

GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

THIS AGREEMENT (herein sometimes “Agreement” and sometimes “Contract”), made this _____ day of December, 2016, by and between the Board of Education of Harvey School District No. 152, located in Cook County, Harvey, Illinois (hereinafter called the “District” or “Owner”) and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called “Contractor” or “ESG”).

WITNESSETH, That:

WHEREAS, Contractor has submitted to Owner a proposal for the construction and/or installation of energy related upgrades at facilities owned by Owner and located in Harvey, Cook County, Illinois (herein the “Facilities”); and

WHEREAS, Owner issued its Request for Proposals for Performance Contract for School Energy Conservation and Infrastructure Improvements on May 27, 2016 (the “RFP”) seeking proposals for a full range of energy services and energy-related capital improvements pursuant to 105 ILCS 5/19b, et seq. (herein, the “Act”);

WHEREAS, pursuant to the RFP, the Owner requested responses from respondents capable of implementing a comprehensive Facilities infrastructure replacement program and sustainability strategies that maximize the District’s funding sources;

WHEREAS, Owner wishes to accept Contractor’s proposal to perform the work described in Exhibit A Scope of Work (hereinafter the “Project”), and Owner and Contractor desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the “Contract Documents”:

- Exhibit A.1 - Phase 1 Scope of Work
- Exhibit B.1 - Phase 1 Energy Savings Guarantee and Measurement and Verification Plan
- Exhibit C - Opinion of Owner’s Counsel
- Exhibit D - State Specific Statutory Requirements
- Exhibit E.1 - Prevailing Wage Determination for Phase 1 Scope of Work
- Exhibit F - Project Approval by Licensed Engineer or Architect

The Contract Documents also shall include and incorporate the RFP and ESG's response thereto, along with any permissible change orders issued pursuant to this Agreement.

If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter hereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of all ECMs identified within ESG's response to the RFP, the cumulative Project guarantee as well as the total annual measurement, verification, and related support services associated with all ECMs.

2.1 Subsequent Project Phases. This Agreement shall apply specifically to and hereby authorizes and obligates Contractor to (i) perform that portion of the Project represented within Exhibit A.1 – Phase 1 Scope of Work and (ii) to provide the savings guarantee and attendant measurement and verification and related services represented within Exhibit B.1.

2.2 Issuance of Work Release for Subsequent Project Phases. In addition, the general terms and conditions of this Agreement shall apply to the entire Project, which shall be completed via a multi-phased approach. Subsequent phases of work associated with the Project will be performed pursuant to the terms and conditions of this Agreement except with respect to Sections 3.4, 3.5 and 5, and Exhibits A.1, B.1, E.1, and F.1, all attached hereto.

2.3 Subsequent Phases to be Initiated via Owner's Work Release(s). Subsequent phases of work necessary to complete the Project and to ensure Project compliance with the Act will be initiated via the Owner's issuance of a written Work Release(s) to Contractor, the general form of which will be mutually agreed upon by the parties prior to Owner's issuance thereof.

A subsequent Work Release(s) will identify a firm, fixed contract price for the associated phase of work, will include terms applicable to the guaranteed savings associated with said phase of work, and will attach and incorporate exhibits that identify, as applicable to the relevant phase of work: (i) the scope of work, (ii) an energy savings guarantee and measurement and verification plan, (iii) the support services agreement, and (iv) an updated, if necessary, prevailing wage scale/determination.

2.4 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Phase 1 Scope of Work. Owner acknowledges that ESG is not a financial

advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this project.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits and licenses which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one year following Owner's acceptance or beneficial use of each ECM, acceptance of a particular facility or phase of work, whichever comes first. Owner shall give Contractor written notice of all defective work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment,

which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Project, Contractor shall obtain all approvals of the installation of the Measures constituting the Project.

3.3 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, its Board Members, the agents, officers, employees, and representatives of Owner (herein the "Indemnified Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Contractor, any subcontractor, or the agents, employees, or representatives of Contractor or any subcontractor, including any injury (including death) sustained by or any damage to the property of, any person; provided however, that Contractor shall not be responsible for any injury (including death), damage, or loss (including reasonable attorneys fees and expenses) that is caused by the sole negligence of an Indemnified Party, nor shall Contractor be held responsible for the concurrent negligence of an Indemnified Party.

Contractor agrees to indemnify, save and hold Owner, its successors and assigns, and any assignee of Contractor, harmless from the payment of any sum of money whatsoever (including reasonable attorneys fees and expenses) on account of any laborer's, mechanic's, materialmen's or any other lien against Owner's property related to Contractor's performance of the Project, unless the lien is caused by some fault of Owner or some person or entity acting on Owner's behalf.

Owner shall indemnify, defend and hold harmless Contractor, and the agents, officers, shareholders, directors, and employees of Contractor and any assignee of Contractor (herein the "Indemnified Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorneys fees and expenses) which is caused by the sole negligence of an Indemnified Party, nor shall Owner be held responsible for the concurrent negligence of an Indemnified Party.

As a condition precedent to the duties to indemnify, defend and/or hold harmless (collectively “Indemnification”) established in this contract, the indemnified party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor’s expense, and must allow the indemnitor to settle the matter at its expense.

3.4 Bonds. Before entering upon the performance of this Agreement, Contractor shall execute for the benefit of Owner, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Owner. Each bond shall be in an amount equal to the Phase 1 Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of phase 1 of the Project that is defective to and including the date of Owner’s Final Acceptance of phase 1 of the Project. The Payment Bond shall be a guarantee for the payment for labor, materials and equipment furnished for use in the performance of Contractor’s obligations with respect to phase 1 of the Project. The Performance and Payment Bond will cease effective the date of Owner’s Final Acceptance of phase 1 of the Project. Effective immediately after, a Maintenance Bond will be provided for the one-year period commencing on the date of Owner’s Final Acceptance of phase 1 of the Project in the amount of 10% of the Phase 1 Contract Price. The surety that executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Phase 1 Energy Savings Guarantee, as set forth in Exhibit B.1 Phase 1 Energy Savings Guarantee and Measurement and Verification Plan, or any related provisions.

3.5 Phase 1 Guaranteed Savings. Phase 1 of the Project will result in Energy Savings in the total amount of \$1,304,695 and Operational Savings in the total amount of \$400,731, as outlined in Exhibit B.1 – Phase 1 Energy Savings Guarantee and Measurement and Verification Plan, beginning on the first ___ year following Final Acceptance of phase 1 of the Project (herein the “Phase

1 Guaranteed Savings”). Contractor represents and warrants that term of the Project Guarantee, 20 years from Owner’s Final Acceptance of all Measures, is less than the average life expectancy of the Measures.

If Owner does not achieve actual energy savings equal to or greater than the Phase 1 Guaranteed Savings then Contractor hereby agrees to annually reimburse Owner the difference between the annual guaranteed energy savings in the amount indicated on Table A – Guaranteed Savings in Exhibit B.1 – Phase 1 Energy Savings Guarantee and Measurement and Verification Plan and the actual annual energy savings realized by Owner in that year, as calculated in accordance with Exhibit B.1 – Phase 1 Energy Savings Guarantee and Measurement and Verification Plan. The Phase 1 Energy Savings Guarantee shall extend for a twenty (20) year period following Owner’s Final Acceptance of phase 1 of the Project. The parties agree that Exhibit B.1 – Phase 1 Energy Savings Guarantee and Measurement and Verification Plan shall control the rights and responsibilities of each party with respect to the Phase 1 Energy Savings Guarantee. In the event of any conflict between this Section 3.5 and Exhibit B.1, Exhibit B.1 shall control.

It is agreed that the Contractor’s obligation to deliver the operational savings described in Table A of Exhibit B.1 will be fully satisfied upon Owner’s Final Acceptance of phase 1 of the Project based on the documentation and data approved by Owner and included herein. Contractor represents and warrants the requirements set forth in Exhibit D, State Law Requirements, will be met.

3.6 Total Project Guaranteed Savings. Contractor guarantees that the Project’s total energy or operational cost savings, or both, will meet or exceed within 20 years from the date of Final Acceptance of phase 1 of the Project, the total costs of the Project’s ECMs. Contractor will reimburse the Owner for any shortfall of guaranteed energy savings projected by Contractor for each of the Project’s phases of work.

3.7 Limitation of Liability. The total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Agreement, shall not exceed the Phase 1 Contract Price. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE

DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST.

3.8 Insurance.

3.8.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.8; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that (a) Owner is an additional insured on Contractor's public liability and automobile liability policies and (b) such insurance coverage is in effect and will not be canceled until the insurer endeavors to provide at least thirty (30) prior written notice to Owner, unless the cancellation is due to nonpayment of premium, in which event the insurer will endeavor to provide ten (10) days prior written notice to the Owner. In the event that subcontractors are not covered by Contractor's policies of insurance, each subcontractor shall secure policies of insurance which meet the requirements of this Section 3.8.

3.8.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent mandated by applicable state law, on all of Contractor's employees engaged in the Project;

(B) Public Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than

One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

(C) Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

(D) Umbrella. A \$5,000,000 general liability umbrella policy to provide for the same coverages as provided above.

4. All Risk Insurance. Prior to Contractor's commencement of performance, Owner shall provide Contractor a certificate of insurance evidencing that Owner has in place an "All Risk" insurance policy on all its Facilities that will provide coverage for all installed Measures. The certificate of insurance provided by Owner shall specify that such insurance coverages shall not be cancelled until the insurer endeavors to provide at least thirty (30) days prior written notice to Contractor, unless the cancellation is due to non-payment of premium, in which event the insurer will endeavor to provide ten (10) days prior written notice to the Contractor. If any of the Measures are damaged or destroyed after they are installed to Owner's Facilities, but prior to Final Acceptance of the last phase of the Project, the proceeds of such insurance shall be provided to Contractor, and Contractor shall repair or replace such equipment, materials or Measures. If the proceeds of such insurance are insufficient to fully pay Contractor for its costs incurred to repair or replace such equipment, materials, or Measures, Owner shall promptly pay to Contractor such shortfall.

In addition, if any of the Measures are damaged or destroyed within 20 years of Final Acceptance of the first phase of the Project, Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures.

Owner agrees to maintain in full force and effect the All Risk policy during the entire term of this Agreement.

4.1. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor shall transfer to Owner upon installation of such equipment and materials to Owner's Facilities. Title to a Measure shall vest with Owner upon installation and payment to Contractor. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

Owner shall be responsible for operating and maintaining all Measures that are installed. Owner shall also be responsible for any real or personal property taxes related to the Measures.

4.2 Waiver of Subrogation. Owner and Contractor hereby release each other and each other's employees, agents, and subcontractors from any and all liability for any loss of or damage or injury to person or property arising during the Project by reason of fire or other casualty or any other risk or cause which is or which is required to be insured against under this Agreement, regardless of cause, including the negligence of Owner or Contractor and their respective employees, agents, and subcontractors, and agree that all insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other party. Because the provisions of this paragraph are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurer or any other person, each party to this Agreement shall give to each insurance company which has issued to it one or more policies of insurance required by this Agreement notice of the provisions of this paragraph and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this paragraph.

5. Phase 1 Contract Price and Payments.

5.1 Phase 1 Contract Price. In consideration of Contractor's performance of the work necessary for the completion of phase 1 of the Project, Owner shall pay Contractor the sum of Nine Million Nine Hundred Nine Thousand Eight Hundred and Fifty Three Dollars and Eighty Eight Cents Dollars (\$999,853.88) (herein the "Phase 1 Contract Price"), in accordance with the provisions of this Section 5.

5.2 Applications for Payment. Payment of the Phase 1 Contract Price shall be made in monthly installments based upon Contractor's progress in completing the installation of phase 1 of the Project, except that Contractor shall be paid an initial payment with respect to the Phase 1 Contract Price in the amount of ____% of the Phase 1 Contract Price, the request for which shall be submitted to Owner upon the execution and delivery of this Agreement. With respect to monthly progress payments, Contractor shall submit to Owner each month, an application for payment on a form mutually agreeable to Contractor and Owner. Owner shall pay or cause to be paid invoice for such payments within 30 days of receipt. For payments not timely made, interest shall accrue at 10% per annum, or the highest rate allowed by law, whichever is less.

5.3 Final Payment. Any sums due and owing in respect of the Phase 1 Contract Price shall be payable to Contractor within 10 calendar days after the date Owner gives written notice of its Final Acceptance of phase 1 of the Project.

6. Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a facility, or a particular phase of work is complete, it shall notify Owner that such ECM, facility, or phase of work is ready for inspection and acceptance (or that the project is at "Substantial Completion"). Within thirty (30) days following such Substantial Completion notification, Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, facility, or phase of work, as the case may be, is free from defects and that the installation of the ECM, facility, or phase of work, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, facility, or phase of work, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, facility, or phase of work, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List by a date 30 days following Owner's submission of the Punch List (herein the "Completion Date"), Owner shall have the right to order Contractor to stop any further work in respect of the particular ECM, facility, or the entire Project, as the case may be, and Owner shall be entitled to complete the Punch List. In such event, Contractor shall be responsible for

all costs incurred by Owner in completing the Punch List and Owner shall have the right to deduct all costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the applicable contract price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 10 days following Owner's demand therefor.

Owner will give Contractor prompt written notice of acceptance of a particular ECM, Measure, or phase of work, as the case may be, in the form of Schedule 1 (herein the "Final Acceptance"), when the following conditions have been met:

6.1 Contractor shall have completed the applicable Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;

6.2 Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with a particular ECM or phase of work have been paid; and

6.3 Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the Punch List, the date of Final Acceptance shall be extended to the date upon which the Project is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

7. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor, and shall be subject to Contractor's orders and supervision.

8. Inspection; Defective Work. Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Owner. It shall, within forty-eight hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

9. Termination.

9.1 Owner's Right to Terminate. Should Contractor fail to perform any material term or condition of the Contract Documents, Owner shall be at liberty, after 30 days written notice to Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the work to be done under this Contract, to use all materials of Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract until the work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by Owner in finishing the work, such excess shall be paid by Owner to Contractor, but if such expense shall exceed such unpaid balance, Contractor shall pay the excess to Owner. The expenses incurred by Owner as herein provided, either for the furnishing of materials or for finishing the work, and any damage incurred through such fault of Contractor shall be certified by Owner, and payment shall be made upon such certification.

9.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after 30 days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop work. If Contractor elects to stop work, Contractor shall not be required to recommence work until such time as Owner has completely remedied its breach.

10. Delays. Should Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

11. Contractor to Furnish Required Statements. Contractor shall provide all statements, affidavits, waivers, and other instruments required by state or federal law or regulation or by local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same. In addition, Contractor represents, warrants and certifies the following to be true and correct as of the execution date of this Agreement:

11.1 Contractor is and shall remain in compliance with all local, state and federal laws, ordinances, and regulations relating to the Agreements. Further, Contractor is and shall remain in compliance with all Owner policies and rules.

11.2 Contractor represents that is has taken all action necessary for the approval and execution of this proposal, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of the Agreement which shall constitute valid, binding obligations of Contractor.

11.3 Contractor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all work and perform all obligations under the Agreement.

11.4 Contractor warrants that all work will be technically accurate and correct.

11.5 Contractor is not barred from entering into this Agreement by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a public contract by a Contractor who has been convicted of bid-rigging or bid-rotating.

11.6 Contractor certifies that Contractor will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.), including provision of providing notifications, imposing sanction, providing assistance with counseling, and complying will other requirements of said Act.

11.7 Contractor certifies that it will abide by all requirement of the Illinois Criminal Code, including but not limited to Section 33E-9, in relation to change orders which shall increase or decrease the contract cost by \$10,000.00 or more or the time of completion by thirty (30) days or more.

11.8 Contractor acknowledges and agrees that the School District may declare the Agreement void if any of Contractor's certifications herein are false.

12. Project Requirements for Sexual Harassment, Non-Discrimination, Prevailing Wages, and Background Checks. Since this Contract involves the construction, alteration, or repair of a public building or public work, Contractor agrees:

12.1 The Contractor acknowledges that the contract is subject to and governed by the rules and regulation of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that the Contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/-101 *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *American with Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. Contractor shall be required to comply with the provisions of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, to the extent they are applicable under the law. Contractor agrees that it will not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status; and

further agrees that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative actions to rectify any such underutilization;

12.2 Contractor agrees to comply with and acknowledges that this Agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). The Contractor shall ensure that any subcontractors shall comply with the Illinois Prevailing Wage Act. It shall be mandatory upon the Contractor and upon any subcontractors to pay all laborers, workers, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of worker or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes. The prevailing wages for each phase of work pursuant to the Project shall be updated and included as an exhibit to a subsequent Work Release(s), as necessary.

To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Contractor of the Owner or by any employee of the Contractor or a subcontractor performing work, the Contractor or the particular subcontractor and Contractor shall be responsible for indemnifying and holding the Owner free and harmless from all costs incurred, directly and indirectly, by the Contractor or the Owner in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. Those amounts may be withheld from the payments to be made on the Contractor's work.

The Contractor and each subcontractor shall (1) make and keep, for a period not less than three years, records of all laborers, mechanics, and other workers employed by them on the Project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Owner. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor and/or subcontractor which avers that; (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) the Contractor and/or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. Any Contractor and/or subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Section and the Prevailing Wage Act. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. Upon two business day's notice, the Contractor and each subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Owner, its officers and agents, and to the Director of Labor and the Director's deputies and agents. Upon two business days' notice, the Contractor and each subcontractor shall make such records available at all reasonable hours at a location within Illinois.

12.3 Contractor shall conduct, at its own cost and expense, criminal background checks of all of its employees, volunteers, or others who may interact with the Owners students. Contractor shall not allow anyone to work at the Owner's property whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into questions such individuals fitness to work with or in the proximity of children.

13. Miscellaneous Provisions.

13.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

13.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as indicated on the following page:

If to Owner: Dr. Sonya Whitaker, Superintendent
Harvey School District No.152
16001 S. Lincoln Avenue
Harvey, IL 60426

If to Contractor: Gregory F. Collins, President
Energy Systems Group LLC
4655 Rosebud Lane
Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Dennis Perrey, Vice President, Finance & Administration
Energy Systems Group, LLC
4655 Rosebud Lane
Newburgh, IN 47630
(812) 492-3726
dperrey@energysystemsgroup.com

13.3. Claims for Damages. Any claims by either party hereto for bodily injury or damage to personal property caused by any act or omission of the other party hereto or by any of such party's employees or agents or others for whose acts it is legally liable shall be made in writing to such other party within a reasonable time after the occurrence or first knowledge of such injury or damage.

13.4. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the Equipment without first obtaining the other party's written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

13.5. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be

construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

13.6. Remedies Cumulative. Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity. Upon the occurrence of a default, hereunder, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, and (ii) recover damage for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement.

13.7. Tests. If the Contract Documents or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the work, Contractor shall give Owner timely notice of Contractor's readiness for such inspection, testing, or approval and of the date thereof so that Owner may be present to observe such inspection, testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to Owner.

13.8. Hazardous Materials. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all work that may require contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. Including without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

13.9. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

13.10. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

13.11. Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

[the remainder of this page is left intentionally blank; signature page to follow]

DRAFT

13.12. Authority to Execute Contract. This Contract is executed by Owner pursuant to a resolution of Owner duly adopted at its regular meeting called and held on the ____ day of December, 2016.

HARVEY SCHOOL DISTRICT NO. 152

By _____
Mrs. Gloria Johnson

Its _____
Board President

ATTEST:

By _____

Its _____

ENERGY SYSTEMS GROUP, LLC

By _____
Gregory F. Collins

Its _____
President

ATTEST:

By _____

Its _____

DRAFT

SCHEDULE 1

ACCEPTANCE CERTIFICATE OR FINAL ACCEPTANCE CERTIFICATE

(This is a sample form and will be modified, completed and signed after installation of an ECM, facility, completion of a particular phase, or the completion of the entire Project, as the case may be)

Energy Systems Group, LLC
4655 Rosebud Lane
Newburgh, IN 47630

Re: Guaranteed Energy Savings Performance Contract, dated as of December ____, 2016 (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Harvey School District No. 152 (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECMs), facility (or facilities), or phase of work, as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of _____ (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECMs), facility, or phase of work, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECMs), facility, or phase of work, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Sincerely,

HARVEY SCHOOL DISTRICT NO. 152

By: _____

Its: _____

Date: _____

EXHIBIT A.1 PHASE 1 SCOPE OF WORK

ECM 1

Lighting Upgrade: Upgrade existing interior and install occupancy sensors.

Interior lighting scope:

- a) Upgrade older magnetic and standard electronic ballasts and 32W lamps with LED RKT Series retrofit kits.
- b) Provide all necessary removal of ceiling systems, electrical wiring, functional testing, ceiling installation and training.
- c) All detailed retrofitted fixtures are summarized in the following tables

Lighting controls (occupancy sensors) scope

- a) Provide ceiling mounted and wall switch occupancy sensors in areas with high occupant diversity.
- b) Provide all necessary low voltage wiring, sensor calibration, functional testing and training.
- c) All sensor installations are summarized in the following tables

ECM 2

Lighting Upgrade: Upgrade existing exterior lighting systems

Exterior lighting scope:

- a) Convert pole mounted, wall pack and canopy fixtures to Light Emitting Diode (LED) fixtures.
- b) Provide all necessary low voltage wiring, sensor calibration, functional testing and training.
- c) All detailed retrofitted fixtures are summarized in the following tables

EXHIBIT B.1

PHASE 1 ENERGY SAVINGS GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN

EXHIBIT B

HARVEY PUBLIC SCHOOL DISTRICT 152 ENERGY SAVINGS GUARANTEE AND M&V PLAN

1.0 PROJECT INFORMATION

ESCO Name: Energy Systems Group, LLC

Contact Person for M&V: Mario Zotta

Street Address: 2443 Warrenville Road, Suite 620, Lisle, IL 60532

Phone: (630) 332-9289 **E-mail:** mzotta@energysystemsgroup.com

Name of Customer: Harvey Public School District 152

Address of Customer: 16001 Lincoln Avenue, Harvey, Illinois 60426

Contact Person for CUSTOMER: Dr. Sonya Whitaker

Phone: (708) 333-0300 **Fax:** (708) 333-0349

E-mail: superintendent@harvey152.org

Buildings Types(s): Educational

2.0 M&V PLAN OVERVIEW

Measurement and Verification (M&V) strategies in energy performance contracts allow the parties to verify the achievement of utility cost savings guaranteed in the contract. Properly applied M&V accurately assesses energy savings, allocates risks to the appropriate parties, reduces uncertainties to reasonable levels, monitors equipment performance, discovers and identifies additional savings opportunities, improves operations and maintenance, verifies that the cost savings guarantee is met, and allows for future adjustments as needed.

This M&V plan is prepared by **Energy Systems Group, LLC** ("ESG") for the **Harvey Public School District 152** ("CUSTOMER" or "Owner") to establish the methodologies to measure savings for energy conservation measures (or "ECMs") covered in the project, or associated phase of the project. This M&V plan specifies the approach to verify utility savings associated with the project, provides utility savings calculation documents, and describes the methodology, measurement, and monitoring format of actual utility savings.

3.0 DEFINITIONS

When used in this Phase 1 Performance Guarantee and Measurement, Verification, and Support Services Plan (herein, this "Guarantee," "Performance Guarantee," or this "Plan"), the following capitalized words shall have the meanings ascribed to them below.

Terms defined within the parties' December ____, 2016 Guaranteed Energy Savings Performance Contract ("Performance Contract" or "Agreement") shall have the same or similar meaning when used herein; provided, however, that a conflict between the terms of the Performance Contract and this Exhibit B.1 shall be resolved with respect to this Exhibit B.1 by giving precedence to terms defined within this Section 3.0. Furthermore, for purposes of this Exhibit B.1, the term "Project" shall apply and pertain solely to the Performance Contract, upon which this Performance Guarantee is based.

"Acceptance of Installation" means an authorized representative of the CUSTOMER has inspected and accepted that ESG installed Energy Conservation Measures are operational and comply with contract performance requirements and specifications. The CUSTOMER's acceptance shall not relieve ESG from responsibility for continued compliance with contract requirements during the contract term. The Acceptance of Installation shall occur after Substantial Completion.

"Approval" means the CUSTOMER has completed review of submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined that the documents conform to contract requirements. The CUSTOMER's approval shall not relieve ESG from responsibility for complying with contract requirements.

"Baseline Period" is defined as the twelve month period beginning June 2010 and ending May 2011 for electricity.

"Energy Baseline" shall be the energy consumption and costs prior to the installation of the Energy Conservation Measures at the Facilities. The baseline will consist of all Baseline Period energy bills applicable to the meters in the Project. It may also consist of any estimated usage for non-metered energy consumption.

"Energy Conservation Measure" or "ECM" is defined as the installation of new equipment/facilities; modification and/or alteration of existing equipment/facilities or rate structures or revised operations; and maintenance procedures intended to reduce energy consumption of facilities/energy systems, improve equipment efficiency, or provide equipment that complies with existing standards.

"Energy and Operational Savings" is the sum of the Energy Savings and Operational Savings as defined herein. It is the sum of measurable reductions in both Energy Costs and Operational Costs.

"Energy Costs" shall mean charges for fuel adjustments, base services, transmission, tariffs, and distributions. The Energy Costs will normally be derived or imputed from the facility's utility bills. This method allows for updating savings calculations with changing rate schedules. In the event of a utility rate decrease, the utility rate(s) used to assign dollar cost will not drop below that of the escalated Baseline Period.

"Facilities" shall mean those buildings and equipment from which the utility and operational cost savings will be realized. The term shall be read consistently with the same term as it was defined within the parties' Performance Contract.

"Final Acceptance Date" shall mean the date all of the ECMs or Measures comprising the Project (as defined in the Agreement) have been delivered, installed, and accepted by the CUSTOMER. Such date shall be marked by the Owner's execution and delivery to ESG of its written Final Acceptance of the Project in a form substantially similar to Schedule 1.1 of the Performance Contract.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the Final Acceptance Date and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First (1st) Guarantee Year and ending on the last day of the Term.

"Guarantee Year" is defined as each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of Energy and Operational Cost Savings.

"Installation Period" is from the date of award to Substantial Completion.

"Operational Costs" shall include the costs associated with operating and maintaining the Facilities. Examples include the cost of inside and outside labor to repair and maintain systems and equipment, the cost of replacement parts, the cost of deferred maintenance, and the cost of new capital equipment.

"Term" shall be twenty (20) years.

"Total Guarantee Year Savings" is defined as the amount of Energy and Operational Savings realized by Facilities in each Guarantee Year as a result of the Work.

3.1 **Term and Termination**

The Term of this Guarantee shall commence on the first day of the first month following the date of Final Acceptance of the Work installed pursuant to this Agreement, unless terminated earlier as provided for herein.

4.0 **SAVINGS GUARANTEE**

- 4.1 **Guarantee.** ESG guarantees to the CUSTOMER that the Facilities will realize in each Guarantee Year Energy and Operational Savings collectively equal to the amounts shown on Table A in Section 4.5. If there is a shortfall of the Energy Savings in any year, ESG shall pay an amount equal to the shortfall to CUSTOMER. CUSTOMER shall provide ESG with access and a reasonable opportunity to identify and remedy the cause of the shortfall.

4.2 Guarantee Report. ESG will provide a one-time Energy Services Guarantee Report 90 days after Final Acceptance of the Project. The Guarantee Report shall include field measurements of the pre and post water consumption as indicated in Section 6.2. The summary of annual utility savings and the detailed engineering calculations included at the end of this Exhibit shall be included in the Guarantee Report. Data and calculations utilized by ESG in the preparation of its Guarantee Report are based on engineering calculations for the various items. The calculations will be made available to the CUSTOMER, along with such explanations and clarifications as the CUSTOMER may reasonably request.

4.2.1 Operational and Maintenance Savings. The Operational Savings for this Project are determined by applying either industry standard values for parts replacement costs and/or actual materials replacement costs, service agreement or contracted labor costs as documented and provided by the CUSTOMER. The Operational Savings and calculations are agreed to and accepted by ESG and the CUSTOMER as shown below. Operational Savings will begin to accrue on the date of completion and acceptance of each ECM. All Operational Savings will be escalated at 4.6% based on 20 year average inflation rate in the construction industry, per RS Means construction index.

School Lighting Retrofit Operating and Maintenance Cost Savings

Harvey SD 152
Whittier Elementary School

Outdoor LED Maintenance Savings

Material & Labor

Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
New LED Fixture	47	3,000	50,000	2.8	\$250.00	\$705.00	1.50	\$787.50	\$1,462.50	16.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,462.50	\$1,462.50	\$1,462.50	\$1,462.50	\$7,312.50
Existing Lamps	47	3,000	15,000	9.4	\$25.00	\$235.00	1.50	\$287.50	\$522.50	0.00	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	\$10,450.00
Annual Cost Avoidance											-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	-\$522.50	\$940.00	\$940.00	\$940.00	\$940.00	-\$3,137.50
Total Savings																															-\$3,137.50
Annual Maintenance Savings																															-\$156.88

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour

Lamp Maintenance Savings with LED Retrofit

Material & Labor

Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
LED Lamps	1,593	2,000	84,000	37.9	\$1.25	\$47.42	0.20	\$54.42	\$101.83	42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Existing Lamps	1,593	2,000	20,000	159.3	\$1.00	\$159.32	0.20	\$166.32	\$325.63		\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$325.63	\$6,512.60
Annual Cost Avoidance											-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$325.63	-\$6,512.60
Total Savings																															-\$6,512.60
Annual Maintenance Savings																															-\$325.63
Annual Maintenance Savings with Occ Sensors																															-\$407.04

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Lamp life is extended due to new ballasts
Savings assume occupancy sensors are utilized

Ballast Maintenance Savings

Material & Labor

Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year 4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs					
No Ballast with LED Fixtures	531	2,000	50,000	21.2	\$35.00	\$743.47	0.75	\$769.72	\$1,513.19	25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Existing Ballast	531	2,000	40,000	26.6	\$30.00	\$796.58	0.75	\$822.83	\$1,619.40		\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$1,619.40	\$32,388.00					
Annual Cost Avoidance											-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$1,619.40	-\$32,388.00
Assumptions:																						Total Savings		\$32,388.00												
																						Annual Maintenance Savings		\$1,619.40												
																						Annual Maintenance Savings with Occ Sensors		\$2,024.25												

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Savings assume occupancy sensors are utilized

Harvey SD 152
Brooks Middle School

Outdoor LED Maintenance Savings

Material & Labor																																					
Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs						
New Fixture	14	3,000	50,000	0.8	\$250.00	\$210.00	1.50	\$262.50	\$172.50	16.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$472.50	\$472.50	\$472.50	\$472.50	\$2,362.50						
Existing Lamps	14	3,000	15,000	2.8	\$25.00	\$70.00	1.50	\$122.50	\$192.50	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.50	\$192.50	\$192.50	\$192.50	\$3,850.00						
Annual Cost Avoidance											-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$192.50	-\$1,487.50
																								Total Savings		-\$1,487.50											
																								Annual Maintenance Savings		-\$74.38											

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour

Lamp Maintenance Savings with LED retrofit

Material & Labor																																				
Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs					
											\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LED Lamps	2,234	2,000	84,000	33.2	\$1.25	\$66.50	0.20	\$73.00	\$140.00	<2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Existing Lamps	2,234	2,000	20,000	223.4	\$1.00	\$223.44	0.20	\$230.44	\$453.88		\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$453.88	\$9,077.60				
Annual Cost Avoidance											-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$453.88	-\$9,077.60
Total Savings																										-\$9,077.60										
Annual Maintenance Savings																										-\$453.88										
Annual Maintenance Savings with Occ Sensors																										-\$567.35										

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Lamp life is extended due to new ballasts
Savings assume occupancy sensors are utilized

Ballast Maintenance Savings

Material & Labor																																				
Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs					
No Ballast with LED Fixtures	1,120	2,000	50,000	44.8	\$35.00	\$1,568.07	0.75	\$1,594.32	\$3,162.39	25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Existing Ballast	1,120	2,000	40,000	56.0	\$30.00	\$1,680.08	0.75	\$1,706.33	\$3,386.40		\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$3,386.40	\$67,728.00					
Annual Cost Avoidance											-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$3,386.40	-\$67,728.00
Total Savings																										-\$67,728.00										
Annual Maintenance Savings																										-\$3,386.40										
Annual Maintenance Savings with Occ Sensors																										-\$4,233.00										
Assumptions:																																				

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Savings assume occupancy sensors are utilized

Harvey SD 152
Bryant Elementary School

Outdoor LED Maintenance Savings

Material & Labor

Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
New Fixture	49	3,000	50,000	2.9	\$250.00	\$735.00	1.50	\$787.50	\$1,522.50	16.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,522.50	\$1,522.50	\$1,522.50	\$1,522.50	\$1,522.50	\$7,612.50
Existing Lamps	49	3,000	15,000	9.8	\$25.00	\$245.00	1.50	\$297.50	\$542.50	0.00	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$10,850.00
Annual Cost Avoidance											-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$542.50	-\$3,237.50
Total Savings																															-\$3,237.50
Annual Maintenance Savings																															-\$161.88

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour

Lamp Maintenance Savings with LED retrofit

Material & Labor

Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
LED Lamps	1,659	2,000	84,000	39.5	\$1.25	\$49.37	0.20	\$56.37	\$105.73	42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Existing Lamps	1,659	2,000	20,000	165.9	\$1.00	\$165.87	0.20	\$172.87	\$338.74		\$38.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$338.74	\$6,774.80
Annual Cost Avoidance											-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$338.74	-\$6,774.80
Total Savings																															-\$6,774.80
Annual Maintenance Savings																															-\$338.74
Annual Maintenance Savings with Occ Sensors																															-\$423.43

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Lamp life is extended due to new ballasts
Savings assume occupancy sensors are utilized

Ballast Maintenance Savings

Material & Labor

Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
No Ballast with LED Fixtures	553	2,000	50,000	22.1	\$35.00	\$774.06	0.75	\$800.31	\$1,574.37	25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Existing Ballast	553	2,000	40,000	27.6	\$30.00	\$829.35	0.75	\$855.60	\$1,684.95		\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$1,684.95	\$33,699.00
Annual Cost Avoidance											-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$1,684.95	-\$33,699.00
Total Savings																															-\$33,699.00
Annual Maintenance Savings																															-\$1,684.95
Annual Maintenance Savings with Occ Sensors																															-\$2,106.19

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Savings assume occupancy sensors are utilized

Harvey SD 152
Holmes Elementary School

Outdoor LED Maintenance Savings

Material & Labor

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Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour

Lamp Maintenance Savings with LED retrofit

Material & Labor

Material & Labor																															
Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year 4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
LED Lamps	1,075	2,000	84,000	25.6	\$1.25	\$32.01	0.20	\$39.01	\$71.01	42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Existing Lamps	1,075	2,000	20,000	107.5	\$1.00	\$107.54	0.20	\$114.54	\$222.08		\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$222.08	\$4,441.60
Annual Cost Avoidance											-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$222.08	-\$4,441.60
Total Savings																									\$4,441.60						
Annual Maintenance Savings																									-\$222.08						
Annual Maintenance Savings with Occ Sensors																									-\$277.60						

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Lamp life is extended due to new ballasts
Savings assume occupancy sensors are utilized

Ballast Maintenance Savings

Material & Labor

Material & Labor																															
Proposed Description	Existing Quantity	Average Operating Hours	Unit Life	Annual Replacement Quantity	Cost per Unit	Annual Material Avoidance	Hours to Replace Labor	Annual Labor Costs	Annual MaintCost	Years of No Replace	Total Annual Maint Costs Year 1	Total Annual Maint Costs Year 2	Total Annual Maint Costs Year 3	Total Annual Maint Costs Year4	Total Annual Maint Costs Year 5	Total Annual Maint Costs Year 6	Total Annual Maint Costs Year 7	Total Annual Maint Costs Year 8	Total Annual Maint Costs Year 9	Total Annual Maint Costs Year 10	Total Annual Maint Costs Year 11	Total Annual Maint Costs Year 12	Total Annual Maint Costs Year 13	Total Annual Maint Costs Year 14	Total Annual Maint Costs Year 15	Total Annual Maint Costs Year 16	Total Annual Maint Costs Year 17	Total Annual Maint Costs Year 18	Total Annual Maint Costs Year 19	Total Annual Maint Costs Year 20	Total Maint Costs
New Ballast	538	2,000	50,000	21.5	\$35.00	\$752.78	0.75	\$779.03	\$1,531.81	25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Existing Ballast	538	2,000	40,000	26.9	\$30.00	\$806.55	0.75	\$832.80	\$1,639.35		\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$1,639.35	\$32,787.00
Annual Cost Avoidance											-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$1,639.35	-\$32,787.00
Total Savings																													\$32,787.00		
Annual Maintenance Savings																													-\$1,639.35		
Annual Maintenance Savings with Occ Sensors																													-\$2,049.19		

Assumptions:
Labor rates based on a fully load rate of \$35.00 per hour
Savings assume occupancy sensors are utilized

School	Total Year 1 Annual Operational & Maintenance Savings
Whittier Elementary School	\$2,588
Bryant Elementary School	\$2,691
Brooks Middle School	\$4,875
Holmes Elementary School	\$2,486
Total	\$12,641

4.3 Additional Savings. ESG may identify other Energy and Operational Savings opportunities during the construction period or during any Guarantee Year. Additional Energy and Operational Savings that can be demonstrated as a result of ESG efforts that result in no additional costs to the CUSTOMER beyond the costs identified in this Agreement will be added to the guaranteed savings in Energy and Operational Costs shown on Table A below.

4.4 Savings Prior to Final Acceptance Date. All Energy and Operational Savings realized by the CUSTOMER that result from activities undertaken by ESG prior to Final Acceptance Date, including any utility rebates or other incentives earned as a direct result of the installed energy conservation measures provided by ESG, will be applied toward all savings shortfalls before payment is made. Energy savings that are achieved by the upgrades and modifications in the Agreement prior to completion of the entire retrofit project (or construction savings) will be added to the first year actual energy savings amount.

ESG and the CUSTOMER also agree that if the actual annual utility savings amount exceeds the savings guarantee amount, such excess utility savings amounts will be added to the savings for any future year before calculating the savings amount.

4.5 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the amount identified and determined as set forth in Section 6 – Table A. Utility savings that are achieved by the upgrades and modifications in the Agreement prior to completion of the entire retrofit project (or construction savings) will be added to the first year actual utility savings amount. ESG and the Customer also agree that if the actual annual utility savings amount exceeds the utility guarantee amount, such excess utility savings amounts will be added to the savings for any future year before calculating the savings amount.

ESG guarantees that the Work will result in the following sum of Total Guaranteed Year Savings over the Term. The annual electric savings will escalate 5.7% per year based on the Consumer Price Index (CPI) for electricity as published by the US Department of Labor. The annual maintenance and long term Operational Savings are escalated at 4.6% annually based on 20 year average inflation rate in the construction industry, per RS Means construction index.

Table A - Guaranteed Savings

Year	Annual Energy Savings	Annual Operational & Maintenance Savings	Total Annual Savings
1	\$36,627	\$12,641	\$49,268
2	\$38,715	\$13,222	\$51,937
3	\$40,922	\$13,830	\$54,752
4	\$43,254	\$14,466	\$57,721
5	\$45,720	\$15,132	\$60,851
6	\$48,326	\$15,828	\$64,154
7	\$51,080	\$16,556	\$67,636
8	\$53,992	\$17,318	\$71,309
9	\$57,069	\$18,114	\$75,184
10	\$60,322	\$18,947	\$79,270
11	\$63,761	\$19,819	\$83,580
12	\$67,395	\$20,731	\$88,126
13	\$71,236	\$21,684	\$92,921
14	\$75,297	\$22,682	\$97,979
15	\$79,589	\$23,725	\$103,314
16	\$84,125	\$24,817	\$108,942
17	\$88,921	\$25,958	\$114,879
18	\$93,989	\$27,152	\$121,141
19	\$99,346	\$28,401	\$127,748
20	\$105,009	\$29,708	\$134,717
Total	\$1,304,695	\$400,731	\$1,705,426

Note: Annual utility savings guarantee is by total dollars saved, not by utility type or fuel type or option.

5.0 M&V APPROACH SUMMARY

Under this Agreement, savings are verified by engineering calculations that are agreed upon between the CUSTOMER and ESG, and were determined with consideration of the characteristics of the specific ECMs, equipment specifications, acceptable accuracy, and reasonable cost. The actual utility savings will vary based on a number of factors. These factors include:

- ☒ Load on the System (occupancy and installed equipment)

- ☒ Hours of Operation

Verification of Savings includes verifying that:

- ☒ Baseline conditions are properly defined
- ☒ Appropriate calculations and assumptions are utilized
- ☒ Equipment and/or systems contracted to be installed have been installed
- ☒ Installed equipment/systems meet specifications
- ☒ Installed equipment is operating and fully functional
- ☒ Installed equipment continues to operate as planned throughout the term of the contract

5.1 Unit Utility Costs

The Unit utility costs are based on billing data provided by the school district and used in the calculations.

Electric Rate: \$0.0987/kWh

Note: Unit utility costs for contract term years 2-20 shall escalate per Section 5.2 below.

5.2 ECM Savings Table

The hours of operation utilized to calculate the Guarantee are as shown in each ECM utility savings calculation. These hours are provided by the CUSTOMER or obtained through prior engineering analysis performed.

The following table summarizes each ECM, with the associated year one utility savings. This table shows the ECM savings for year one. Savings are agreed to escalate at 5.7% annually based on the CPI for electricity as published by the US Department of Labor.

School	Annual Utility Savings				Total Annual Year 1 Utility Savings
	Electricity Savings (\$)	kWh savings	Gas Savings (\$)	Therm Savings	
Whittier Elementary School	\$10,407	105,459	\$0	0	\$10,407
Bryant Elementary School	\$9,269	93,932	\$0	0	\$9,269
Brooks Middle School	\$9,825	99,560	\$0	0	\$9,825
Holmes Elementary School	\$7,127	72,222	\$0	0	\$7,127
Total	\$36,627	371,173	\$0	0	\$36,627

6 ECM SPECIFIC M&V PLAN

6.1 Overview of ECM and M&V Plan

6.1.1 Scope of work

ESG has listed each of the energy conservation measures (ECMs) listed in Exhibit A – Scope of Work.

6.1.2 Intent of M&V Plan

This M&V Plan is prepared by ESG for the CUSTOMER to help both parties agree on the methodologies to justify savings for energy conservation measures (ECMs) requiring M&V in the project. This M&V Plan specifies the approaches to defining the performance conditions that are currently in place, and those required once the ECMs are completed.

6.1.3 Post—Installation M&V Activities

The post-installation measurement of water usage for this project will be completed during the construction process. ESG shall provide one-time pre- and post-installation measurements of the installed equipment/systems to ensure they meet specifications and that installed equipment is operating and fully functional. The following indicates the measurement plan:

- Provide one-time pre- and post-installation measurement of lighting fixtures kW of a sample of roughly 10% of total lighting fixtures replaced. Measurement shall verify the accuracy of the manufacturer's fixtures kW rating.

6.3 Cost of M&V Activities

The cost for any post construction M&V project Guarantee Reporting and related support services by ESG pursuant to this M & V Plan shall be considered incorporated within and a part of the Contract Price, identified in Section 5.2 of the Performance Contract.

6.4 Operational and Maintenance Savings

The Operational Savings for this Project are calculated in accordance with Section 4.2.1 to an acceptable degree of certainty, and have been agreed upon by ESG and accepted by the CUSTOMER subject only to the requirement that ESG properly install the ECMs. Customer has elected not to pay ESG to perform additional post-installation services to verify these savings and thus ESG is not required to take additional steps to verify the agreed savings except for the CUSTOMER's special request. See Section 4.2.1 of this Exhibit B for detail calculations.

6.5 Energy Savings Calculations and Dollar Value for Energy Savings

This information has been outlined in Section 4 of this document titled M&V Approach Summary. Details of each calculation are included at the end of this section.

7.0 DOCUMENTATION FOR SECTION 179D TAX DEDUCTION

As a result of ESG's implementation of the Work associated with this Project, certain annual federal income tax deductions under Section 179D of the Internal Revenue Code may be available to ESG

as the party primarily responsible for designing the energy efficient improvements to the Owner's Facilities.

The Owner agrees to cooperate with ESG by executing annually, if necessary, a written allocation and declaration required by Section 179D related to the Measures, or property, placed in service under the parties' Agreement during each applicable calendar year.

ESG will prepare, and is responsible for the accuracy of, the declaration and all accompanying documentation for the Owner's signature. ESG alone will be designated the party primarily responsible for designing the energy efficient commercial building property and thus the party to whom the Section 179D deduction is allocated.

8.0 ASSIGNMENT OF ENVIRONMENTAL ATTRIBUTES

As a result of the implementation of this Project, certain Environmental Attributes may be available, either now or in the future. This section specifies the process whereby the CUSTOMER will assign such Environmental Attributes to ESG.

"Environmental Attributes" means any and all credits, deductions, benefits, emission reductions, incentives, offsets, and allowances, howsoever entitled, attributable to and arising from the implementation of this Project, whether such Environmental Attributes now exist or are developed in the future. Environmental Attributes include but are not limited to: (1) Any avoided emissions of pollutants to the air, soil, or water; (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs); (3) Section 45 credits; (4) green tags; (5) renewable energy credits; and (6) The reporting rights to these avoided emissions such as White Tag Reporting Rights. Environmental Attributes also include any energy, capacity, reliability, or other energy reduction attributes that result from the implementation of this Project.

All Environmental Attributes arising from the implementation of this Project shall be owned by ESG. CUSTOMER agrees to execute all required documentation to assign all Environmental Attributes to ESG. If any filings are required with the Internal Revenue Service or some other governmental entity to obtain the benefits of the Environmental Attributes, the CUSTOMER hereby instructs ESG to prepare and file such documents.

9.0 DISPUTE RESOLUTION

The M&V plan has been reviewed and accepted by **CUSTOMER**. It is the primary document for the M&V process. If a dispute arises under this M&V agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. If not settled by negotiation, this M&V plan will be referred to as the means to solve related disputes.

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DRAFT

Agreed to by **Harvey Public School District 152 and Energy Systems Group** this ____ day of December, 2016.

HARVEY PUBLIC SCHOOL DISTRICT 152

ENERGY SYSTEMS GROUP, LLC

By _____

Dr. Sonya Whitaker

Its Superintendent

By _____

Greg Collins

Its President

Utility Savings Calculations:

To be inserted

DRAFT

DRAFT

EXHIBIT C

OPINION OF OWNER'S COUNSEL (TO BE TYPED ON COUNSEL'S LETTERHEAD)

Energy Systems Group, LLC
And Its Assignee
4655 Rosebud Lane
Newburgh, IN 47630

Ladies and Gentlemen:

I am counsel for the Harvey School District No. 152 ("Owner"). In order to render this opinion I have reviewed the Guaranteed Energy Savings Performance Contract (the "Agreement"), dated as of December ____, 2016, between Owner and Energy Systems Group, LLC ("Contractor"), and other documents and instruments related to the Agreement or otherwise necessary to render this opinion, as well as all proceedings taken by Owner in connection with the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Based upon the foregoing it is my opinion that:

1. Owner is a duly organized and validly existing political subdivision of the State of Illinois and is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and related regulations and rulings.
2. Owner has the power and authority to execute and perform the Agreement and to purchase ECMs from Contractor thereunder.
3. The Agreement and related instruments and documents:
 - (a) Have been duly authorized by appropriate resolutions;
 - (b) Do not contravene and will not violate or result in a default under any charter, certificate of incorporation, by-laws, indenture, or any other agreement or instrument by which Owner or its property is bound or to which Owner is a party;
 - (c) The Agreement has been duly executed by the duly authorized officers of Owner, and do and will constitute the legal, valid, and binding obligations of Owner enforceable against Owner in accordance with their respective terms.
4. No approval or consent is required from any governmental authority with respect to the entering into or performance by Owner of the Agreement and the transactions contemplated thereby or if any such approval is required it has been duly obtained.
5. No litigation or other proceedings are pending or, to the best of my knowledge, threatened against Owner which would adversely affect Owner's legal title to the ECMs or, if decided adversely to Owner, would materially affect its financial condition.

This opinion is for the benefit of the addressee and any Assignee, and you and such Assignee and any counsel engaged by you or such Assignee shall be entitled to rely hereupon, including such counsel's reliance hereupon in giving its opinion addressed to other persons.

Very truly yours,

EXHIBIT D

STATE SPECIFIC STATUTORY REQUIREMENTS FOR ILLINOIS SCHOOL DISTRICTS AND AREA VOCATIONAL CENTERS

The Owner and the Contractor agree that the following statutory requirements shall be applicable to this Agreement:

1. 105 Illinois Compiled Statutes 5/19b regarding guaranteed energy savings contracts shall apply to this Agreement.
2. The Contractor represents and warrants (i) that the Project constitutes the installation of one or more “energy conservation measure” as defined in 105 Illinois Compiled Statutes 5/19b-1.1, and (ii) that this Agreement is a “guaranteed energy savings contract” as defined in 105 Illinois Compiled Statutes 5/19b-1.2. The Contractor further represents and warrants that it is a “qualified provider” as defined in 105 Illinois Compiled Statutes 5/19b-1.3.
3. Pursuant to 105 Illinois Compiled Statutes 5/19b-1.2, all payments to be made by Owner under this Agreement, except obligations on termination of the Agreement before its expiration, are to be made over time and that the savings specified in this Agreement are guaranteed to the extent necessary to pay the costs of the energy conservation measures.
4. The Owner has made the necessary findings to support this Agreement as is required by 105 Illinois Compiled Statutes 5/19b-3.
5. Pursuant to 105 Illinois Compiled Statutes 5/19b-4, the Contractor guarantees to the Owner that either the energy or operational costs savings, or both, will meet or exceed within twenty years the costs of the energy conservation measures. The Contractor further guarantees that it will reimburse the Owner for any shortfall of guaranteed energy savings specified in the Agreement.

EXHIBIT E.1

PREVAILING WAGE DETERMINATION FOR PHASE 1 SCOPE OF WORK

Prevailing wages required pursuant to this Contract shall be those rates promulgated by the Illinois Department of Labor, effective July 2015, for Cook County, Illinois, online at: <<https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COOK9999.htm>>. The rates are reprinted for ease of reference below. Explanations pertaining to wage classifications are available via the link above.

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	---	---	---	39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC	---	---	---	36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER	---	---	---	47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON	---	---	---	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER	---	---	---	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON	---	---	---	43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER	---	---	---	36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.	---	---	---	40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP	---	---	---	46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN	---	---	---	37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN	---	---	---	47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN	---	---	---	45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR	---	---	---	50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	---	---	---	37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER	---	---	---	40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR	---	---	---	48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	---	---	---	44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER	---	---	---	39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER	---	---	---	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST	---	---	---	45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS	---	---	---	32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON	---	---	---	43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I	---	---	---	29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II	---	---	---	34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT	---	---	---	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER	---	---	---	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	---	---	---	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER	---	---	---	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	---	---	---	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	---	---	---	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	---	---	---	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	---	---	---	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	---	---	---	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER	---	---	---	45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER	---	---	---	41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS	---	---	---	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	---	---	---	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER	---	---	---	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTER	---	---	---	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER	---	---	---	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	---	---	---	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	---	---	---	42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER	---	---	---	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	---	---	---	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	---	---	---	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	---	---	---	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER	---	---	---	---	---	---	---	---	---	---	---	---
TERRAZZO FINISHER	---	---	---	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	---	---	---	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	---	---	---	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	---	---	---	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	---	---	---	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150
TRUCK DRIVER	---	---	---	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	---	---	---	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	---	---	---	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	---	---	---	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	---	---	---	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	---	---	---	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	---	---	---	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	---	---	---	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

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**EXHIBIT F.1
PROJECT APPROVAL BY LICENSED ENGINEER OR ARCHITECT**

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