



PERFORMANCE GUARANTEE AGREEMENT

Contract: Guaranteed Energy Savings Contract
Owner: Community Unit School District 200
Project: Wheaton Phase 11 - 2021
Sandburg Elementary School & Wheaton-
Warrenville South High School

1345 Jewell Rd, Wheaton, IL 60187, 1993 Tiger trl,
Wheaton, IL 60189

Qualified Provider:

Company Name: Performance Services, Inc.
Address: 700 East Butterfield Road, Suite 100
City, State, Zip: Lombard, Illinois 60148
Representative: Brian Ondyak, General Manager - Illinois

Performance Guarantee Information:

Annual Guaranteed Operational Savings Amount = \$ 385,092
Annual Guaranteed Energy Savings Amount = \$ 9,872

Total Annual Guaranteed Amount = \$ 394,964

Program Term = 10 Years

Guarantee

Pursuant to the terms of this Performance Guarantee Agreement (the "Guarantee"), Qualified Provider guarantees that Owner will annually save the Total Annual Guaranteed Amount during the Program Term.

The Guarantee shall commence once the Energy Conservation Measures ("ECMs") specified in the Contract are installed by the Qualified Provider and accepted by Owner, the Owner's staff has been trained to operate the ECMs, the ECMs have been optimized by the Qualified Provider and the Qualified Provider has received final payment from the Owner.

The date of commencement of the Guarantee (the "Guarantee Commencement Date") shall be established by the Owner and Qualified Provider by their signatures on a Guarantee Commencement Letter.

The Guarantee shall be fulfilled and fully satisfied once the Calculated Savings, as defined below, equal or exceed the Annual Guaranteed Energy Savings Amount multiplied by the Program Term.

Utility Rate

The utility information that is used in this Guarantee shall be for the one-year period from January 2019 through December 2019 . During the Program Term, the actual twelve (12) month period then occurring and being evaluated shall be referred to as the "Current Year" and the savings calculated during that Current Year shall be referred to as the Current Year Savings. Current Year utility rate data shall be used in calculating the Current Year Savings, provided the Current Year utility rates are not less than Base Year utility rates.

If Current Year utility rates drop below Base Year rates, Base Year rates shall be used to calculate

Current Year Savings. Any energy savings generated during the installation phase of this Project shall be added to the Current Year Savings achieved during the first Current Year of the Program Term.

Measurement & Verification

Energy savings will be measured and verified (“M&V”) by various methods depending on the ECM (the "Calculated Savings"). Calculated Savings are referred to by the U.S. Department of Energy as “Actual Savings” and shall have the same meaning when referred to herein. The M&V methods are based upon the *U.S. Department of Energy (DOE) M&V Guidelines: Measurement and Verification for Performance-Based Contracts Version 4.0*. The M&V methods to be used in calculating energy savings are defined below and identified for each ECM within this Guarantee and associated Schedules.

DOE Methods of M&V:

Option A – Retrofit Isolation with Key Parameter Measurement (Stipulated engineering calculation)

Option B – Retrofit Isolation with All Parameter Measurement (Measured and verified with runtimes and utility data)

Option C – Whole Facility Measurement (Analysis of whole facility utility meter or sub-meter data using techniques from simple comparison to regression analysis)

Option D – Calibrated Simulation (Energy use simulation calibrated with hourly or monthly utility billing data and/or end-use metering)

Number of Facilities: 2

Sandburg Elementary School	
ECM Description	M&V Method
SES-1 - Boilers, Pumps, VCUs, AHUs, Casework.	Option A - Stipulated

Wheaton-Wareville South High School	
ECM Description	M&V Method
WWSHS-1: AHU Upgrades (AHU-23 & 27)	Option A - Stipulated
WWSHS-2: AHU Replacements (14 & Kitchen)	Option A - Stipulated
WWSHS-3: AHU Replacement (AHU-25)	Option A - Stipulated
WWSHS-4: Korellis AHU Upgrades	Option A - Stipulated

The Owner shall pay the Qualified Provider the annual Energy Monitoring fees identified below. For these fees, the Provider shall provide an annual report containing Calculated Savings, equipment runtime data (if applicable) and utility data each year within 120 days following the conclusion of each year during the Program Term. Provider will also prepare and deliver to Owner the appropriate annual state reports as required by statute on annual basis.

Electric Savings

Option A - Calculated Electric Savings are based on formulas contained in Schedule A and are considered stipulated for the term of the Guarantee.

Gas Savings

Option A - Calculated Gas Savings are based on formulas contained in Schedule A and are considered stipulated for the term of the Guarantee.

Other Savings & Adjustments

Energy savings resulting from the improvements or recommendations provided as part of the Contract (including physical improvements, operational recommendations, utility rate change recommendations or any other recommendation that reduce energy costs) during the life of the Guarantee that are not accounted for with the calculations identified herein shall be included in total of Calculated Savings. Such energy savings shall be calculated based on industry standard methods.

Increased energy usage resulting from increasing outside air amounts to meet current building codes, additional square footage being added to the building, air-conditioning of areas that were previously not air-conditioned and other identified energy adjustments shall be added to Base Year energy costs in the amounts shown on Schedule A.

Energy savings or losses resulting from Owner modifications and overrides outside the scope of the Guarantee during the Program Term are considered Owner override adjustments and will be reflected in an adjustment to the Base Year. Examples of Owner overrides include unscheduled (undisclosed) physical improvements, plug load changes, changes to occupied schedules, etc.

Operational Savings

Operational Savings exist when an improvement implemented under the Contract reduces future repair or replacement labor and/or material monies that would have otherwise been expended if the improvement was not implemented. The agreed-upon Operational Savings included in Schedule A shall be combined with Energy Savings to arrive at the Total Annual Guaranteed Amount. These are considered stipulated savings and will be included in the Total Annual Guaranteed Amount for the Program Term.

Energy Monitoring

Energy monitoring services shall be performed by the Qualified Provider as described in this Guarantee. The Guarantee is void if the Owner ceases paying the Energy Monitoring Fees identified below. The annual Energy Monitoring Fees shall be paid semi-annually in advance.

Year	Price
1	Included
2	See Fee Schedule A
3	See Fee Schedule A
4	See Fee Schedule A
5	See Fee Schedule A
6	See Fee Schedule A
7	See Fee Schedule A
8	See Fee Schedule A
9	See Fee Schedule A
10	See Fee Schedule A

The Owner has the right to request that the Qualified Provider change the scope of this Guarantee at the end of each Current Year to reduce monitoring/reporting labor and its associated costs.

Other Requirements

Owner agrees to maintain the physical plant and all existing equipment/systems affecting energy efficiency such that the condition of the existing equipment/systems during the Program Term of Guarantee is at least equal to the condition at the completion of the Contract. Owner also agrees to properly maintain all new and existing equipment and operate all of the new and existing systems as described in the Qualified Provider’s

Proposal, Contract and Guarantee.

If the Owner fails to operate the equipment/systems as described herein and such failure results in reduced energy savings, then Calculated Savings shall be adjusted to the benefit of the Qualified Provider to offset lost energy savings caused by such failures by the Owner as described above.

A guarantee bond to insure the faithful performance of the Guarantee is only required for portions of the Annual Guaranteed Energy Savings Amount that are not stipulated savings.

The calculations contained within this Guarantee and any M&V Plan which may be incorporated in the Contract shall be used exclusively in calculating savings over the Program Term. No additional M&V methods shall be used in determining the performance of this Guarantee related to energy or operational savings, unless agreed to in writing by both the Owner and Qualified Provider. By signing below, the Owner and Qualified Provider are fully accepting this Guarantee and all of its provisions, requirements, calculations, amounts and conditions.

Community Unit School District 200

Printed Name

Title

Signature

Date

Performance Services, Inc.

Brian Ondyak

Printed Name

General Manager - Illinois

Title

Signature

Date

Fee Schedule A

Year	Price
1	Included
2	Included
3	Included
4	Included
5	Included
6	Included
7	Included
8	Included
9	Included
10	\$4,200

*Monitoring fees are based upon completion of Phase 10 work