

## GUARANTEED ENERGY SAVINGS CONTRACT

This Guaranteed Energy Savings Contract ("Contract") is made and entered into as of February 9, 2015 between **GRP MECHANICAL CO., INC.** ("GRP"), having its principal offices at 1 Mechanical Drive, Bethalto, IL 62010, and the **ALTAMONT CUSD #10**, ("DISTRICT") having its principal offices at 7 South Ewing, Altamont, IL 62411.

### RECITALS

District owns and operates elementary and high school facilities ("Premises") in Effingham County, Illinois, and wishes to acquire equipment and services to reduce energy consumption or operating costs, provide operational savings, and to make health and life safety improvements, in the schools.

GRP has the experience and project management capabilities to identify and evaluate Energy Cost Savings Measures ("ECMs"), and provide recommendations for designing and implementing such measures.

GRP has delivered to District a Proposal in response to District's Request for Proposal ("RFP"), dated September 11, 2014, pertaining to GRP's furnishing of all labor, material, equipment, and services necessary for the execution and completion of all items of Energy Cost Savings as specified in this Contract.

In accordance with the provisions of the RFP, the facilities of the District were analyzed to identify and evaluate viable ECMs that would improve the learning environment, as well as estimates of expected energy and operational savings and associated project costs for each recommended ECM.

District desires to contract with GRP for the design, installation, project management, coordination, and scheduling of the ECMs as set forth herein.

GRP and District acknowledge that the purpose of this Contract is to achieve the ECMs contemplated by this Contract for the benefit of District and agree to cooperate to achieve the purpose of this Contract.

NOW, THEREFORE, the parties agree as follows:

### SECTION 1. ENERGY SURVEY

Section 1.1. Details. GRP has prepared a survey of the District's facilities ("Survey") in response to District's RFP. The Survey has been approved and accepted by District. The Survey includes all identified ECMs.

Section 1.2. Schedules and Exhibit. GRP has prepared and District has approved and accepted the Schedules and Exhibit as set forth below, copies of which are attached hereto (or will be as provided for in this Contract) and are made a part of this Contract by reference.

"Contract Documents" means this Contract with the conditions described herein, the Schedules identified below, exhibits attached to such Schedules, the Design & Engineering Documents prepared by GRP and approved by the District, the Construction Schedule, any Change Orders, other documents listed in the Contract, and any modifications to the foregoing documents issued after execution of this Contract.

**Schedules:**

Schedule A	Scope of Work to be performed by GRP
Schedule B	Energy Savings Guarantee
Schedule C	Compensation to GRP
Schedule D	Construction and Installation Schedule

Section 1.3. Other Documents. The provisions of this Contract shall govern in the event of any inconsistencies with the Schedules.

**SECTION 2. GENERAL**

Section 2.1. District engages and GRP agrees to perform and provide the Energy Cost Savings Measures, and such other goods and services (collectively the "Work") described in Contract Documents for the Project and in accordance with the terms of this Contract.

Section 2.2. District has furnished or shall furnish (or cause its energy suppliers to furnish if reasonably possible) to GRP, upon request, all of its records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twelve (12) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized

**SECTION 3. CONTRACT TIME**

Section 3.1. The Contract Time consists of the Installation Period and the Guarantee Period. The "***Installation Period***" is the period of time from the Notice of Commencement until Final Acceptance of the entire Project. The "***Guarantee Period***" is the period of time from the Guarantee Commencement Date, as defined in Section 3.2, until the end of the Guarantee Term.

Section 3.2. Guarantee Commencement Date. The Guarantee Commencement Date shall be the first day of the month after the month in which the Final Acceptance of the Project has occurred. "***Final Acceptance***" shall be deemed to have occurred when: (i) GRP has delivered a Certificate of Substantial Completion and/or Punch List to the District indicating that it has installed and commenced operating all of the Work and equipment specified in Schedule A and in accordance with the provisions of Section 8, and (ii) District has inspected and accepted said installation and operation and signed GRP's Certificate of Substantial Completion and/or Punch List. If the District does not concur that the Work has achieved Substantial Completion and/or

that the Punch List is not complete or correct, then the District shall notify GRP within ten (10) business days of any discrepancies. To the extent GRP does not dispute the discrepancies raised by the District, GRP shall (i) promptly and diligently correct the Work to conform to the description of the Work set forth herein, and resubmit the certificate of Substantial Completion to the District, and (ii) promptly complete all items on the Punch List. If GRP disagrees with the discrepancies raised by the District, GRP shall notify the District of a dispute and such dispute shall be resolved in as provided under this Contract. If the District does not deliver written notice to GRP within ten (10) business days of receiving the certificate of Substantial Completion and the Punch List, the District will be deemed to have agreed to, signed and returned the certificate of Substantial Completion and the Punch List.

Section 3.2. Guarantee Commencement Date. The Guarantee Commencement Date shall be the first day of the month after the month in which the following have occurred: (i) GRP has delivered a Certificate of Substantial Completion to the District indicating that it has installed and commenced operating all of the Work and equipment specified in Schedule A and in accordance with the provisions of Section 8; and (ii) District has inspected and accepted said installation and operation and signed GRP's Certificate of Substantial Completion.

Section 3.3. Term of Contract. Subject to the following sentence, the term of this Contract shall be twenty (20) years measured beginning with the Commencement Date.

#### SECTION 4. COMPENSATION TO GRP

Section 4.1. Energy Savings Guarantee. GRP has formulated and, subject to the adjustments provided for in Section 14, guaranteed the energy consumption, operating costs, and operational savings to be achieved as a result of the installation and operation of the Work and equipment and services provided for in this Contract. The Energy Savings Guarantee for the Work performed under this Contract is specified in Schedule B (Energy Savings Guarantee). All or some portion of the Energy Savings Guarantee may consist of energy and operations savings stipulated to by the District and GRP (Stipulated Savings). These Stipulated Savings shall be based on GRP's customary standards and methodologies and include avoided maintenance, avoided capital investments, operational savings or avoided personnel costs. The District and GRP acknowledge that Stipulated Savings are being used to avoid the high costs for measuring the categories of savings included in the parties' stipulation. The District acknowledges that it has evaluated sufficient information to accept the determination of Stipulated Savings contained in the Energy Savings Guarantee of this Contract. The Stipulated Savings shall be deemed achieved on the date the District accepts and signs GRP's Certificate of Substantial Completion. The parties agree that Stipulated Savings shall not be measured or monitored at any time in connection with the Energy Savings Guarantee.

Section 4.2. Review and Reimbursement/Reconciliation. To the extent not included in the Stipulated Savings referenced in Section 4.1, and if, at the end of any calendar year during the guarantee period as specified in Schedule B (Energy Savings Guarantee), GRP has failed to achieve the annual Energy Savings Guarantee specified in Schedule B, upon written request by District, which shall be given no earlier than the end of such year and no later than thirty (30) days thereafter, GRP will pay District the difference between the annual amount guaranteed and

the amount of actual energy and operations savings achieved at the District's Premises in accordance with the provisions of Schedule B. GRP shall remit such payments to District within ninety (90) days of written notice by District of such monies due. When the total energy savings in any one year during the guarantee period exceed the Energy Savings Guarantee set forth in Schedule B and are in addition to those monies due GRP for compensation for services as set forth in Schedule C, (Compensation to GRP), such excess savings shall be first be applied to reimburse GRP for any payment GRP made to the District to meet GRP's guarantee for previous years in which the energy savings fell short of the Energy Savings Guarantee specified in Schedule B. GRP shall annually prepare and provide a report to the District documenting the performance of the ECMs.

Section 4.3. GRP and District agree to work in good faith to resolve any disagreement over the calculation of the energy savings. Should an irresolvable disagreement arise as to the calculation of energy savings, an independent public accounting firm may be engaged by either party to conduct a review and give an opinion on whether the calculation of savings or deficiencies as prepared by GRP is fairly stated in accordance with this Contract. The independent public accounting firm shall be mutually agreed upon by the parties. Exercise of the right to request a review shall in no way affect District's obligation to make current payments pursuant to this Contract unless otherwise described herein. Any payments between the parties necessary to resolve any irregularities identified in the review will be made within sixty (60) days after submission of the review to the parties

Section 4.4. GRP Compensation and Fees: GRP has structured the Energy Savings Guarantee referred to in Section 4.1 above; so as to be sufficient to equal or exceed the sum of any and all payments required to be made by District in connection with the Work to be performed by GRP under this Contract. District shall pay GRP the Contract Sum of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the provision of services as set forth and in accordance with the provisions of Schedule C (Compensation to GRP).

Section 4.5. Billing Information Procedure. Payments due to GRP under this Section 4 shall be calculated in accordance with the provisions of Schedule C. GRP shall provide District with an invoice of the total amount due. Payments shall be made by the District within ten (10) days of GRP's presentation of its invoice. For any Work not covered by Schedule C, GRP shall invoice District on a monthly basis with payment due upon presentation of an invoice. GRP reserves the right to suspend or terminate its Work if payment is not received within thirty (30) days of an invoice due date. Interest charges on unpaid Work shall be added to the invoice at the lesser of 12% per annum or the maximum rate allowed by law.

Section 4.6. Extra work requested by the District shall be compensated at GRP's customary billing rates with reimbursement for all costs and expenses incurred by GRP in the performance of the Work.

## SECTION 5. PERMITS AND APPROVALS; COORDINATION

Section 5.1. Permits and Approvals. District shall assist in obtaining all necessary permits and approvals required by local law for installation of the Equipment, except as



otherwise provided in the Contract Documents. District shall furnish copies of each permit or license to GRP, which is required to perform the work for the District. GRP shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, or the opening and patching of streets, arising from the construction and completion of the Work contemplated by this Contract.

Section 5.2. Coordination During Installation. District and GRP shall coordinate GRP's performance of the Work with the District. GRP shall not commit or permit any act that will interfere with the performance of business activities conducted by District without prior written approval of District.

## SECTION 6. DISTRICT'S RESPONSIBILITIES

Section 6.1. District shall provide, with reasonable promptness, full and complete information regarding the Premises, including but not limited to, all building controls, systems, apparatus, equipment and machinery. District agrees to furnish surveys, legal descriptions, drawings, waste management plans and all other information pertinent to the Work and the Premises where the Work is to be performed. District shall appoint an authorized representative to approve, reject or otherwise facilitate GRP's performance of the Work.

Section 6.2. District shall provide sufficient space on the Premises for the performance of the Work and shall take reasonable steps to protect all material and equipment from harm, theft and misuse. District shall provide access to the Premises for GRP to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by GRP and acceptable to District. District shall not unreasonably restrict GRP's access to Premises to make emergency repairs or corrections as GRP may determine are needed.

Section 6.3. District shall promptly notify GRP of all known unusual or materially changed operating conditions that affect any equipment or building condition that may affect Work to be performed by GRP. District shall furnish GRP with prompt written notice of any defects in GRP's Work.

## SECTION 7. WORK PERFORMED BY GRP

Section 7.1. GRP shall perform the Work under this Contract in accordance with the Scope of Work contained in Schedule A. GRP shall act as an independent contractor with responsibility for the means, methods, techniques, sequences, procedures and coordination of the Work. All Work performed under this Contract shall be coordinated by GRP with local utilities, subcontractors, equipment suppliers and District's facility personnel. GRP shall arrange for, prepare, or otherwise furnish, for written approval by the District, working drawings and specifications setting forth in detail the requirements of the construction and installation of the Project in accordance with the Contract Documents ("Design & Engineering Documents"). The Design & Engineering Documents shall include all drawings, specifications, schedules, diagrams, and plans, and such content and detail as is necessary to properly complete the

construction of the Project. All engineering services shall be rendered by an employee or sub consultant of GRP who is properly registered as a Professional Engineer in the State of Illinois, and designated as a Certified Energy Manager. The Work shall be performed in a manner consistent with the degree of skill and care ordinarily exercised by similar contractors performing the same or similar work in the same locale under similar circumstances and conditions. GRP shall furnish or arrange for all required services, labor, materials, equipment and supervision as are necessary for the proper performance of the Work. GRP shall complete its Work in accordance with the construction schedule specified in Schedule D.

Section 7.2. GRP shall remain responsible for the professional and technical accuracy of all services performed, whether by GRP or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 7.3. GRP shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. GRP shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the Site or adjacent thereto. GRP shall not be required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications in other equipment beyond the Scope contained in this Contract.

Section 7.4. GRP shall conduct the training program described in Schedule A. The training specified shall be completed prior to acceptance of the Work. GRP shall provide ongoing training whenever needed with respect to updated or altered Work, including upgraded software, and including newly hired maintenance personnel, for a period of one year following final completion of the Work. Such training shall be provided at no charge to the District.

Section 7.5. All reports and drawings specifically prepared for District under this Contract ("Deliverables") shall become District's property upon final payment to GRP. GRP may retain file copies of such information. All other reports, calculations, data, drawings, estimates, specifications, manuals, computer programs, codes and computerized materials prepared by or for GRP are Instruments of Service ("Instruments") and shall remain the property of GRP. All Deliverables and Instruments provided to the District are only for the purposes disclosed to GRP by the District, and District agrees not to transfer them to others of use or permit them to be used for any extension of the Work without GRP's written consent. Any reuse of such Deliverables and Instruments, without GRP's participation or approval, shall be at the District's sole risk and without further liability to GRP.

## SECTION 8. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

Section 8.1. Construction and equipment installation shall proceed in accordance with the construction schedule approved by District and attached as Schedule D. Work shall be performed during normal working hours, Monday through Friday, unless otherwise agreed herein.

Section 8.2. Systems Startup and Equipment Commissioning: GRP shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule A and prior to acceptance by District. GRP shall provide notice to District of the scheduled test(s) and District and/or its designees shall have the right to be present at any or all such tests conducted by GRP and/or manufacturers of the Equipment. GRP shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures. GRP shall furnish District with Certificates of Substantial or Final Completion upon completion of the Work, or portion thereof.

Section 8.3. Inspection and Final Approval: District has the right to inspect, test and approve the work conducted in the facilities during construction and operation. District shall have the right and access to the records, and other compilations of data that pertain to the performance of the provisions and requirements of this Contract. Records shall be retained for three (3) years after close-out.

Section 8.4. GRP shall not be responsible for loss, delay, or failure of performance caused by circumstances beyond its control, including but not limited to acts or omissions of the District or its employees, agents or contractors, Acts of God, war, civil unrest, acts or threatened acts of terrorism, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, explosions, delays in transportation, fuel, labor or materials. In the event of such delays or failure, GRP's time for performance shall be extended by a period of time equal to that lost.

## SECTION 9. INDEMNITY

Section 9.1. To the fullest extent permitted by law, GRP shall indemnify and hold harmless the District, its agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Contract provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of GRP, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. In no event shall the preceding indemnification apply to liability to the extent caused by the negligence or willful misconduct of the party indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation act, disability benefit acts, or other employees' benefit acts.

Section 9.2. To the fullest extent permitted by law, District shall indemnify and hold harmless GRP, its subcontractors, agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Contract provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or

omissions of District, its contractors, agents and employees, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. In no event shall the preceding indemnification apply to liability to the extent caused by the negligence or willful misconduct of the party indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation act, disability benefit acts, or other employees' benefit acts.

## SECTION 10. WARRANTY

Section 10.1. GRP covenants and agrees that all Work performed and equipment installed, as part of this Contract, shall be new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. The Work of all Subcontractors shall be warranted for a period of one (1) year from the date of acceptance of their Work, unless otherwise stipulated for a longer period of time. Equipment provided by GRP shall be accompanied by a manufacturer's warranty against defects in workmanship and materials. GRP agrees to deliver to District for inspection and approval all such written warranties and to transfer such warranties to District.

Section 10.2. Claims under this warranty section shall be made in writing to GRP within thirty (30) days after discovery of the claimed defect unless discovered by GRP. District's sole and exclusive remedy for any equipment or services not conforming to the requirements of this warranty is limited to, at GRP's option, (i) repair or replacement of defective components of covered equipment, or (ii) re-performance of the defective services, or (iii) to the extent previously paid, a refund for the purchase price of such defective component of the equipment or services. All warranties required hereunder shall be in force for a period of one (1) year from the date of Substantial Completion.

Section 10.3. The warranties set forth in this section will be void and not apply to, any equipment (i) repaired, altered or improperly installed by any person other than GRP or its subcontractors; or (ii) subjected to unreasonable or improper use or storage, or otherwise subjected to improper maintenance.

Section 10.4. THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

## SECTION 11. LIMITATION OF LIABILITY

Section 11.1 District and GRP have discussed the risk and rewards associated with the Work, as well as GRP's compensation for its services. District and GRP agree to allocate certain of the risks so that, to the fullest extent permitted by law, GRP's total aggregate liability to the District under this Contract shall be limited to the proceeds of any insurance or an amount equal to the Contract Sum contained in Schedule C, whichever is greater.



Section 11.2 District and GRP mutually agree that neither party shall be liable to the other under this Contract for any consequential, special, contingent or punitive damages, including but not limited to, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability or otherwise.

## SECTION 12. EQUIPMENT SERVICE

Section 12.1. Actions by GRP. GRP shall provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule A.

Section 12.2. Malfunctions and Emergencies. District shall use its best efforts to notify GRP or its designee(s) within twenty-four (24) hours after District's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation.

Section 12.3. District shall notify GRP within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. GRP, or its designee(s) shall respond within twenty-four (24) hours and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by District shall be followed within three (3) business days by written notice to GRP from District. If District unreasonably delays in notifying GRP of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change and the applicable provisions of Section 14 (Material Changes) shall be applied.

Section 12.4. GRP will provide a written record of all service work performed. This record will indicate the reason for the service, description of the problem and the corrective action performed.

Section 12.5. Actions by District. District shall not move, remove, modify, alter, or change in any way the Work or any part thereof without the prior written approval of GRP. Notwithstanding the foregoing, District may take reasonable steps to protect the Work if, due to an emergency, it is not possible or reasonable to notify GRP before taking any such actions. In the event of such an emergency, District shall take reasonable steps to protect the Work from damage or injury and shall follow instructions for emergency action provided in advance by GRP. District agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Work.

## SECTION 13. UPGRADING OR ALTERING THE EQUIPMENT

Section 13.1. GRP shall at all times have the right, subject to District's prior written approval, which approval shall not be unreasonably withheld, to change the equipment included in the Work, revise any procedures for the operation of the equipment or implement other energy saving actions in the Premises, provided that:

(i) GRP complies with the standards set forth in Schedule A;

(ii) such modifications or additions to, or replacement of equipment, and any operational changes, or new procedures are necessary to enable GRP to achieve the energy savings at the Premises and;

(iii) any cost incurred relative to such modifications, additions or replacement of the equipment, or operational changes or new procedures shall be the responsibility of GRP.

Section 13.2. All modifications, additions or replacements of the equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to District for approval, which shall not be unreasonably withheld, provided that any replacement of the equipment shall be new as set forth in Section 10 and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. GRP shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 18.1 (Ownership of Certain Proprietary Rights). All replacements of and alterations or additions to the equipment shall become part of the equipment described in Schedule A and shall be covered by the provisions and terms of Section 8.

#### SECTION 14. MATERIAL CHANGES

Section 14.1. Material Change Defined: A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of District, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule B by five percent (5%) or more after adjustments for climatic variations. Actions by District which may result in a Material Change include, but are not limited to the following:

(i) manner of use of the Premises by District; or

(ii) hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or

(iii) permanent changes in the comfort and service parameters set forth in Schedule A; or

(iv) occupancy of the Premises; or

(v) structure of the Premises; or

(vi) types and quantities of equipment used at the Premises or

(vii) modification, renovation or construction at the Premises; or

(viii) District's failure to provide maintenance of and repairs to the equipment as specified in Schedule A; or

(ix) any other conditions other than climate affecting energy use at the Premises.

Section 14.2. Reported Material Changes; Notice by District: District shall use its best efforts to deliver to GRP a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least sixty (60) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to GRP of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by District within twenty-four (24) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by District to have occurred.

## SECTION 15. CHANGES IN THE WORK

Section 15.1. Change Orders. District may order, or GRP may request, changes in the Work consisting of additions, deletions, or modifications to the Work. Such changes in the Work shall be authorized only by written Change Order signed by District and GRP. The adjustment to the Contract Sum shall be based on the mutual acceptance of a lump sum price for the Change Order work.

Section 15.2. No Changes That Impact Guarantee. To the extent GRP reasonably determines that any change in the Work requested or directed by District will materially and adversely impact the GRP's ability to meet or sustain achievement of the Guarantee set forth in Schedule B, GRP has the right, in its sole and absolute discretion, to decline such change in the Work.

Section 15.3. Concealed Conditions. GRP shall immediately notify District if it encounters Concealed Conditions (1) that differ materially from those indicated in the Contract Documents or (2) of an unknown physical condition, that differ materially from those ordinarily found to exist and generally recognized as inherent in the Work to be performed. GRP shall give prompt notice to the District of such conditions prior to significantly disturbing the same. If such Concealed Conditions cause an increase in GRP's cost of, or time required for, performance of any part of the Work, GRP and District shall agree, by Change Order, to an equitable adjustment to the time required for performance of the Work and to the Contract Sum.

## SECTION 16. REPRESENTATIONS AND WARRANTIES

Section 16.1. Each party warrants and represents to the other that:

- (i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (ii) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly

executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder. .

Section 16.2. District hereby warrants, represents and promises that it has not entered into any undisclosed leases, or contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Premises or with regard to servicing any of the energy related equipment located in the Premises. District shall provide GRP with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Premises that may be executed from time to time hereafter within sixty (60) days after execution thereof.

District agrees that it shall adhere to, follow and implement the energy Cost Savings procedures and methods of operation set forth in Schedule A.

District agrees that GRP shall have the right once a month, with prior notice, to inspect Premises to determine if District is complying, and shall have complied with such obligations. District shall make the Premises available to GRP for and during each monthly inspection, and shall have the right to witness each inspection.

Section 16.3. GRP warrants, represents and promises that before commencing performance of this Contract, (a) it is licensed or otherwise permitted to do business in the State of Illinois; and (b) it shall have provided proof and documentation of required insurance pursuant to Section 17 (Insurance Requirements).

Section 16.4. The parties acknowledge and agree that GRP has entered into this Contract in reliance upon the prospect of earning compensation based on guaranteed energy savings in energy used at Premises, as set forth on Schedules B (Energy Saving Guarantee) and C (Compensation to GRP), attached hereto and made a part hereof. The parties further acknowledge and agree that the said guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy Cost Savings shall be implemented, and followed by District on a regular and continuous basis.

## SECTION 17. PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION

Section 17.1. Prior to commencement of any work and for the duration of this Contract, GRP shall provide and maintain insurance as set forth below. Insurance required by this section shall name the District as an additional named insured and shall be with insurers rated A-VII or



better in the latest *Bests Rating Guide*. The coverage provided by such policy shall be primary and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All policies shall contain waivers of subrogation. GRP waives all rights against the District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the required policies.

The following are required:

a. Workers' Compensation Insurance with statutory limits as required by statute, and Employer's Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per Accident, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) Disease, Policy Limit and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) Disease, Each Employee.

b. Automobile Liability, including non-owned and hired with a limit not less than One Million and 00/100 Dollars (\$1,000,000.00).

c. Commercial General Liability including premises, operation, products and completed operations liability, personal injury liability (including employee acts), broad form property damage liability and blanket contractual liability in amounts of not less than One Million and 00/100 Dollars (\$1,000,000.00). GRP shall maintain Commercial General Liability and, if necessary, commercial umbrella or excess liability with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) each occurrence/Annual Aggregate and the Annual Aggregate shall be endorsed to apply separately to each job site or location. In the event any of the hazards of explosion, collapse and underground, normally referred to as XCU, exist, then such hazards shall be covered and protection afforded under the policy.

d. GRP shall maintain in full force and effect, at GRP's expense, an Installation Floater, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), for coverage of the GRP's labor, materials, and any equipment to be used for completion of work under this contract. Coverage is to be on an all risk of physical damage form, including earthquake and flood. This insurance shall include the District, and all contractors as their interests may appear.

Section 17.2. District will maintain, at its own expense, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount indicated on Schedule D. Such policy shall be maintained until final payment has been made to GRP and no person or entity has an insurable interest in Premises, whichever is later. The policy shall include insurance against the perils of fire and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and start-up, rebuilding and debris removal. District shall pay any costs not covered due to deductibles or retention. District shall also purchase and maintain boiler and machinery coverage which shall specifically cover such insured objects during installation and until acceptance by the District. The insurances required under this section shall include the interests of the District, GRP, and its subcontractors.

Section 17.3. District and GRP waive all rights against each other and their subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by insurance under this section, and for any other property insurance applicable to the Work, except such rights as they may have to proceeds of insurance held by the District as fiduciary.

## SECTION 18. OWNERSHIP

Section 18.1. Ownership of Certain Proprietary Property Rights. District shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, secret inventions or processes, copyrights, patents, or other intellectual or proprietary rights that are or may be used in connection with the Equipment. GRP shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

Section 18.2. Ownership of Existing Equipment. The equipment and materials at the Premises at the time of execution of this Contract shall remain the property of District even if it is replaced or its operation made unnecessary by work performed by GRP pursuant to this Contract. If applicable, GRP shall advise District in writing of all equipment and materials to be replaced at the Premises and District shall within thirty (30) days designate in writing to GRP which equipment and materials should not be disposed of off-site by GRP. It is understood and agreed to by both Parties that District shall be responsible for and designate the storage location for any equipment and materials that should not be disposed of off-site. GRP shall be responsible for the disposal of all equipment and materials designated by District as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 18.3 Ownership of Drawings. All drawings, reports and materials prepared by GRP specifically in performance of this Contract shall become the property of District and will be delivered to District no later than forty-five (45) days after completion and final payment to GRP.

## SECTION 19. EVENTS OF DEFAULT

Section 19.1. Events of Default by District. Each of the following events or conditions shall constitute an "Event of Default" by District:

- (i) any failure by District to pay GRP any sum due for period of more than thirty (30) days after written notification by GRP that District is delinquent in making payment and provided that GRP is not in default in its performance under the terms of this Contract;
- (ii) any other material failure by District to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to District demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, District shall be deemed

to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(iii) any representation or warranty furnished by District in this Contract, which was false, or misleading in any material respect when made.

Section 19.2. Events of Default by GRP. Each of the following events or conditions shall constitute an "Event of Default" by GRP:

(i) the requirements set forth in Schedule A are not met due to failure of GRP to properly design, install, maintain, repair or adjust the equipment except that such failure, if corrected or cured within thirty (30) days after written notice by District to GRP demanding that such failure be cured, shall be deemed cured for purposes of this Contract;

(ii) any representation or warranty furnished by GRP in this Contract is false or misleading in any material respect when made;

(iii) failure to furnish and install the Work and make it ready for use within the time specified by this Contract as set forth in Schedules A (Scope of Work) and D (Construction and Installation Schedule);

(iv) provided that the operation of the facility is not adversely affected and provided that the standards in Schedule A are maintained, any failure by GRP to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after written notice by the District to GRP demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;

(v) any lien or encumbrance is placed upon the Work by any subcontractor, laborer, supplier or lender of GRP;

(vi) the filing of a bankruptcy petition whether by GRP or its creditors against GRP which proceeding shall not have been dismissed within ninety (90) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of GRP;

(vii) Any change in ownership or control of GRP without the prior approval of District, which shall not be unreasonably withheld; or

(viii) failure by GRP to pay any amount due District or perform any obligation under the terms of this Contract or the Energy Savings Guarantee as set forth in Schedule B (Energy Savings Guarantee).

## SECTION 20. REMEDIES UPON DEFAULT

Section 20.1. Remedies upon Default by District. If an Event of Default by District occurs, GRP may exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by District, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy. Election of one remedy is not a waiver of other available remedies.

Section 20.2. Remedies Upon Default by GRP. In the Event of Default by GRP, District may exercise and any all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees. Election of one remedy is not a waiver of other available remedies.

## SECTION 21. CONDITIONS BEYOND CONTROL OF THE PARTIES

If a Party to the Contract ("Performing Party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of God, insurrections or riots, or other event beyond its control, this Contract shall at the other party's option (i) remain in effect but said Performing Party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the Performing Party, in which event neither party shall have any further liability to the other.

## SECTION 22. DISPUTES

Section 22.1. Any controversy or claim arising out of or relating to this Contract, including any such controversy or claim involving the parent company, subsidiaries, or affiliates under common control of any party to this Contract (a "Dispute"), shall first be submitted to mediation according to the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Such mediation shall be attended on behalf of each party for at least one session by a senior business person with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of mediation and its conclusion shall be extended until 20 days after the conclusion of the mediation.

Section 22.2. Any Dispute that cannot be resolved by mediation within 45 days of notice by one party to the other of the existence of a Dispute (unless the parties agree to extend that period) shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA ("AAA Rules") and the Federal Arbitration Act, 9 U.S.C. §1 et seq.. The arbitration shall be conducted in the state where the Work is performed, by one arbitrator appointed in accordance with the AAA Rules. No arbitration arising out of or related to this Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Contract, except with the written consent of the District, GRP, and the other party sought to be joined.



Section 22.3. The arbitrator shall follow the ICDR Guidelines for Arbitrators Concerning Exchanges of Information in managing and ruling on requests for discovery. The arbitrator, by accepting appointment, undertakes to exert her or his best efforts to conduct the process so as to issue an award within eight months of her or his appointment, but failure to meet that timetable shall not affect the validity of the award.

Section 22.4. The arbitrator shall decide the Dispute in accordance with the substantive law governing this Contract as provided herein. The arbitrator may not award punitive or consequential damages, nor may the arbitrator apply any multiplier to any award of actual damages, except as may be required by statute. The award of the arbitrator may be entered in any court of competent jurisdiction.

Section 22.5. With respect to any claim or dispute resolved by arbitration, the prevailing Party shall be entitled to recover attorney's fees from the non-prevailing Party. A prevailing Party is a Party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

Section 22.6. Continuation of Work. Pending final resolution of any dispute under this Contract, GRP will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the District will continue to make payments of undisputed amounts in accordance with the Contract Documents.

## SECTION 23. ASSIGNMENT

Section 23.1. Assignment by GRP. GRP acknowledges that District is induced to enter into this Contract by, among other things, the qualifications of GRP. GRP agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the District.

Section 23.2. Assignment by District. District may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Premises subject to this Contract or an interest therein. The District shall remain jointly and severally liable with its assignee or transferee to GRP for all of its obligations under this Contract.

## SECTION 24. MISCELLANEOUS PROVISIONS

Section 24.1. Waiver of Claims/Liens. GRP shall obtain and furnish to District a Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of the Work.

Section 24.2. Compliance with Law and Standard Practices. GRP shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices and in compliance with any and all reasonable rules relative to the Premises. GRP shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

Section 24.3. Independent Capacity of the Contractor. GRP is an independent contractor in the performance of each and every part of this Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind.

Section 24.4. Confidential Information.

Section 24.4.1 The term "Confidential Information" means any documentation or information (i) that is marked as "proprietary" or "confidential", (ii) that is supplied orally with a contemporaneous confidential designation, or (iii) that is known by the receiving Party to be confidential or proprietary information or documentation of the disclosing Party. Confidential Information does not include information that can be demonstrated: (i) to have been rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of said information under this Contract; (ii) to have been in the public domain prior to disclosure; (iii) to have become part of the public domain after disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Contract; or (iv) to have been supplied to the receiving Party without restriction by a third party who is under no obligation to the disclosing Party to maintain such information in confidence.

Section 24.4.2. Each Party acknowledges that it may, in connection with the performance of this Contract, have access to, or be directly or indirectly exposed to Confidential Information of the other Party. Each Party shall hold confidential all Confidential Information of the other Party and shall not disclose or use such Confidential Information without express prior written consent of the disclosing Party, except as may be legally required. Each Party shall use reasonable measures at least as strict as those the Party uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors to execute a non-disclosure agreement before obtaining access to the other Party's Confidential Information.

Section 24.5. Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 24.6. Complete Contract. This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written amendment signed by the parties hereto.

Section 24.7. Further Documents. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 24.8. Applicable Law. This Contract shall be construed in accordance with, and governed by the laws of the state of Illinois. Any action to enforce the provisions of this Contract shall be brought in state court in Effingham County, Illinois. In the event any term of this Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

Section 24.9. Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO GRP:                   **GRP MECHANICAL CO., INC.**  
                                Attention: Mr. Tom DeClue, III  
                                1 Mechanical Drive,  
                                Bethalto, IL 62010

TO DISTRICT:           **ALTAMONT CUSD #10**  
                                Attention: Mr. Jeff Fritchtnitch  
                                Superintendent of Schools  
                                7 South Ewing  
                                Altamont, IL 62411

Section 24.10. Headings. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 24.11. Handling of Hazardous Materials: All work completed under this Contract shall be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project.

Section 24.11.1. The Work performed by GRP under this Contract excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Premises beyond what may be identified in Schedule A. District agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Premises or brought into the Premises by a party other than the GRP or its subcontractors, are not the GRP's responsibility. Should GRP become aware, discover or based on reasonable evidence suspect the presence of Hazardous Materials or Mold beyond those addressed in Schedule A, GRP will immediately cease work in the affected area, and will promptly notify District of the conditions discovered. Should GRP stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the Contract Time will be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. GRP will not be held responsible for any claims, damages, costs,

or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold.

Section 24.11.2. District warrants and represents that to the best of its knowledge, other than as disclosed to GRP in writing, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by the GRP pursuant to this Contract. District further represents that it has not retained GRP to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold, except to the extent specified in Schedule A. Unless otherwise specified in Schedule A, District will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold not addressed by the GRP under this Contract. District specifically agrees, to the extent allowed by state law, to indemnify and to hold the GRP, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of its release of Hazardous Materials or Mold into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

Section 24.12. Bonding Requirements: GRP will provide to District separate performance and labor and material payment bonds, covering GRP's installation and faithful performance of the Energy Conservation Measures specified in GRP's Scope of Work, Schedule A to this Contract, each in the sum of one hundred percent (100%) of the Contract Sum. Bonds shall be issued by a surety in good standing and authorized to transact business in Illinois.

Section 24.13. As-Built Drawings: Where applicable, GRP shall provide reproducible record drawings from the "as-built drawings" of all existing and modified conditions associated with the project, conforming to typical engineering standards.

Section 24.14. Operation and Maintenance Manuals: Three (3) maintenance manuals for each site will be provided by GRP for all equipment replacements and/or upgrades at each location.

Section 24.15. Non-Discrimination: GRP shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

Section 24.16. Tax-Exempt Status: The District is exempt from payment of Illinois sales and use taxes on purchases of tangible personal property or services, including materials, supplies and equipment purchased for construction of buildings and other structures. District will provide GRP with applicable documentation to certify District's tax exempt status. GRP shall use its best efforts to furnish District's documentation in all applicable transactions and comply with all applicable statutory requirements related to such transactions.

Section 24.17. Drafting Not to be Construed Against any Party: All parties acknowledge and agree that each has had a full opportunity to review and have input into this Contract and that any ambiguity found shall not be construed against any party as drafter.



Reference to "year" shall mean calendar year unless a fiscal year is specified. If a fiscal year is specified that year is July 1 through June 30.

Section 24.18 Prevailing Wage Act: GRP and all subcontractors performing Work pursuant to this Agreement shall pay prevailing wages in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* GRP agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any claims brought by any employee or the Illinois Department of Labor arising out of the scope of its contract with the District for violations of the Prevailing Wage Act.

Section 24.19 Criminal Background Check: GRP understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. GRP further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the GRP agrees to provide the District with the following:

- (1). Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
- (2). GRP will provide the District, upon request, a copy of the criminal background check conducted on each such person.

In the event GRP plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the District then in that event GRP will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event GRP fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the GRP, or caused by an employee of a subcontractor to GRP, then in that event the GRP agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any such claims.

IN WITNESS WHEREOF, the parties hereto have signed their names to this Contract by their duly authorized officers on the date first above written.

**GRP Mechanical Co. Inc.**

**ALTAMONT CUSD #10**

By: T. D. Clue, III  
(Signature)  
Tom DeClue, III  
President

Date: 2/12/15

By: [Signature]  
(Signature)  
President of BOE  
(Name and Title)

Date: 2/9/15

**ATTACHMENT I: Schedules**

SCHEDULE A: SCOPE OF WORK TO PERFORMED BY GRP

SCHEDULE B: ENERGY SAVINGS GUARANTEE

SCHEDULE C: COMPENSATION TO GRP

SCHEDULE D: CONSTRUCTION AND INSTALLATION SCHEDULE

## **SCHEDULE A:      SCOPE OF WORK**

### Mechanical Scope of Work

1. Elementary School Original 1976 section of the Facility
  - a. Install new high efficiency condensing furnaces with remote roof mounted condensers to provide heating, cooling and ventilation (HVAC) systems to replace the existing Mammoth multi-zone and single zone package roof top units that serve the music, office and classroom areas. The new units will be similar in design to those installed at the High School. The cafeteria and locker rooms will be conditioned with a new package high efficiency heating and cooling unit roof top unit. The locker rooms will be subzone off the cafeteria unit.
  - b. The Elementary addition and the gym will not receive new HVAC systems within this scope of work.
  - c. The Scope includes the replacement of any existing fiberboard ductwork, diffusers and return air grilles except in area of the gym. The scope to provide individual zone control of each classroom. The abandon mechanical equipment on the roof in the above areas to be removed by GRP. GRP will be responsible for any reclaiming of any refrigerate and properly disposing and shall retain any scrap value.
  - d. The scope to include the replacement of the science lab, kitchen and dishwasher exhaust systems.
  - e. Install a separate air conditioning unit for the IT room.

### Controls Scope of Work

1. Elementary School Original 1976 section of the Facility
  - A. The new HVAC equipment in the facility will be equipped with a DDC interface controllers that will allow communication via the District's network. The installation to include Automated Logic routers, software, and controllers to make this installation complete.
  - B. The installation will include a web based graphical representation of the system points and installation and will include training of District personnel.

### Fire Protection Scope of Work

1. Elementary School Original 1976 section of the Facility
  - A. Install new sprinkler system in the existing open education area that is to be renovated with new HVAC and ceilings. Scope is limited to this area.
  - B. Install new addressable ADA compliant fire alarm system for the entire 1976 section of the facility.

### Plumbing Scope of Work

#### 1. Elementary School Original 1976 section of the Facility

- A. Scope to include a renovation of the four existing main kid's restrooms. The scope will include new fixtures (water closets, urinals, labs) and the replacement of partitions.
- B. Scope to include modification of the existing rest room in pre-k classroom 105 and adjoining custodian room to make a new ADA accessible restroom with access to the main corridor.
- C. Scope to include new custodian drain basin behind existing north restrooms.
- D. Install one new domestic hot water heater to replace existing failed unit.
- E. Modify existing gas distribution as is required for the new HVAC systems and the new roofing systems.
- F. Provide drain and hot and cold water supply for a sink in room 197 potential teacher's lounge.

### General Conditions Scope of Work

- 1. The following is an outline of the scope needed to modify the facility from and open education space to dedicated classrooms.
  - A. Demo existing moveable partitions and other walls to be able to implement the new layout. Scope to include infilling the existing pit area.
  - B. Install walls, ceiling and flooring in the open education area as required to implement architectural layout A-1 attached as Exhibit 2. The new ceiling shall be 2' x 2' ceiling grid and humidity resistance tile. The cafeteria shall also receive new drop ceiling. The new flooring will be VCT 12" x 12" floor tile with colors and pattern to be selected by District. The installation to include new 4" and 6" cove base as required. Note that not all areas will receive new ceiling and flooring. Areas not to receive new flooring and ceiling are: offices, IT area, corridors, lobby science, special ed, pre-k, music classes, locker rooms, art room, gym, and kitchen.
  - C. Scope to include sealing the roof wall intersection in the existing open education area.
  - D. Scope to include modifying the art storage room to a kiln room. This includes the relocation of the existing door and side light. District to modify the existing lockers as required.
  - E. Install sound absorbing materials in the cafeteria to reduce the noise level.
  - F. Create new area for student storage in the Pre-k through the fourth grade classrooms.

### Window Scope of Work

#### Elementary School

- 1. (19) Mk. 'W1' Openings (2 Windows per Opening - 38 Windows Total – Fixed / Project-out stacked over fixed window with panel)

#### Window Notes

- 1. Window model shall be 1550 series as manufactured by Winco Window Company

### GLAZING DESCRIPTION

- 1. 1" IGU, tempered, dual seal

- A. EXTERIOR PANE – 1/4" GRAYLITE II, Tempered
  - B. AIR SPACE – Argon fill
  - C. INTERIOR PANE – 1/4" CLEAR, Tempered with SOLAR BAN 60 LOW-E ON #3 surface
2. 1-1/2" INSULATED METAL PANEL as manufactured by MAPES (or equal)
- A. Exterior skin – standard 0.032 embossed aluminum
  - B. Exterior color – as selected from mfr's 18 standard colors
  - C. Substrate stabilizers (2) – 1/8" tempered hardboard
  - D. Core – isocyanurate
  - E. Interior skin – standard 0.032 embossed aluminum
  - F. Interior color – as selected from mfr's 18 standard colors

#### THERMAL BREAK CONSTRUCTION

1. Frame and sash members must include a thermal break applied in the manufacturer's facility, using concealed low conductance poured-in-place polyurethane. Polyurethane at all members must be poured into pre-finished and mechanically pre-treated cavities.

#### WEATHER-STRIPPING:

1. Bulb- or fin-type neoprene, epdm, dual-durometer pvc, polypropylene, tpe, or other suitable material as tested and approved by the window manufacturer.
2. Miter, crowd, stake or join at corners. Provide drainage to exterior as necessary.
3. Weather-stripping shall provide an effective pressure-equalization seal at the interior face of the sash ventilator.

#### FINISH OF ALUMINUM COMPONENTS

1. Finish of all exposed areas of aluminum windows and components shall be done in accord with the appropriate AAMA voluntary guide specification shown. AAM10C21A44 Dark Bronze CLASS I, AAMA 611

#### ALUMINUM WINDOW WARRANTY

1. Products: written warranty, executed by the window manufacturer, shall be for a period of 2 years from the date of manufacture, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements and industry standards, which result in premature failure of the windows, finish, factory-glazed glass, or parts, outside of normal wear.
  - A. Window material – 2 years
  - B. Window installation – 1 year
  - C. Window finish – 5 years
  - D. Panel finish – 20 years
  - E. Insulated glass – 10 years

#### DOOR SCHEDULE

##### Elementary School

1. (7) Mk. 'SF-1R' Openings (1 Door w/ transom)
2. (5) Mk. 'SF-1L' Openings (1 Door w/ transom)
3. (4) Mk. 'SF-2R' Openings (1 Door w/ transom) {In window opening}
4. (1) Mk. 'SF-2L' Openings (1 Door w/ transom) {In window opening}



## DOOR NOTES

1. Doors and frames shall be as manufactured by Tubelite, Inc.

### ALUMINUM DOOR / FRAME NOTES:

1. Doors shall be "Thermal=Block Entrances" as manufactured by Tubelite, Inc.
2. Frames shall be T-14000 as manufactured by Tubelite, Inc.
3. Extrusions shall be of aluminum alloy 6063-T5
4. Frame depth shall be 4-1/2", with 2" sightline
5. Wide stile door stiles and rails shall be 5" (Bottom rail shall be 10")
6. All doors and frames shall be thermally broken
7. Threaded steel tension rods of 0.375 inch (9.5 mm) diameter shall run the full width of the top and bottom rails and shall be fixed with aluminum lugs and lock nuts
8. Door frame members shall have a continuous wool pile/vinyl fin weather stripping at the head and jamb members
9. Finish shall be Class 1 Dark Bronze anodized

### GLAZING DESCRIPTION

1. 1" IGU, tempered, dual seal
  - A. EXTERIOR PANE – 1/4" GRAYLITE II, Tempered
  - B. AIR SPACE – Argon fill
  - C. INTERIOR PANE – 1/4" CLEAR, Tempered with SOLAR BAN 60 LOW-E ON #3 surface
2. 1" INSULATED METAL PANEL as manufactured by MAPES (or equal)
  - A. Exterior skin – standard 0.032 embossed aluminum
  - B. Exterior color – as selected from mfr's 18 standard colors
  - C. Substrate stabilizers (2) – 1/8" tempered hardboard
  - D. Core – isocyanurate
  - E. Interior skin – standard 0.032 embossed aluminum
  - F. Interior color – as selected from mfr's 18 standard colors

### ALUMINUM STOREFRONT & DOOR WARRANTY

1. Products: written warranty, executed by the window manufacturer, shall be for a period of 1 year from the date of manufacture, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements and industry standards, which result in premature failure of the doors, hardware, finish, field-glazed glass, or parts, outside of normal wear.
  - a. Door material – 1 year
  - b. Door installation – 1 year
  - c. Door finish – 5 years
  - d. Door Hardware - varies
  - e. Panel finish – 20 years
  - f. Insulated glass – 10 years

### Roofing Scope of Work

1. Elementary School Original 1976 section of the Facility
  - A. The scope to include the replacement of the older EPDM roof membrane that has been coated with a white coating. The scope to include a new fully adhered single ply TPO

roof membrane in all areas of flat roof in this addition except the gymnasium which is a newer roof. The scope is as follows:

1. Remove and save (for reinstallation) of existing; parapet wall metal coping.
2. Remove and dispose of approximately 60 ln ft. of drip edge.
3. Removal and disposal of roof & parapet wall membrane and RTU & penetration flashings. Existing insulation is to remain, except any insulation found to have moisture. Any wet insulation will be removed and replaced.
4. Apply 1 new layer of 3"- 25PSI Iso insulation over existing insulation to have a total of R-25 insulation performance.
5. Install fully adhere TPO 060 membrane, and all affiliated roof flashing items.
6. Fabricate and install approximately 60 ln ft. of new metal drip edge.
7. Cut off lower edge of metal wall panels for proper wall termination. Fabricate and install new counter flashing for this area of walls.
8. Reinstall existing parapet wall metal coping.
9. Supply of a 20 year manufacturer's warranty

#### Electrical Scope of Work

1. The scope to include all disconnecting existing lighting and HVAC systems.
2. Install new lighting systems as required because of demolition associated with the open education area. Where possible, the new lighting systems will be lay-in 2' x 4' fixtures with electronic ballast and T-8 5000 kelvin lamps. The scope to replace the lighting is limited to the areas that are receiving new drop ceilings. These new systems will be controlled by motion detection.
3. Power up all new HVAC equipment. The scope to include the installation of receptacles and spare IT drops in the new classroom walls. Relocate existing power circuit for Kiln relocation. Install (6) new dedicated circuits with single duplex in the new IT room. Five on the south wall of server room and one on the south wall of the office space. Additionally there will be one dedicated circuit on the south east corner of new storage area 199.
4. IT drops, ¾" conduit boxed and stubbed above new wall in the following locations:
  - a. Future Smart Boards in classrooms--High on the middle of the walls of shared classroom walls between interior and exterior doors. Two low on the opposite side of the wall.
  - b. Add five drops in new wall in IT room.
5. Replace and add electrical panels as required to implement the other scopes of work.

#### Engineering/Project Management- Scope of Work

1. GRP to provide to the District Engineering drawing for review of the above scope of work by April 6, 2015 for review and feedback. Then, final sealed drawings will be produced to provide to the ROE for approval for construction.
2. GRP to provide the documentation required for building and occupancy permit to the District.
3. GRP to provide the project management required to install the above scope of work in a timely fashion.

District's Scope of Work

1. District to provide static IP address for control system.
2. District is responsible for removing school and personnel items from the work area to provide clear access to implement above scope of work.
3. District is responsible for any painting and wall patching that is required due to the implementation of the above scope of work outside of the new wall systems.
4. District is responsible for locker modification in the area of the kiln room.
5. District to provide and install all low voltage wiring as required for clocks, internet, smart boards and phone systems. District is responsible for any additional phones required.

## **SCHEDULE B: ENERGY SAVINGS GUARANTEE**

**Definitions.** The following terms are defined for purposes of this Schedule as follows:

**Annual Guaranteed Savings** are the portion of the Total Guaranteed Savings guaranteed be achieved in any one year of the Guarantee Term, calculated and adjusted as set forth in this Schedule.

**Annual Savings** are the Measurable Savings that occur in any one-year of the Guarantee Term plus the Stipulated Savings deemed achieved for that year.

**Excess Savings** are the amount by which the Annual Savings exceed the Annual Guaranteed Savings in any one-year of the Guarantee term.

**Guarantee Term** is the term of this Energy Savings Guarantee. As provided in Section 3.3 of the Contract, the Guarantee Term shall commence with the Guarantee Commencement Date and continue for a period of twenty (20) years.

**Installation Period** means the period between the Commencement Date and the first day of the month following the Substantial Completion Date. For purpose of the annual reconciliation, savings achieved during the Installation Period shall be considered savings achieved during the first year of the Guarantee Term.

**Stipulated Savings** are the savings that have been agreed by the parties shall be deemed achieved on the Substantial Completion Date and are set forth on Exhibit 1 of this Schedule. GRP and the District agree that Stipulated Savings may include, but are not limited to, future equipment replacement or other operational costs avoided as a result of this Contract. District agrees and acknowledges that GRP shall not be responsible for the achievement of such Stipulated Savings, as the actual realization of those savings is not within GRP's control. District acknowledges that it has evaluated sufficient information to believe that the stipulated Savings shall occur. As a result, Stipulated Savings shall not be measured or monitored at any time during the Guarantee Term, but rather shall be deemed achieved on the Substantial Completion Date.

**Total Guaranteed Savings** are the amount of savings guaranteed that shall be achieved or deemed achieved during the Guarantee Term, calculated and adjusted as set forth in this Schedule.

**Total Savings** are the amount of savings actually achieved plus the Stipulated Savings, calculated and adjusted as set forth in this Schedule. Total Savings include all savings achieved during the Installation Period as well as Annual Guaranteed Savings during each year of the Guarantee Term.

2. **GUARANTEE.** GRP guarantees that the District shall save \$3,200,000 during the Guarantee Term, calculated and adjusted as set forth in the attached Utility Evaluation, Exhibit 2 to this Schedule. If the Annual Savings in any year of the Guarantee Term are less than the Annual Guaranteed Savings for that year, GRP shall pay or credit the District with the difference, as described in paragraph 5 of this Schedule. Such payment or credit shall be the sole and exclusive remedy of the District for any failure by GRP to achieved guaranteed savings under this Guaranteed Energy Savings Contract, including any alleged breach of any other express or implied warranty of savings.
3. **RECONCILIATION.** Within 60 days after the Substantial Completion Date, or earlier if otherwise specified in this Performance Contract, GRP shall calculate the savings achieved during the Installation Period and advise the District of the amount of such savings. The frequency and the methods of reconciliation to be used during the Guarantee Term have been approved by the District at the time that this Contract was executed and are defined in the Exhibits attached to this Schedule. Except by mutual agreement of the parties, no changes to the frequency or methods of reconciliation may be made during the Guarantee Term; but, if a utility providing energy to the District modifies its method of billing during the Guarantee Term, or if the District changes its utility suppliers or method of purchasing, GRP may, at is option, adjust the reconciliation methods to methods appropriate to the utility's revised method of billing.
4. **CHANGES IN USE.** The District agrees to notify GRP, within five (5) business days, of any actual or intended change, whether before or during the Guarantee Term, in the use of any facility to which this Schedule applies, or of any other condition arising before or during the Guarantee Term, that reasonably could be expected to change the amount of energy used at any facility to which this Schedule applies. Such a change or condition would include but is not limited to: changes in the primary use of any facility; changes to the hours of operation of any facility; changes or modifications to the Equipment or Services provided under this Guaranteed Energy Savings Contract; failure of the premises to meet local building codes; changes in utility suppliers, method of utility billing, or method of utility purchasing; improper maintenance of the Equipment or of any related equipment other than by GRP; change to the Equipment or to any facility required by changes to local building codes; or additions or deletions of energy-consuming equipment at any facility. Such a change or condition need not be identified in the Base Line or Benchmark in order to permit GRP to make an adjustment.

Upon receipt of such notice, or if GRP independently learns of any such change or condition, GRP shall calculate and send to the District a notice of adjustment to the Base Lien or Benchmark to reflect the impact of such change or condition, and the adjustment shall become effective upon approval by the District as of the date that the change or condition first arose. Should the District fail to provide GRP with notice of any such change or condition, GRP may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in



calculating the impact of such change or condition, and such estimates upon approval by the District shall be accepted.

5. **SAVINGS SHORTFALLS.** If the Annual Savings during a specific year of the Guarantee Term are less than the Annual Guaranteed Savings for that year, GRP will at the District's written election, pay the District the Shortfall amounts or upon the mutual agreement of the parties, GRP may also provide additional products or services, in the value of the shortfall, at no additional cost to the District. Where shortfalls have occurred, GRP reserves the right, subject to the approval of the District, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to the District that shall generate additional savings in future years of the Guarantee Term.

The following Exhibit is attached and made part of the schedule:

Exhibit 1: Stipulated Savings

Exhibit 2: Architectural Layout A-1

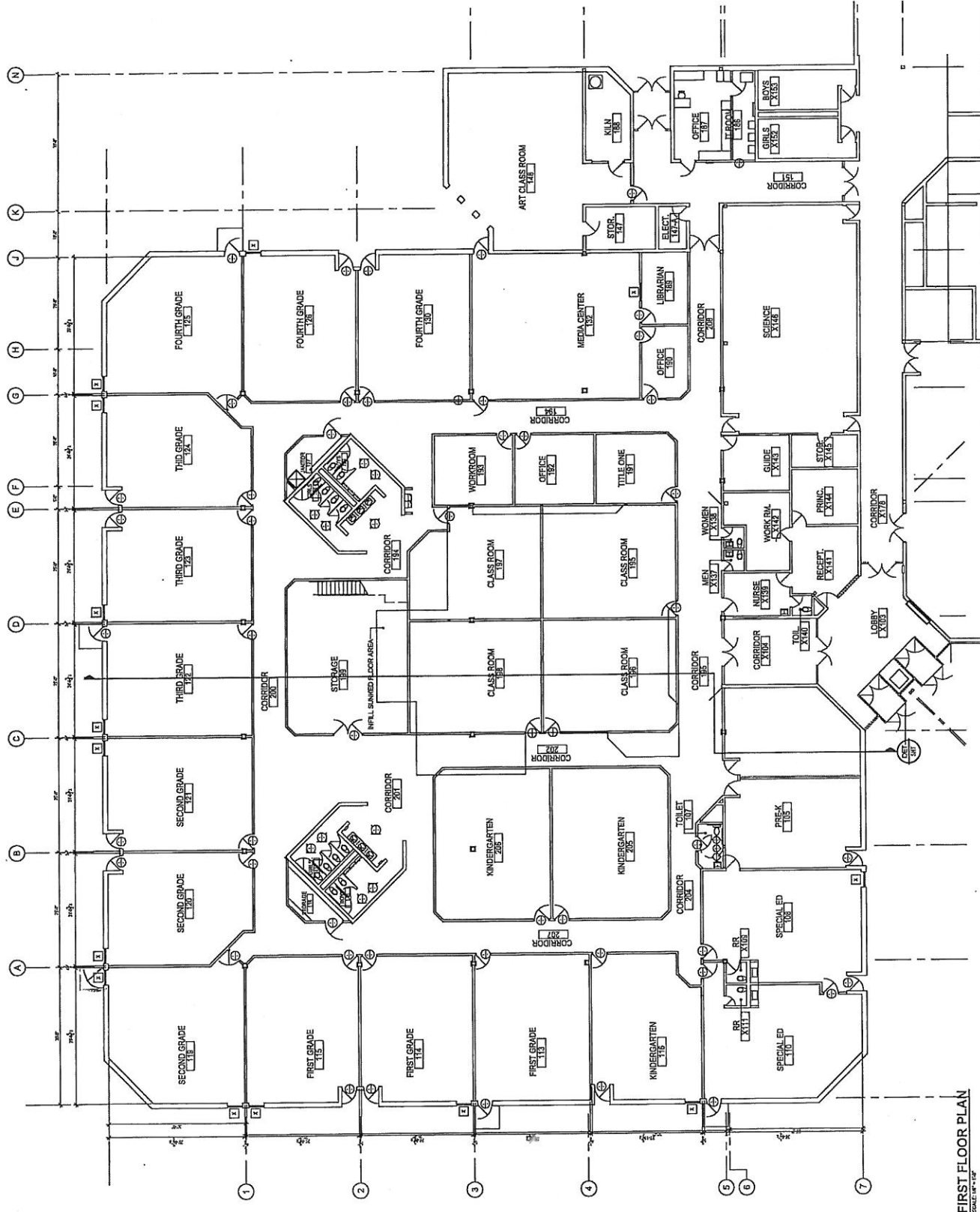
## **EXHIBIT 1: Stipulated Savings**

The savings identified below shall be Stipulated Savings (as defined above) under this Schedule. These savings are based on the verification approach prescribed for projects in which year over year savings are stipulated based on procedures for verifying that (1) baseline conditions have been defined; (2) the Work and equipment contracted to be installed have been installed; (3) installed Work and equipment, as completed at the end of construction, meets the requirements of the Contract in terms of quality; and (4) installed Work and equipment is operating and performing in accordance with the requirements of the Contract and the Contract Documents. This protocol is based on the guidelines for measurement and verification contained in the guidelines of the Federal Energy Management Program of the U.S. Department of Energy.

### Savings

1. The operational savings for parts, labor, material, and supplies for maintaining and replacing equipment as required by HLS Amendments and additional scope results in avoided costs of \$160,000/year of operational savings and \$3,200,000 over the term of the contract.
2. The energy and operational savings has been verified prior to contract acceptance and will be stipulated as cost savings going forward after the project has been accepted as being complete by the District.
3. The bases for the energy savings is the period from June 2013 to May 2014. The District presently purchases electricity from the City of Altamont and natural gas from Liberty Utilities during the above period of time.
4. The energy usage reduction outline in the savings exhibit utilizes the base year utility rates for the Elementary School at \$0.13/kWh and natural gas at market rates. Actual dollar savings may vary based on fluctuations in utility cost. Adjustments to the savings will be required based on the installation of air conditioning, ventilation increase and the operation of additional air conditioning at the Elementary School. Overall energy reduction in the area of heating, windows, lighting and controls will be partially offset by an increase in ventilation. The net utility expenditure, based on the combination of savings and increase in ventilation will be close to zero based on how the district operates the system during the summer.
5. It is the District's responsibility to maintain the existing and new equipment at its full efficiency so no adjustments to the energy savings will be required.
6. The base year utility usage:  
Elementary School:  
Electric Meter total usage of 802,880 KWH  
Gas Meter total usage of 17,830 Therms

Altamont Energy Cost Avoidance									
Lighting									
OPEN ED LIGHTING									
	SQ FT	QTY FIXTURES	FIXTURE WATTAGE	WATTS	WATTS/SQ FT	HRS/YEAR	\$/kwh	ANNUAL USAGE	COST
EXISTING	23000	254	116	29464	1.28	2000	0.13	58,928,000	\$ 7,660.64
NEW	23000				0.75	1700	0.13	29,325,000	\$ 3,812.25
Note: operation hours reduced because of the installation of motion detectors									
CAFÉ LIGHTING									
EXISTING	3700	32	116	3712	1.00	2000	0.13	7,424,000	\$ 965.12
NEW	3700				0.75	2000	0.13	5,550,000	\$ 721.50
Lighting Cost Avoidance									\$ 4,092.01
Gas savings									
	SQ FT.	THERMS	COST	EFFICIENCY	COST/SQ FT				
Entire BLDG	72000	17830	\$ 20,617	80%	\$ 0.29				
EXIST	32000	7924	\$ 9,163.11	80%	\$ 0.29				
NEW	32000	6604	\$ 7,635.93	96%	\$ 0.24				
Gas Cost Avoidance			\$ 1,527.19						
HVAC fan motor savings									
Existing fan motor HP									
	Supply Fan	Return Fan							
MZ-1	15	1.5							
MZ-2	15	1.5							
MZ-3	15	1.5							
MZ-4	15	1.5							
GYM	5	0							
	65	6	71 HP						
New fan motor HP									
Furnaces	20								
Gym RTU	5								
Café RTU	7.5								
	32.5								
Existing fan usage									
HP	%	hours/year	wattage	\$/KWH	cost				
71	60%	3120	99,152	0.13	\$	12,890			
New fan Usage									
HP	%	hours/year	wattage	\$/KWH	cost				
32.5	80%	3120	60,516	0.13	\$	7,867			
Fan Motor Cost Avoidance					\$	5,023			
Total Annual Energy Cost Avoidance					\$	10,642			



**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

ACTUAL NORTH	PROJECT NORTH
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
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## SCHEDULE C: COMPENSATION TO GRP

1. **CONTRACT SUM AND PAYMENT TERM.** The District shall make payments to GRP for Work performed, as well as payments for Services rendered pursuant to the Services Schedule.
  - (a) The Contract Sum to be paid by the District for the Work shall be a lump sum amount of Three Million Two Hundred Thousand Dollars (\$3,200,000). Progress payments (including payment for materials delivered to GRP and work performed on and off-site) shall be made to GRP.
  - (b) GRP's initial application for payment will include 30% mobilization and will be submitted within 10 days of commencement date. Subsequent payment applications shall be submitted monthly based on the value of labor and materials incorporated in the work and for materials stored at the site. GRP will develop a schedule of values and submit the schedule of values to the District for review. Progress payments shall be submitted on AIA standard documents to the District. Progress payments, less 5% retainage, shall be made no later than 30 days after submission. All applications for payment shall include certified payroll records in accordance with the Illinois Prevailing Wage Act.
  - (c) If application is made for material not installed in the work, but delivered and stored at the site, GRP shall submit a stored material log.
  - (d) Partial waivers of lien shall be provided for the prior month's application with the current application for payment submission.

Final payment, including retainage, constituting the entire unpaid balance for the Work, shall be made to GRP within 30 days after the Substantial Completion Date. Payments may be withheld on account of any breach of this Contract by GRP and claims by third parties (including GRP subcontractors and material suppliers), but only to the extent that written notice has been provided to GRP and GRP has failed, within ten days of the date of receipt of such notice, to provide adequate security to protect District from any loss, cost, or expense related to such claims.



**SCHEDULE D:     CONSTRUCTION AND INSTALLATION SCHEDULE**

GRP shall prepare and submit to the District a detailed progress schedule for the Work which shall be reasonably consistent with the anticipated completion date of October 15, 2015 after heating checkout. The schedule shall show GRP's anticipated plan for substantial completion date for occupancy of 8/15/2015 of the Work and in a format reasonably acceptable to the District. The progress schedule shall be attached to and incorporated by reference into this Schedule D upon its approval by District and GRP.

**SCHEDULE E:     REQUIRED STANDARDS OF COMFORT**

The HVAC equipment schedule as provided by the district is 6:30AM to 3:30PM Monday through Friday during the school year and reduced hours of operation on holidays and summer break. The temperatures during occupied heating periods will be maintained in the range of 70 to 72 degrees F. Inunoccupied periods the heating will be set back to 55 degrees F. The temperatures during occupied cooling periods will be maintained in the range of 74 to 76 degrees F. Inunoccupied periods the cooling will be set back to 82 degrees F or off completely.

**SCHEDULE F:     PROJECT CASH FLOW**

Year	Energy Savings	Operations, Maintenance, Future Capital Cost Avoidance
1	\$10,642	\$149,358
2	\$10,642	\$149,358
3	\$10,642	\$149,358
4	\$10,642	\$149,358
5	\$10,642	\$149,358
6	\$10,642	\$149,358
7	\$10,642	\$149,358
8	\$10,642	\$149,358
9	\$10,642	\$149,358
10	\$10,642	\$149,358
11	\$10,642	\$149,358
12	\$10,642	\$149,358
13	\$10,642	\$149,358
14	\$10,642	\$149,358
15	\$10,642	\$149,358
16	\$10,642	\$149,358
17	\$10,642	\$149,358
18	\$10,642	\$149,358
19	\$10,642	\$149,358
20	\$10,642	\$149,358
<b>Total</b>	<b>\$212,840     +</b>	<b>\$2,987,160 = \$3,200,000</b>