigerant, etc.), to ensure they have been adjusted or programmed to meet specifications and are operating as intended.
6. Confirm and document that all minimum and maximum operating flows have been identified and adjusted within limits during Test and Balance.
7. Provide list of all Split System or Heat Pump programming parameters and settings.
8. Verify that all components (Evaporator, Condenser, etc.) have been installed and supported, (Housekeeping pads, vibration isolators, seismic restraints, etc.), per specifications.
9. If unit has field installed refrigeration piping; ensure gas and liquid lines are sized correctly, are installed with proper pitch or traps, and are evacuated and pressure tested in accordance with the Manufacturer's specifications.
10. Document the type and volume of all refrigerants and oils used to charge unit and confirm that system pressures are within Manufacturer's recommended operating range.
11. Check to see that all enclosures, shrouds, guards or access panels are securely in place.
12. Confirm adequate clearances exist for routine service of all motors, fans, controls, coils, etc.
13. Verify all thermal insulation and sound attenuation has been installed per specifications.
14. Confirm there are no abnormal noises, vibrations during part and full load operation.
15. Review all pressure gauge and temperature sensor locations to ensure they can be read from floor level and are of proper scale or range for medium being measured.
16. Ensure equipment, component, piping, and device labels, tags or signs have been installed per specifications or painted per applicable color code.
17. Measure and document no load, normal load and full load pressures, temperatures, and flows to establish an operating baseline and ensure they are within manufacturer's specifications.

### **Steam and Hot Water Boiler System Commissioning**

1. Confirm that wiring has been completed and protection devices (burner management system, low limits, high limits, operating controls, draft sensors, smoke detectors, fusible links, etc.) have been installed to meet applicable codes and specifications for the boiler installed.
2. If applicable, ensure that emergency power has been provided to the boiler and all ancillary equipment and controls that are required for unit to operate as intended during power loss.
3. Confirm proper operation of all automated valves, operating controls, level controls, limit controls, feedwater pump controls, circulating pump controls, low water cutouts, automatic blowdown sensors, remote alarms, remote start/stop controls, remote pressure controls, etc.

4. Test operation of all protection and safety devices (pre-purge, over-temp, over-pressure, low water, post-purge, power failure, etc.) and associated alarms to ensure that they have been adjusted per specifications and meet facility standard operating procedures.
5. Document all programming settings and test results for safety protection devices.
6. If applicable, ensure that steam supply meets all specified requirements for purity (inert or reactive components), quality (temperature and pressure), and flow (klb/hr).
7. If applicable, ensure temperature rise or recovery of hot water boiler meets specifications.
8. Check boiler modulating control through full operating range to verify that pressures and temperatures are maintained within acceptable tolerances, especially during load changes.
9. Confirm that any continuous trim or closed loop burner controls have been calibrated and are maintaining desired set points. Document all settings and programming values.
10. Review boiler boil-out and first-fire procedures to confirm that they meet boiler manufacturer recommendations and are compatible with facility chemical treatment system.
11. Where applicable, ensure that all refractory curing procedures are followed during first-fire. If condensate drains are opened during curing, document results of curing process and installation of plugs after procedure is complete.
12. Confirm that discharge header on steam boilers meets manufacturer recommendations to minimize any possibility of boiler water carryover.
13. Ensure that burner motor, jackshafts, and operating cams, if applicable, have been lubricated, aligned, and/or tensioned to manufacturer specifications.
14. On oil-fired units, confirm that all pumps, piping, heaters, regulators, accessories, and filters meet specifications. Ensure that pump and drive have been aligned and/or tensioned to specifications.
15. Document size, setting, and capacity of all pressure relief or combination temperature and pressure relief valves or devices. Ensure that all devices are located and piped per specifications.
16. Review location and sizing of combustion air dampers and louvers, if applicable, to ensure that they are adequately sized and do not pose a risk of dumping unconditioned air on unprotected piping. Confirm that dampers open and close as required by sequence of operations.
17. Test boiler discharge isolation valves and check valves, if applicable, to ensure that they properly seal against normal system operating pressure.
18. Document that all burner nozzles and combustion air baffles, if applicable, meet manufacturer recommendations for all fuel sources and boiler elevation above sea level.
19. Confirm that there are no abnormal noises or pulsations during part- and full-load operation and that sight glasses are free of abnormal foaming or bouncing.

20. Check that all boiler blowdown systems (slow-acting, quick-acting, and continuous) have been tested under operating temperature and pressure.
21. If a blowdown cooler or tempering device has been installed, ensure that it has been adjusted to maintain discharge temperatures within specified range. Document final settings.
22. Test all soot blowers or on-line cleaning aids to confirm that they are working per manufacturer recommendations and do not adversely affect boiler operation.
23. Verify that breeching and flue piping is installed and insulated per specifications and that discharge configuration meets manufacturer recommendations.
24. Ensure that steam blow procedures have been clearly identified to outline pressure, volume, thermal cycling, target type, and target results that will qualify as a passing test.
25. Confirm that boiler and associated piping has been cleaned per specifications and chemical treatment program has been initiated per manufacturer recommendations.
26. Document actual temperature differential across any stack economizers, heat exchangers, superheaters, etc., to establish an operating baseline and ensure that they are within manufacturer's recommendations.
27. Measure and document operating temperatures and pressures, fuel pressure, fuel flow, stack temperatures, and boiler efficiency with all available fuels to establish an operating baseline and ensure that they are within manufacturer's specifications.

### **Boiler and Hot water System Commissioning**

1. Confirm that wiring has been completed and protection devices (burner management system, low limits, high limits, operating controls, draft sensors, smoke detectors, fusible links, etc.) have been installed to meet applicable codes and specifications for the boiler installed.
2. If applicable, ensure that emergency power has been provided to the boiler and all ancillary equipment and controls required for the unit to operate as intended during a power loss.
3. Confirm proper operation of all automated valves, operating controls, level controls, limit controls, feedwater pump controls, low water cutouts, automatic blowdown sensors, remote alarms, remote start/stop controls, remote pressure controls, etc.
4. Test operation of all protection and safety devices (pre-purge, over-temp, over-pressure, low water, post-purge, power failure, etc.) and associated alarms to ensure that they have been adjusted per specifications and meet facility standard operating procedures.
5. Document all programming settings and test results for safety protection devices.
6. Check boiler modulating control through full operating range to verify that pressures and temperatures are maintained within acceptable tolerances, especially during load changes.
7. Confirm that any continuous trim or closed loop burner controls have been calibrated and are maintaining desired set points. Document all settings and programming values.

8. Ensure that the burner motor, jackshafts, and operating cams, if applicable, have been lubricated, aligned, and/or tensioned to the manufacturer's specifications.
9. Document the size, setting, and capacity of all pressure relief or combination temperature and pressure relief valves or devices. Ensure all devices are located and piped per specifications.
10. Review the location and sizing of combustion air dampers and louvers, if applicable, to ensure that they are adequately sized and do not pose a risk of dumping unconditioned air on unprotected piping. Confirm dampers open and close as per the sequence of operations.
11. Test boiler discharge isolation valves and check valves, if applicable, to ensure that they properly seal against normal system operating pressure.
12. Document all burner nozzles and combustion air baffles, if applicable, meet manufacturer's recommendations for all fuel sources available and boiler elevation above sea level.
13. Confirm that there are no abnormal noises or pulsations during part- and full-load operation and that sight glasses are free of abnormal foaming or bouncing.
14. Verify that breeching and flue piping is installed and insulated per specifications and that the discharge configuration meets the manufacturer's recommendations.
15. Confirm that boiler and associated piping has been cleaned per specifications and a chemical treatment program has been initiated per the manufacturer's recommendations.
16. Document actual temperature differential across any stack economizers, heat exchangers, superheaters, etc., to establish an operating baseline and ensure that they are within manufacturer's recommendations.
17. Measure and document operating temperatures and pressures, fuel pressure, fuel flow, stack temperatures, and boiler efficiency with all available fuels to establish an operating

## **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 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, the 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 upper limits 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 – Courthouse Training Summary

Courthouse ECM Description	Training Hours	General Description of Training
New Central Plant Systems (GSHP, Boilers, Chillers, DHW)	8 hours per site	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 ECM, equipment and materials included in the O&M manuals, and training on maintenance and warranty procedures with the County staff.
HVAC & Controls Upgrades: New AHU Fans and VFDs – Skokie Courthouse Controls Systems Upgrade	4 hours per site with seasonal refresher	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.
Lighting Upgrades:  Water Conservation	4 hours per site  2 hours per site	Onsite training by the ESCO Project Manager and lighting/plumbing subcontractor upon completion of lighting/plumbing ECMs. Training will include the review of the installed scope, review of As-Built Documentation, review of lighting/plumbing materials included in the O&M manuals and training on maintenance and warranty procedures with the County staff.
Solar PV	2 hours per site	Onsite training by the ESCO Project Manager, subcontractors and manufacturers' representatives upon completion of ECM

Courthouse ECM Description	Training Hours	General Description of Training
		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.

Table 2 – Highway Facility Training Summary

Highway Facility ECM Description	Training Hours	General Description of Training
HVAC & Misc. Upgrades: Heating System Upgrades- La Grange and Orland Park New Roof-top-unit – Des Plaines N2 Tire Filling Stations	2 hours per site	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 ECM, equipment and materials included in the O&M manuals, and training on maintenance and warranty procedures with the County staff.
Control Systems Upgrade	2 hours per site	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 ECM, equipment, sequence of operation, use of graphics and materials included in the O&M manuals, and training on maintenance and warranty procedures with the County staff.
Lighting Upgrades	2 hours per	Onsite training by the ESCO Project Manager and lighting/plumbing subcontractor upon completion of lighting/plumbing ECMs. Training will include the review of the installed scope,

Highway Facility ECM Description	Training Hours	General Description of Training
Water Conservation	site  1 hour per site	review of As-Built Documentation, review of lighting/plumbing materials included in the O&M manuals and training on maintenance and warranty procedures with the County staff.
Solar PV Systems  Solar Thermal Walls	2 hours per site  2 hours per site	Onsite training by the ESCO Project Manager and associate subcontractors upon completion of the ECMs. Training will include the review of the installed scope, review of As-Built Documentation, review of 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 Westchester Fire Insurance Company

436 Walnut Street, Philadelphia, PA 19106

, as surety, are

held and firmly bound unto the County of Cook in the penal sum of Thirty Two Million Eight Hundred Thirty Three Thousand Four Hundred One and 00/100 Dollars (\$32,833,401.00), 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. 1528-14648-Guaranteed Energy Performance  
Contract Phase II-Installation and Implementation  
Package-2 Courthouses and Highway Facilities

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.

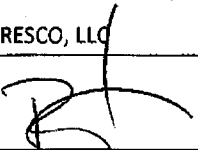
In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

NORESCO, LLC

PRINCIPAL/CONTRACTOR

SEAL

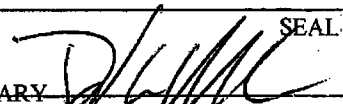
By



Pablo Hernandez  
Vice President - Finance

PRESIDENT

SECRETARY



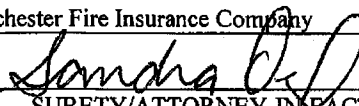
David G. Hernandez  
Executive Vice President

Westchester Fire Insurance Company

SURETY

SEAL

By



SURETY/ATTORNEY-IN-FACT  
(ATTACH POWER OF ATTORNEY)

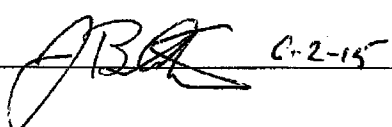
Sandra Diaz

AMB# 003368

NAIC# 10030

Approved as to form:

By:



Assistant States Attorney

**Power of Attorney**

**WESTCHESTER FIRE INSURANCE COMPANY**

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorization relates to the execution of, for and on behalf of the Company, all bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such person is authorized by the grant of power provided for in such person's written appointment for such instrument.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority, otherwise validly exercised or granted.

Does hereby nominate, constitute and appoint Annette M Leuschner, Cynthia Farrell, Debra A Deming, Edward Reilly, Evangelina E Bornick, Jessica Lannotta, Kelly O'Malley, Sandra Diaz, Thomas Rhatigan, Valorie Spates, Vivian Carti, all of the City of NEW YORK, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Forty million dollars & zero cents (\$40,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 25 day of March 2015.

WESTCHESTER FIRE INSURANCE COMPANY



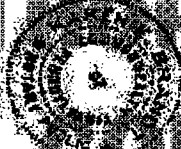
*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.

On this 25 day of March, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Wright*  
Karen E. Wright, Notary Public  
City of Philadelphia, Pennsylvania

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this \_\_\_\_\_ day of \_\_\_\_\_



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN EXPIRATION DATE AFTER MARCH 25, 2017.



**WESTCHESTER FIRE INSURANCE COMPANY**

**FINANCIAL STATEMENT**

**DECEMBER 31, 2014**

**ADMITTED ASSETS**

BONDS	\$1,978,280,686
SHORT - TERM INVESTMENTS	14,407,134
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(209,597,077)
PREMIUM IN COURSE OF COLLECTION*	77,396,247
INTEREST ACCRUED	19,326,013
OTHER ASSETS	132,043,591
<b>TOTAL ASSETS</b>	<b>\$2,011,859,711</b>

**LIABILITIES**

RESERVE FOR UNEARNED PREMIUMS	\$185,962,253
RESERVE FOR LOSSES	904,379,052
RESERVE FOR TAXES	2,948,809
FUNDS HELD UNDER REINSURANCE TREATIES	5,973,257
OTHER LIABILITIES	6,538,206
<b>TOTAL LIABILITIES</b>	<b>1,105,801,577</b>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	298,429,489
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	124,168,040
SURPLUS (UNASSIGNED)	478,460,505
SURPLUS TO POLICYHOLDERS	906,058,134
<b>TOTAL</b>	<b>\$2,011,859,711</b>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

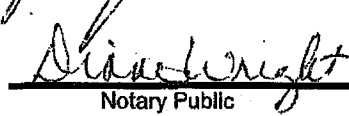
**STATE OF PENNSYLVANIA**

**COUNTY OF PHILADELPHIA**

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2014.

Sworn before me this April 9, 2015

  
\_\_\_\_\_  
Senior Vice President

  
\_\_\_\_\_  
Notary Public

August 8, 2015  
My commission expires

