

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2020-0242

**Innoprise Contract #:** C20-0085

**Year:** 2020

**Amount:** \$554,685.00

**Department:** Public Works/Building Maintenance

**Contract Type:** Design-Build Master

**Contractors Name:** Control Technology & Solutions (CTS Group)

**Contract Description:** Design-Build Energy Performance Contracting-Phase IV  
Sportsplex RTU-4 soccer arena



**Lynda Bay-Briggs**  
Project Accountant  
[lbay@ctsgroup.com](mailto:lbay@ctsgroup.com)  
D 636.686.9841

July 9, 2020

Mr. Denise Domalewski  
Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

Dear Ms. Domalewski:

Enclosed is a copy of our executed contract, Performance & Payment bonds and a current certificate of insurance for the Village of Orland Park – Phase IV project. Also enclosed is our Pay Application #1 dated 6/30/20 in the amount of \$55,468.50.

We look forward to working with the Village of Orland Park. If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Lynda Bay-Briggs'.

Lynda Bay-Briggs  
Project Accountant

Enclosures





# Letter of Transmittal

USPS TRACKING #  
& CUSTOMER  
RECEIPT

**9114 9014 9645 1412 2458 20**  
For Tracking or inquiries go to USPS.com  
or call 1-800-222-1811.

Date: June 19, 2020

To: Conral Technology & Solutions  
Attn: Lynda Bay  
16647 Chesterfield Grove Road, Suite 200  
Chesterfield, MO 63005  
E: lboy@ctsgroup.com  
D: 636.686.9841 | O: 636.230.0843 |  
F: 636.280.5886

From: Denise Domalewski  
Purchasing & Contract Administrator  
Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
P: 708-403-6173 | F: 708-403-9212  
E: ddomalewski@orlandpark.org

Dear Ms. Bay,

Enclosed are two (2) copies of the Sportsplex HVAC agreement for 2020. This is a follow up to the scanned copy that was emailed to Michele James on June 17, 2020. Please sign and return a fully executed copy to my attention at the above address at your earliest convenience.

You may contact me at the above number or email.

Regards,

Denise Domalewski

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**CTS  
AGREEMENT**

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CUSTOMER NAME:  
DATE OF SUBMISSION:

Village of Orland Park – Phase IV  
June 5, 2020

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**Note Regarding Modifications Made to this Agreement:** Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

## ARTICLE 1

### GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated June 5, 2020 (the "Effective Date") by and between Control Technology & Solutions ("CTS"), a Missouri Corporation, with a principal place of business at 16647 Chesterfield Grove Rd., Suite 200, Chesterfield, MO 63005, and Village of Orland Park ("CUSTOMER") with a principal place of business at 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 (collectively the "Parties").

1.2 **EXTENT OF AGREEMENT:** This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and CTS and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and CTS. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CTS to fulfill CTS's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than CTS.

1.4 The Project is the total construction of which the Work performed by CTS under this Agreement may be the whole or a part.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

## ARTICLE 2

### CTS'S RESPONSIBILITIES

#### 2.1 CTS Services

2.1.1 CTS shall be responsible for construction of the Project.

2.1.2 CTS will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

#### 2.2 Responsibilities with Respect to the Work

2.2.1 CTS will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

2.2.2 CTS shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If CTS damages property not needed for the Work, CTS shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, CTS shall remove waste material supplied by CTS under this Agreement as well as all its tools, construction equipment, machinery and surplus material. CTS shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, CTS shall not be responsible for disposal of toxic or hazardous materials

removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

**2.2.3** CTS shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that CTS shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

**2.2.4** CTS shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that CTS shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with CTS, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of CTS for the elimination or abatement of any such health or safety hazards at the site of the work.

## **2.3 Patent Indemnity**

**2.3.1** CTS shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by CTS, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by CTS hereunder; 2. CUSTOMER gives CTS immediate notice in writing of any such suit and permits CTS, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives CTS all needed information, assistance and authority, at CTS's expense, to enable CTS to defend such suit.

**2.3.2** If such a suit has occurred, or in CTS's opinion is likely to occur, CTS may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

**2.3.3** In the case of a final award of damages in any such suit, CTS will pay such award. CTS shall not, however, be responsible for any settlement made without its written consent.

**2.3.4** This article states CTS's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by CTS hereunder. In no event shall CTS be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

## **2.4 Warranties and Completion**

**2.4.1** CTS warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. CTS hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by CTS or with CTS's written permission, and provided that after delivery such equipment or materials have not been subjected by non-CTS personnel to accident, neglect, misuse, or use in violation of any instructions supplied by CTS. CTS's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at CTS's option and at CTS's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of CTS for any breach of any warranty related to the equipment and materials furnished by CTS pursuant to this Agreement.

**2.4.2** In addition to the warranty set forth in Section 2.4.1 above, CTS shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by CTS and

provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

2.4.3 The warranties set forth herein are exclusive, and CTS expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability with respect to equipment and materials provided hereunder. This waiver shall not waive the warranty of fitness for a particular purpose.

2.4.3 The warranties set forth herein are exclusive, and CTS expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. CTS shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 CTS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CTS, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

## **2.5 Hazardous Materials**

2.5.1 CTS and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, CTS shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. CTS shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.

2.5.4 If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes those tests to be done by CTS and agrees to pay CTS for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide CTS with documentation demonstrating, to CTS's reasonable satisfaction, that: (1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator; (2) the areas where the Contract Work is to be performed is paint free; and/or (3) the areas where the Contract Work is to be performed were built after 1977.

## **ARTICLE 3**

### **CUSTOMER'S RESPONSIBILITIES**

3.1 CUSTOMER shall provide CTS full information regarding the requirements for the Work.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

3.3 CUSTOMER shall furnish to CTS all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to CTS and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.



**3.6** The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and CTS shall be entitled to rely upon the accuracy and the completeness thereof.

**3.7** Prior to the commencement of the Work and at such future times as CTS shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to CTS that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, CTS is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, CTS may stop work upon fifteen (15) days notice to CUSTOMER. The failure of CTS to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of CTS's right to request or insist that such evidence be provided at a later date.

CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where CTS will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify CTS of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by CTS or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond CTS's reasonable control and CTS shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense.

To the fullest extent allowed by law, customer shall indemnify and hold CTS harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides CTS advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. This indemnification shall survive termination of this agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless CTS from claims and costs resulting from the negligent use by CTS of any hazardous substance brought to the site by CTS (and customer acknowledges that CTS may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).

**3.9** In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on CTS's net income.

**3.10** CTS shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

#### **ARTICLE 4**

##### **SUBCONTRACTS**

**4.1** At its exclusive option, CTS may subcontract some or all of the Work.

**4.2** A Subcontractor is a person or entity who has a direct contract with CTS to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

**4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. CTS shall be responsible for the management of its Subcontractors in their performance of their Work.

**4.4** CUSTOMER shall not hire any of CTS's Subcontractors without the prior written approval of CTS.

4.5 CTS shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing and applicable to the performance of CTS for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) CTS shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to CTS or Subcontractor.

4.5.1 This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires CTS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All contractors and Subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. CTS and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, CTS and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by CTS and Subcontractor for a period of not less than three (3) years. CTS and Subcontractor shall submit a monthly certified payroll to the Customer consisting of the above-referenced information as well as a statement signed by CTS or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) CTS or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

4.5.2 Neither CTS nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. CTS shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CTS and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the Agreement.

## ARTICLE 5

### INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.

5.2 If CTS is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond CTS's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse CTS for all additional costs resulting therefrom.

5.3 CTS shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and CTS (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by CTS identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than twenty-one (21) days after delivery of the same by CTS, unless CUSTOMER provides CTS with a written statement identifying specific material performance deficiencies that it wishes CTS to correct. CTS will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by CTS pursuant to the Installation Schedule.

## ARTICLE 6

### PRICE AND PAYMENT

#### 6.1 Price

6.1.1 The price for the Work is five hundred fifty four thousand, six hundred eighty-five dollars (\$554,685.00), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle CTS to an equitable adjustment in the price and schedule.

6.1.3 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.4 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.5 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, CTS shall be entitled to add such premium or overtime pay to the Contract Price, plus CTS's overhead and profit at a rate of 15%.

6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests CTS to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus CTS's overhead and profit at a rate of 15%, shall be added to the Contract Price.

#### 6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to CTS the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made in accordance with the provisions of the Illinois Local Government Prompt Payment Act.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate set forth in the Illinois Local Government Prompt Payment Act. In the event that Customer failed to pay CTS any sums due, Customer shall pay CTS all attorney's fees incurred by CTS in collecting amounts owed to CTS under this Agreement. If a progress payment is not paid by the due date, CTS reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of CTS' costs of shutdown, delay and startup and, in such event, CTS will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. CTS reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

## ARTICLE 7

## **CHANGES IN THE PROJECT**

7.1 A Change Order is a written order signed by CUSTOMER and CTS authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request CTS to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if CTS submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse CTS for any and all costs incurred in preparing the proposal.

7.3 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Customer or its designee finding that the change was not reasonably foreseeable at the time the Agreement was signed, the change is germane to the Agreement or the change is in the best interest of the Customer.

### **7.4 Claims for Concealed or Unknown Conditions**

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include CTS's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.5 If CTS wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by CTS before proceeding to execute the Work, except in an emergency endangering life or property, in which case CTS shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and CTS cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

### **7.6 Emergencies**

In any emergency affecting the safety of persons or property, CTS shall act, at its commercially reasonable discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by CTS on account of emergency work shall be determined as provided in Section 7.4.

### **7.7 Minor Changes**

CTS shall, without CUSTOMER's approval, have the authority to make minor changes in the Work resulting in equal or better products and/or workmanship so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

## **ARTICLE 8**

## **INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY**

### **8.1 Indemnity**

**8.1.1** CTS agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under CTS's negligent actions or omissions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, CTS's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained as a result of the CUSTOMER's (or its agent's) acts or omissions.

**8.1.2** CUSTOMER shall indemnify and hold harmless CTS and CTS's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

**8.1.3** CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and CTS and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to CTS.

### **8.2 Contractor's Liability Insurance**

**8.2.1** CTS shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from CTS's operations under this Agreement.

**8.2.2** The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

**8.2.3** CTS's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

(a)

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

**STATUTORY** coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors

**\$500,000 – Each Accident \$500,000 – Policy Limit**  
**\$500,000 – Each Employee**  
**Waiver of Subrogation in favor of the Village of Orland Park**

### **AUTOMOBILE LIABILITY**

**\$1,000,000 – Combined Single Limit**  
**Additional Insured Endorsement in favor of the Village of Orland Park**

### **GENERAL LIABILITY (Occurrence basis)**

**\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit**  
**\$1,000,000 – Personal & Advertising Injury**  
**\$2,000,000 – Products/Completed Operations Aggregate**  
**Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park**

## **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

**\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate**

**EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation**

**8.2.4** CTS shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

### **8.3. CUSTOMER's Liability Insurance**

**8.3.1** CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

### **8.4 Insurance to Protect Project**

**8.4.1** CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to CTS for the length of time to complete the Project. This insurance shall include as named additional insureds CTS and CTS's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, CTS and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

**8.4.1.1** If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and CTS and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of CTS and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

**8.4.2** CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and CTS against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and CTS, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and CTS shall be determined by mutual agreement and separate limits of coverage fixed for each item.

**8.4.3** CUSTOMER shall provide Certificate(s) of Insurance to CTS before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. CTS will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

### **8.5 Property Insurance Loss Adjustment**

**8.5.1** Upon the occurrence of an insured loss to the Work during the course of the Work, monies received as a result of any insurance claim shall be used to pay for the repair and/or reconstruction of the Work so long as it is practically and economically reasonable to do so, to the extent necessary to restore it to its pre-loss condition. CTS shall be entitled to a change order to repair or replace any Work that was damaged as a result of any insured loss.

### **8.6 Waiver of Subrogation**

**8.6.1** CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and CTS as trustees. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

**8.6.2** CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

**8.6.3** CUSTOMER waives subrogation against CTS, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

**8.6.4** If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

**8.7. Limitation of Liability**

**8.7.1** In no event shall either party be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. Each party waives claims against the other party for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by each party for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

**ARTICLE 9**

**TERMINATION OF THE AGREEMENT**

**9.1** If CTS defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to CTS. If CTS, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If CTS has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to CTS, but if the expense exceeds the unpaid balance, CTS shall pay the difference to CUSTOMER. CUSTOMER, for its convenience, may terminate this Contract with thirty (30) days prior written notice and payment to CTS any amounts due for work/materials supplied up to the date of termination, for costs incurred by CTS for materials, tools, construction equipment and machinery, and reasonable overhead and profit for the Project.

**9.2** If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, CTS may give written notice to CUSTOMER of CTS's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, CTS may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

**ARTICLE 10**

**ASSIGNMENT**

**10.1** Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that CTS may assign to another party the right to receive payments due under this Agreement. CTS may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

**ARTICLE 11**

## MISCELLANEOUS PROVISIONS

**11.1** The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

**11.2 Confidentiality.** As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by CTS that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis;
- (d) is approved for release in writing by an authorized representative of the disclosing party;
- (e) is disclosed in response to a Freedom of Information Act request.

Customer shall provide CTS with reasonably prompt notice of any documents requested pursuant to a Freedom of Information Act request.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

**11.3** If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

**11.4** Risk of loss for all equipment and materials provided by CTS hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from CTS or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to CTS, whichever occurs later.

**11.5** Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To CTS:  
CTS  
Attention: Scott Ririe  
16647 Chesterfield Grove Road  
Suite 200  
Chesterfield, Missouri 63005



To CUSTOMER:  
Village of Orland Park  
Attention: Denise Domalewski, Purchasing & Contract Administrator  
14700 S. Ravinia Avenue  
Orland Park, IL 60462\_\_\_\_\_

**11.6 Waiver.** CTS's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

**11.7** If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

**11.8 Performance/Payment Bond.** CTS shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

**11.9** This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

**11.10 Ambiguities.** The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

**11.11 Headings.** The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

**11.12 Authority to Enter into this Contract.** The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

**11.13 CUSTOMER Representations.** To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

**ARTICLE 13**  
**ALLOCATION OF SECTION 179D DEDUCTION  
TO DESIGNER**

**13.1** CUSTOMER acknowledges and represents that the project site where CTS's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to CTS any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that CTS is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's commercial building property, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by CTS to ensure that CTS receives the Section 179D deduction.

**ARTICLE 14**  
**SUBSEQUENT PHASES OF WORK**

**14.1** Additions and modifications to this Agreement may be made upon the mutual agreement of both parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

**APPROVALS:**

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

**Control Technology & Solutions**

By C Scott Ririe  
Name C SCOTT RIRIE  
Title VP Midwest  
Date 06-23-2020

**Village of Orland Park**

By [Signature]  
Name George Koczvara  
Title Village Manager  
Date 6-15-20

## ATTACHMENT A

### SCOPE OF WORK

CTS has completed the initial design services and solicited pricing from contracting trades for the projects included within the Scope of Work below.

CTS will provide final As-Built drawings and facilitate all Occupancy Permits which require stamped documents by an engineer or architect registered in State of Illinois.

The Scope of Work will be installed in a neat and workmanlike manner in accordance with local codes and ASHRAE standards.

#### **General Requirements:**

CTS will meet the Village intention to have a complete turnkey installation. The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee. As-built drawings and O&M manuals will be prepared and submitted before final payment. CTS will provide Owner Training on systems installed.

#### **Sportsplex (RTU-4 Replacement)**

CTS will upgrade the existing system that serves the soccer arena area. This unit is currently communicating on the BAS network. The new unit will also be tied into the BAS system. The unit has reached the end of its service life and requires replacement

Scope of Services to include the following:

- ✓ RTU-4 Replacement: Tonnage shall be 90 tons.
- ✓ Install insulated external return ductwork and provide duct stands to support duct run from end of unit to exterior wall of soccer area.
- ✓ New unit will require a curb adaptor for return air section.
- ✓ Provide masonry wall cutting and lintel in north wall for new return duct access to soccer field.
- ✓ Infill CMU openings above ceiling on wall in hallway between soccer arena and front office.
- ✓ Terminates return ductwork with louver on inside of soccer field.
- ✓ Infill openings above ceiling with drywall for return duct air tie-in and provide opening for return air from unit to soffit.
- ✓ Associated RTU-4 Controls
  - Communications wiring from RTU to BAS & associated graphics/programming.
  - Replace space sensors with upgraded sensors to include humidity, carbon dioxide & space temperature options. Some of these sensors may be relocated for optimal functionality.
- ✓ Disconnect power to RTU-4.
- ✓ Remove power wiring in existing conduit to RTU-4
- ✓ Furnish and install wiring rated for the new electrical requirements of RTU-4.
- ✓ Furnish and install new disconnect per manufacturer's requirements for new RTU.
- ✓ Extend existing 2-1/2" conduit to new RTU-4 power location as needed for a complete installation.
- ✓ Provide start-up and warranty 1-year parts and labor.

**ATTACHMENT B**  
**INSTALLATION SCHEDULE**

CTS will provide to the Village of Orland Park a Construction Implementation Schedule. The Project Team will mobilize in 2020. Our preliminary construction schedule includes a final completion and customer acceptance by December 31<sup>st</sup>, 2020 for all the Facility Improvement Measures (FIM's).

Project completion date is contingent upon many factors including but not limited to:

- Timely decisions on the part of the Village.
- Timely delivery schedules
- Season change over from cooling to heating season

A detailed project schedule will be completed by the CTS Project Manager in collaboration with the Village.

**ATTACHMENT C**

**PAYMENT SCHEDULE**

1. The following is the payment schedule for the project.

**Construction of the Project**

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

**ATTACHMENT D**  
**ENERGY GUARANTEE**

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**1. DEFINITIONS**

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

**"Baseline Period"** is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

**"Baseline Usage or Demand"** the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

**"Energy and Operational Cost Avoidance Guarantee Practices"** are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.

**"Energy Costs"** may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

**"ECM"** the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

**"Facilities"** shall mean those buildings where the energy and operational cost savings will be realized.

**"F.E.M.P."** shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines are based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

**"Financing Document"** refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

**"Final Project Acceptance"** refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

**"First Guarantee Year"** is defined as the period beginning on the first (1<sup>st</sup>) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1<sup>st</sup>) anniversary thereof.

**"Guarantee Period"** is defined as the period beginning on the first (1<sup>st</sup>) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

**"Guarantee Year"** is defined as the First Guarantee Year and 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 avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

**"I.P.M.V.P."** International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This

document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"**Measurement and Verification Plan**" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"**Operational Costs**" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"**Option A**" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"**Option B**" is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

"**Option C**" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

"**Option D**" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

"**Retrofit**" is the work provided by CTS as defined by the "ECMs".

"**Savings**" is defined as avoided, defrayed, or reallocated costs.

"**Term**" shall have the meaning as defined in Section 2 hereof.

"**Total Guarantee Year Savings**" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit provided by CTS as well as Excess Savings, if any, carried forward from previous years.

## 2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1<sup>st</sup>) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the



Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

**2.2 Guarantee Termination.** Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

### **3. SAVINGS GUARANTEE**

**3.1 Guaranteed Savings.** CTS guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings), and shall be deemed realized upon the date of final Project Acceptance.

**3.1.1 Additional Savings.** Additional energy and/or operational cost avoidance that can be demonstrated as a result of CTS's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

**3.1.2 Savings Prior to Final Retrofit Acceptance.** All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by CTS prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by CTS, will be applied toward the Guaranteed Savings for the First Guarantee Year.

**3.1.3 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 Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

**3.1.4 Excess Savings.** In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be billed to CUSTOMER (up to any amounts previously paid by CTS for a Guaranteed Savings shortfall pursuant to Section 3.1.5), which amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

**3.1.5 Savings Shortfalls.** In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. CTS shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be CTS's sole liability for any short fall in the Guaranteed Savings.

**3.2 Savings Reconciliation Documentation.** CTS will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist CTS in generating the savings reconciliation report by providing CTS with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist CTS by permitting access to any maintenance records, drawings, or other data deemed necessary by CTS to generate the said report. Data and calculations utilized by CTS in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

**3.2.1 Acceptance of Guarantee Reconciliation.** At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guarantee savings reconciliation report and provide written notice to CTS of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guarantee savings reconciliation report will deem it accepted by CUSTOMER. If the annual guarantee savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.

**3.2.2 Guarantee Savings Reconciliation.** Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by CTS that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, CTS will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, CTS will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

**3.3 Operational Cost Avoidance.** The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

**3.4 Base Year Adjustments.** Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee

Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

**3.4.1 Facility Operational Changes.** Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of CTS: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

**3.4.2 Hours and Practices.** To achieve these energy savings, CTS and CUSTOMER agree upon the operating practices listed in Attachment E.

**3.4.3 Activities and Events Adversely Impacting Savings.** CUSTOMER shall promptly notify CTS of any activities known to CUSTOMER which adversely impact: CTS's ability to realize the Guaranteed Savings and CTS shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond CTS's reasonable control.

**3.5 Guarantee Adjustment.** CTS's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by CTS; (3) CUSTOMER sending all current utility bills to CTS within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months CTS may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) CTS's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, CTS may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless CTS has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

**ATTACHMENT E**

**SCHEDULE OF SAVINGS**

**1. Schedule of Savings**

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$665,555.69 as defined in the following:

Annual Reconciliation and Savings Allocation				
Year	Avoided Utility Savings from Existing Baseline (FEMPA)	Secured Grants and Utility Incentives	Long Term Operating Costs Savings	Guaranteed Savings
1	\$ 766.00	TBD	\$ 620,498.38	\$621,264.38
2	\$ 788.98	\$ -	\$3,571	\$4,359.76
3	\$ 812.65	\$ -	\$3,678	\$4,490.56
4	\$ 837.03	\$ -	\$3,788	\$4,625.27
5	\$ 862.14	\$ -	\$3,902	\$4,764.03
6	\$ 888.00	\$ -	\$4,019	\$4,906.95
7	\$ 914.64	\$ -	\$4,140	\$5,054.16
8	\$ 942.08	\$ -	\$4,264	\$5,205.79
9	\$ 970.35	\$ -	\$4,392	\$5,361.96
10	\$ 999.46	\$ -	\$4,523	\$5,522.82
<b>Total</b>	<b>\$ 8,781.33</b>	<b>\$ -</b>	<b>\$ 656,774</b>	<b>\$ 665,555.69</b>

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

The Term of this contract is for 10 years from the date of Final Project Acceptance

The Baseline Period is defined as to February 2016 to January 2017.

CTS and the customer agree that the energy savings for each will be based on a 3% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 3% or the actual utility rate in the current year whichever is higher.

**1.1 Energy Savings.** The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

**# ECM Description**

**ECM-1: RTU-4 Replacement:** CTS install one (1) new 90-ton roof top unit to replace the existing 90-ton unit with external return ductwork. As part of the scope of work for the installation of this unit, CTS will implement a night control strategy to reduce the operation of this unit during unoccupied times. The difference in operating hours will reduce the overall electrical

and gas consumption of the system during heating and cooling season. The calculated savings for this ECM is listed below in section 1.4.3.

**1.2 Operational Cost Savings.** The annual guarantee of operational cost avoidance strategies is listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

**# Operational Savings Description**

The proposed system upgrades within the scope of work of this agreement will cost less to maintain for the Village building and grounds. The annual operating costs are identified below, are mutually agreed by the CUSTOMER and CTS and are achieved upon project completion.

RTU-4 Maintenance Savings: \$3,466

Annual Operating costs include comprehensive service costs on mechanical systems, incidental inventory, tools, parts, and supplies, training, etc.

**1.3 Energy and Operational Cost Avoidance Guarantee Practices:**

**1.3.1 BASELINE Operating Parameters:** are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. CTS and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement. The following data was collected with the assistance of Village personnel.

Baseline Operating Parameters:

**Natural Gas Baseline**

Date	Consumption (Therms)	Total \$
1/27/19	9721.0	\$4,408.25
2/27/19	10145.7	\$4,601.99
3/27/19	7465.5	\$3,417.65
4/27/19	3041.2	\$1,507.42
5/27/19	3059.6	\$1,524.77
6/27/19	1345.3	\$738.23
7/27/19	1699.3	\$873.52
8/27/19	1090.7	\$571.48
9/27/19	1627.7	\$780.37
10/27/19	802.4	\$872.70
11/27/19	7440.2	\$2,817.92
12/27/19	6594.5	\$2,474.13
<b>Total</b>	54,033	\$24,588.43

### Electrical Baseline

Date	Consumption (kWh)	Demand (kW)	Total \$
1/27/19	158084.0	245.0	\$12,559.45
2/27/19	135402.0	273.2	\$11,238.02
3/27/19	131860.0	358.9	\$11,683.00
4/27/19	147548.0	370.5	\$10,409.68
5/27/19	155239.0	355.3	\$13,219.88
6/27/19	208541.0	404.8	\$17,238.00
7/27/19	251514.0	465.2	\$20,584.16
8/27/19	226698.0	467.1	\$19,903.95
9/27/19	224596.0	484.4	\$18,884.73
10/27/19	167577.0	454.3	\$9,616.12
11/27/19	121537.0	345.7	\$10,927.21
12/27/19	150875.0	237.5	\$12,062.07
<b>Total</b>	<b>2,079,471</b>		<b>\$168,326.27</b>

**1.3.2 PROPOSED Operating Parameters** of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. CTS and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.

Proposed Operating Parameters on which each ECM will rely for achieving energy savings:

Baseline Operating Hours of Existing RTU-4:

- Monday through Friday - 430am to 11pm
- Saturday - 6am to 9pm
- Sunday - 7am to 8pm

**Existing Annual Operating Hours = 6,214**

Proposed Operating Hours of New RTU-4:

- Monday through Friday - 530am to 10pm
- Saturday - 7am to 9pm
- Sunday - 8am to 8pm

**Proposed Annual Operating Hours = 6,058**

**1.3.3 Operational Cost Avoidance.** The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.

Replacement of mechanical equipment systems that are beyond its useful life will provide the district with cost avoidance of the future replacement of these systems during the term of the agreement. These cost avoidances are equal to the costs of the system or systems replacement and shall be considered fulfilled upon contract execution. The total operational costs avoidance has been included in the schedule of savings.

Mechanical System Installation Cost Spring/Summer 2019:			\$554,685
Future Planned Expenditures			\$617,032
Includes A & E & Construction Management of 8%			

**1.3.4 Other energy and operating savings measures taken include the following:**

**1.4 Guarantee Savings Measurement and Verification Plan**

**1.4.1 Measurement and Verification Methodology(s)**

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
ECM-1: RTU-4 Replacement	Option C	N/A	N/A

"Option C" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

**1.4.2 Energy Cost Avoidance:** The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement.

M&V Plan:

**ECM-1 RTU-4 Upgrades** – The Rooftop unit RTU-4 will be upgraded as indicated in the in the scope of work section of the contract. FEMP Option C energy audit will be utilized to determine the actual natural gas and electrical savings resulting from the installation of the new RTU. This auditing option will compare the gas and electric utility bills in the current period to those in the baseline period as defined in FEMP Option C to determine the actual electrical and gas savings. After the verification period of the first twelve months, the audit indicated that the gas and electrical savings have been achieved, the savings guarantee shall be considered fulfilled for each subsequent year, if after verification process is complete and the energy audit indicates there is a savings shortfall, Savings Shortfalls shall apply.

**1.4.3 Constants:** The following constants and/or stipulated values are agreed to be reasonable and may be used in the calculation of the energy cost avoidance.



**ECM1: Night Setback Including outside air shut off.**  
 Savings due to night setback and ventilation control

**Inputs:**

square feet	17,860
\$ per Therm	\$ 0.46
\$ per kWh	\$ 0.081
\$ per kW	\$ -
Existing Boiler Thermal Efficiency	90%
Existing Heating Plant Efficiency	90%
Existing kW/ton Equipment	1.20
Existing kW/ton System	1.20
AHU Supply Air CFM	8,925 (only AHU that can be setback)
Existing Ventilation (CFM)	893 (only AHU that can be setback)

**Night Setback**

**1. Calculate Design Brake Horsepower**

Fan Brake Horsepower	
$bhp = \text{design CFM} \times \text{Pressure (in. W.C.)} / 6356 \times \text{Fan efficiency}$	
CFM design =	8,925.00
Pressure design (in. W.C.) =	1.50
Fan Eff. =	80%
bhp =	4.23

**2. Electrical Fan Power Savings from Cycling the Fans at night:**

Existing Conditions:

Annual Energy (kWh):	
$kWh = (bhp \times 0.746 \text{ kW/HP} \times \text{hours}) / \% \text{ efficiency}$	
bhp =	4.23
Motor Efficiency =	82.5%
hours =	6,214 430AM - 11PM 365 days/ year
kWh =	23,745

Proposed Conditions:

Annual Energy (kWh):	
$kWh = (bhp \times 0.746 \text{ kW/HP} \times \text{Load Factor} \times \text{hours}) / \% \text{ efficiency}$	
bhp =	4.23
Motor Efficiency =	82.5%
hours =	6,058 530AM - 11PM 365 days/ year
kWh =	23,149

Annual Energy Savings (kWh) = Existing kWh - Proposed kWh

Savings (kWh) = 596

**3. Electric Cooling Savings from Setup Temperature at night:**

Savings:

Annual Energy Savings (kWh):	
$kWh = kWh/CDD \times (\text{Annual } CDD_{60} - \text{Annual } CDD_{70}) \times (\text{weekly unocc. hrs/weekly hrs})$	
(therms/HDD are derived by analysis of actual energy usage)	
Assumes 10° F setup	
kWh/CDD =	17.03 From utility bill analysis
Annual CDD <sub>60</sub> =	1,583 NOAA (base 60) Romeoville, IL
Annual CDD <sub>70</sub> =	531 NOAA (base 70) Romeoville, IL
weekly unocc hours =	49 10PM - 5AM M-F, S, S
Savings (kWh) =	5,225

**4. Gas Heating Savings from Setback Temperature at night:**

Savings:

Annual Energy Savings (therms):	
$\text{therms} = \text{therms/HDD} \times (\text{Annual } HDD_{65} - \text{Annual } HDD_{57}) \times (\text{weekly unocc. hrs/weekly hrs})$	
(therms/HDD are derived by analysis of actual energy usage)	
Assumes 8° F setback	
therms/HDD =	0.495 From utility bill analysis
Annual HDD <sub>65</sub> =	6,241 NOAA (base 65) Romeoville, IL
Annual HDD <sub>57</sub> =	4,348 NOAA (base 57) Romeoville, IL
weekly unocc hours =	49 10PM - 5AM M-F, 24 hrs S, S
therms saved =	273

**5. Electric Cooling Savings from Ventilation Reduction: (hours and/or cfm)**

Existing Conditions:

Annual Energy (kWh):	
$kWh = \text{ton-hrs/cfm} \times \text{cfm} \times \text{kW/ton}$	
(ton-hrs/cfm = TMY-2 data analyzed hourly)	
ton-hrs/cfm =	5.60 hours included = 8760/year
Existing Ventilation (cfm) =	893
kWh =	5,998

Proposed Conditions:

Annual Energy (kWh):	
$kWh = \text{ton-hrs/cfm} \times \text{cfm} \times \text{kW/ton}$	
(ton-hrs/cfm = TMY-2 data analyzed hourly)	
ton-hrs/cfm =	3.61 hours included = 8AM - 8PM 365 days/ year
Proposed Ventilation (cfm) =	693
kWh =	3,966

Annual Energy Savings (kWh) = Existing kWh - Proposed kWh

Savings (kWh) = 2,131

**Total Energy Savings (eliminates doubling up on savings)**

Total Energy Savings = Night Fan Cycling + Cooling NSB + Heating NSB + (Cooling Vent Savings x CNSBF)  
 + (Heating Vent Savings x HNSBF)

Heating NSB correction factor (HNSBF) =	99% (1-Night heating setback savings %)
Cooling NSB correction factor (CNSBF) =	99% (1-Night cooling setback savings %)
Energy Savings (therms) =	273
Energy Savings (kWh) =	7,925
Total Energy Savings (Annual \$) =	\$ 768

**ATTACHMENT F**

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE**

Project Name \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): \_\_\_\_\_

To: CTS

Reference is made to the above listed Agreement between the undersigned and CTS and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

**ATTACHMENT G**

**FORM ALLOCATION OF SECTION 179D DEDUCTION**

<b>ADDRESS OF GOVERNMENT-OWNED BUILDING:</b>  Project Name: _____ Project Street: _____ Project City, State & Zip Code: _____	
<b>AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING:</b>  Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
<b>AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION:</b>  Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
<b>PROJECT COST:</b> _____	
<b>DATE PROJECT PLACED IN SERVICE:</b> _____	
<b>AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER:</b>  Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

**AUTHORIZED REPRESENTATIVE OF  
OWNER OF GOVERNMENT-OWNED BUILDING:**

**AUTHORIZED REPRESENTATIVE OF  
DESIGNER:**

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> J.W. Terrill, a Marsh & McLennan Agency LLC compan		<b>NAMED INSURED</b> Control Technology & Solutions, LLC 16647 Chesterfield Grove Road Suite 200 Chesterfield MO 63005	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

subject to the provisions and limitations of the policy.  
 A waiver of subrogation is granted for General Liability and Worker's Compensation coverages in favor of the Additional Insureds, where permitted by law and if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.



**Performance Bond**

**Bond Number: 107275242**

**CONTRACTOR:**

*(Name, legal status and address)*

**CONTROL TECHNOLOGY & SOLUTIONS, LLC D/B/A CTS**  
16647 Chesterfield Grove Road, Suite 200  
Chesterfield, MO 63005

**SURETY:**

*(Name, legal status and principal place of business)*

**Travelers Casualty And Surety Company Of America**  
One Tower Square  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

**Village of Orland Park**  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

**Mail Notices To:**

**Travelers**  
**Attn: Surety Claim Dept.**  
**One Tower Square 2S1A**  
**Hartford, CT 06183**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**Local Surety Address:**

**Travelers**  
**940 Westport Plaza Drive, Ste 450**  
**Maryland Heights, MO 63146**

**CONSTRUCTION CONTRACT**

**Date:** June 5, 2020

**Amount:** \$554,685.00

FIVE HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100

**Description:**

Project No. 71-20-025

*(Name and location)*

**BOND**

**Date:** July 6, 2020

*(Not earlier than Construction Contract Date)*

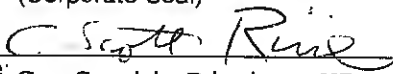
**Amount:** \$554,685.00

FIVE HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100

Modifications to this Bond:  None  See Section 16

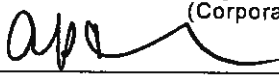
**CONTRACTOR AS PRINCIPAL**

Company: **CONTROL TECHNOLOGY & SOLUTIONS, LLC D/B/A CTS**  
(Corporate Seal)

Signature:   
Name and Title: **C. Scott Ririe, VP - Midwest**

**SURETY**

Company: **Travelers Casualty And Surety Company Of America**  
(Corporate Seal)

Signature:   
Name and Title: **Andrew P. Thome, Attorney-In-Fact**

*(Any additional signatures appear on the last page of this Performance Bond)*

*(FOR INFORMATION ONLY— Name, address and telephone)*

**AGENT or BROKER:**

J. W. Terrill, a Marsh & McLennan Agency LLC, company  
825 Maryville Centre Drive, Suite 200  
St. Louis, MO 63017  
Phone Number: 314-594-2700

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party):

This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 when the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<b>CONTRACTOR AS PRINCIPAL</b>	<b>SURETY</b>
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____

AIA Document A312™ — 2010. The American Institute of Architects 4



**Payment Bond**

**Bond Number: 107275242**

**CONTRACTOR:**

*(Name, legal status and address)*

**CONTROL TECHNOLOGY & SOLUTIONS,  
LLC D/B/A CTS  
16647 Chesterfield Grove Road, Suite 200  
Chesterfield, MO 63005**

**SURETY:**

*(Name, legal status and principal place of business)*

**Travelers Casualty And Surety Company Of America  
One Tower Square  
Hartford, CT 06183**

**Mail Notices To:**

**Travelers  
Attn: Surety Claim Dept.  
One Tower Square 2S1A  
Hartford, CT 06183**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

**Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462**

**Local Surety Address:**

**Travelers  
940 Westport Plaza Drive, Ste 450  
Maryland Heights, MO 63146**

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

**Date:** June 5, 2020

**Amount:** \$554,685.00

**FIVE HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100**

**Description:**

**Project #71-20-025**

*(Name and location)*

**BOND**

**Date:** July 6, 2020

*(Not earlier than Construction Contract Date)*

**Amount:** \$554,685.00

**FIVE HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100**

Modifications to this Bond:  None     See Section 18

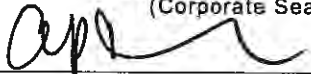
**CONTRACTOR AS PRINCIPAL**

**Company:** CONTROL TECHNOLOGY & SOLUTIONS, LLC D/B/A CTS  
*(Corporate Seal)*

**Signature:**   
**Name and Title:** C. Scott Ririe, VP – Midwest

**SURETY**

**Company:** Travelers Casualty And Surety Company Of America  
*(Corporate Seal)*

**Signature:**   
**Name and Title:** Andrew P. Thorne, Attorney-In-Fact

*(Any additional signatures appear on the last page of this Performance Bond)*

*(FOR INFORMATION ONLY— Name, address and telephone)*

**AGENT or BROKER:**

**J. W. Terrill, a Marsh & McLennan Agency LLC, company  
825 Maryville Centre Drive, Suite 200  
St. Louis, MO 63017  
Phone Number: 314-594-2700**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party):*

This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

§ 1 The Contractor and Surety, jointly and severally, and themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to

Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<b>CONTRACTOR AS PRINCIPAL</b>	<b>SURETY</b>
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____

State of Missouri  
County of St. Louis

On 07/06/2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

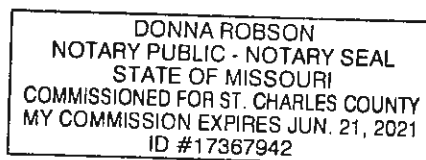
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Donna Robson

Donna Robson, Notary Public



My Commission Expires: \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this 6 day of July, 2020



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.