



AGREEMENT BETWEEN

CITY OF PEORIA, ILLINOIS



AND

THE EFFICIENCY NETWORK, INC

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STREETLIGHT UPGRADE PROJECT AGREEMENT

"Customer": City of Peoria, Illinois

Customer Address: 419 Fulton Street, Peoria Illinois 61602

Agreement Effective Date: June, 2020

"Agreement Amount" (refer to Schedule F): \$2,066,963

Customer Phone No: (309) 494-8823

Estimated Construction Period: 0 Yrs. 7 Mo.

"Financing Term": 13 Yrs. 6 Mo.

THIS STREETLIGHT UPGRADE PROJECT AGREEMENT DATED AND EFFECTIVE AS OF THE AGREEMENT EFFECTIVE DATE ("Agreement"), by and between The Efficiency Network, Inc., a Delaware corporation, with its principal place of business located at 1501 Reedsdale Street, Suite 401, Pennsylvania 15233 ("TEN") and the "Customer" identified above, for the purposes of providing a streetlight upgrade with select smart city components. "TEN" and "Customer" are sometimes referred to herein collectively as the "Parties," or individually as a "Party".

SCHEDULES TO AGREEMENT

Schedule	Title	Attached	Not Applicable/Not Attached
A	General Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B	Design/Installation Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C	Streetlight inventory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D	Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E	Project Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F	Progress Payment Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G	Standards of Streetlight Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H	Measurement and Verification Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	Projected Savings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J	Financial Summary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
K	Lighting Design Summary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L	Substantial Completion Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M	Final Completion Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N	Optional Future Project Stages	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above.

CUSTOMER:

CITY OF PEORIA, ILLINOIS

By: *Pat H. Ull*

Title: *City Manager*

Date: *6/24/2020*

TEN:

THE EFFICIENCY NETWORK, INC.

By: *Patrick Campbell*

Title: *PRESIDENT*

Date: *6/26/2020*

SCHEDULE A – General Terms and Conditions

RECITALS

WHEREAS, TEN is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, streetlight auditing and design, engineering, procurement, construction management, installation, construction, training, monitoring and verification, and maintenance and operation (collectively, “Services”); and,

WHEREAS, Customer issued a Request for Proposals with the stated intent to upgrade Peoria streetlights to efficient LED technology and selectively add various smart city elements, including smart lighting controls, which would require a full physical inventory of streetlights, lighting design, smart lighting controls recommendations, and other related services (the “Streetlight Upgrade Project”); and,

WHEREAS, TEN was selected by Customer to conduct the physical inventory audit of the City’s streetlights and develop the streetlight upgrade plan and provide guidance on optional project stages for the City’s consideration. TEN provided its recommendations for the initial stage in its Investment Grade Audit (“IGA”) document dated May 22, 2020; and,

WHEREAS, TEN has identified recommended streetlight upgrades at locations referred to in Schedule C (the “Lighting Inventory”) as well as identified the estimated costs to implement the recommended Energy Conservation Measures (ECMs) for this stage (the “Project”); and,

WHEREAS, Customer wishes to reduce its annual energy and operational costs and provide basic lighting control functionality at various locations through the design and installation of LED Streetlighting Energy Conservation Measures (ECMs) as further described in Schedule D; and,

WHEREAS, with respect to this Project, TEN shall assist the Customer in obtaining financing for this Project, if needed; and,

WHEREAS, Customer and TEN have set forth below the terms and conditions as well as each Party’s duties, obligations, and rights in connection with the Project; and,

WHEREAS, at any time during the Term of this Agreement, Customer in its sole discretion may elect to have TEN perform additional streetlight upgrades and smart city installations at locations to be determined by the City as noted in section 3.4; several of the envisioned optional future stages of work are listed in Schedule N; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, and with the intent to be legally bound hereby, the Parties hereto covenant and agree that:

1.0 RESPONSIBILITIES OF TEN

1.1 Recitals. The foregoing recitals are incorporated herein and made a part hereof.

TEN and Customer shall execute this Agreement under which the Streetlight Upgrade Project (the “Project” as defined on Schedule B which is attached hereto and made a part hereof) shall be implemented. Notwithstanding anything to the contrary contained in this Agreement, including,

but not limited to, all Agreement Documents (defined hereinbelow), any additional projects shall only be undertaken, or developed, at the sole and absolute discretion of the Customer. All capitalized terms not otherwise defined herein shall have the meaning set forth on Schedule B incorporated herein by reference.

Agreement Documents. Shall consist of this Agreement and all Schedules, exhibits and amendments attached hereto and made a part hereof. In the event of any inconsistencies between the IGA Documents and this Agreement, the terms of this Agreement shall control.

Energy Conservation Measures ("ECMs"). The various items of equipment (including all hardware and software, if any), devices or materials installed by TEN within the streetlight upgrade project. All ECMs are set forth in Schedule D, Scope of Work, attached hereto and made a part hereof.

Equipment. The various items of equipment (including all hardware and software), devices or materials installed by TEN for the streetlight upgrade project.

Project Schedule. The Project's work schedule is attached hereto as Schedule E and made a part hereof, the Project Schedule describes the portions of the Design Specification and Installation Work based on the Equipment as it shall be completed, either as a group or individually ("Portions").

- 1.2 Phase I Basic Services – Design Specification Work for Projects. Upon execution of the Agreement, TEN is authorized to commence and perform the following Phase I Design Specification Work:
- a) Prepare necessary design and specification documents for each ECM for submittal to Customer for approval within the time frames set forth in Schedule E, attached hereto and made a part hereof ("Design Documents");
 - b) Upon completion of the Design Documents for the ECM's described in Schedule D, attached hereto and made a part hereof, and Customer's review of same, TEN shall provide Customer with an approval form ("Design Approval Form") to be executed by Customer to signify its approval of the Design Documents.
- 1.3 Phase II Basic Services – Installation Work. Upon Customer's execution of each Design Approval Form, TEN is authorized to commence and perform the following Phase II Installation Work:
- a) Furnish and be responsible for all the "Installation Work," which shall include labor, materials, tools, equipment, insurance and supervision necessary to satisfactorily specify, install, inspect, start-up, and test the Project in accordance with the Proposal, Design Documents, and Schedule D, attached hereto and made a part hereof, and the other provisions of this Agreement;
 - b) Perform and prosecute the Installation Work in accordance with the Work Schedule as set out in Schedule E, attached hereto, and made a part hereof;
 - c) Comply in all respects with all applicable Federal, State, and local laws, codes and applicable permits relating to the Project, the Premises and/or Project Locations and the performance of the Work. Perform the Work so that, upon completion, the Project meets and will be capable

of being operated in compliance with all requirements of all applicable laws, applicable codes, applicable permits, and all standards of the National Electric Code as then in effect and using methods and equipment that are accepted as prudent electrical, mechanical and civil engineering practice;

- d) Collect, temporarily store, and contract for the transportation and disposal of all non-hazardous waste and ballast and fluorescent lamp wastes generated during the Work. Customer agrees that TEN is acting as a bailee only; provided, however, that at no time shall TEN assume (i) title to any waste materials generated, or (ii) responsibility for the final disposition of hazardous waste generated under this Agreement. In this regard, TEN is not, nor becomes the generator of any hazardous waste by virtue of performing this Agreement. TEN shall use Customer's EPA identification number on all paperwork which accompanies the waste during temporary storage, transportation, and disposal. TEN shall provide Customer with written evidence from the disposal companies of proper handling, transport, recycling, and disposal of such hazardous materials by the disposal company;
- e) Prepare and present to Customer as-built documentation setting forth the as-built condition of the Project including a list and location of ECMs installed, the capacity reduction and the Projected Savings;
- f) Provide reasonable training to Customer's personnel responsible for the operation and maintenance of certain ECM equipment as set forth in the Proposal Design Documents; and,
- g) Upon Substantial Completion of each Portion of the Installation Work, TEN shall provide Customer with a Substantial Completion Form to be executed by Customer to signify its approval of the Substantial Completion of that Portion of the Installation Work, excluding punch list items. The information contained in such Form shall be substantially similar to the sample form attached as Schedule L. The date of Substantial Completion for each Portion of the Installation Work shall be referred to as the "Portion Substantial Completion Date." Upon Substantial Completion of the final Portion of the Installation Work, all Portions of the Installation Work, excluding punch list items, shall be substantially completed, and Customer shall execute a Final Completion Approval Form, supplied by TEN, which acknowledges the date when all Portions of the Installation Work have been completed ("Acceptance Date"). The information contained in such Form shall be substantially similar to the sample form attached as Schedule M.

1.4 Phase III Basic Services –Post-Construction Services. Immediately following the Acceptance Date, TEN is authorized to commence and perform the Post-Construction Services, including monitoring and verification, as detailed in Schedule H – Post-Construction Services, TEN shall provide monitoring and verification services for energy and or operational savings.

- a) During the Savings Term, as defined in Section 3.3 herein below, which shall include but not be limited to: (i) conducting periodic meetings with Customer to determine whether any changes in the Project have occurred, or may occur, that has resulted, or may result, in changes in the anticipated savings from the Project; (ii) assisting the Customer in assessing the actual or anticipated impacts, if any, from such changes; (iii) advising the Customer regarding options as a result of such changes, and (iv) analyzing savings reports on an annual basis to confirm operating assumptions.

2.0 RESPONSIBILITIES OF CUSTOMER

- 2.1 Customer covenants and agrees that it shall provide the following services and perform the following acts at its sole cost and expense in a timely manner so as not to delay the Work of TEN:
- a) Provide all criteria and information as to Customer's requirements for the Project and designate in writing a person with authority to act on Customer's behalf on all matters concerning the Project;
 - b) Promptly review and approve all Design Documents in accordance with Schedule B;
 - c) Cooperate with TEN during the installation scheduling and provide all necessary access to, on and within the Premises and/or Project Locations to allow TEN and its subcontractors to proceed with the Project Work and responsibilities in a timely fashion;
 - d) Warrants hereby that to the best of its knowledge and belief the Project Locations are in compliance with all applicable laws, statutes, rules, regulations, codes, ordinances and other requirements of all governmental agencies or authorities which in any way relate to the Work and services to be provided by TEN under this Agreement or to the Equipment to be installed by TEN at the Project Locations and that there are no hazardous materials at the Project Locations other than existing lamps and ballasts, except to the extent previously disclosed by Customer to TEN;
 - e) After execution of this Agreement, Customer shall promptly give prior written notice to TEN regarding any planned modifications to the Project Locations which are in any way related to the Project. Upon such notice, TEN and Customer shall discuss the impact of such modification on the projected savings, if any;
 - f) Provide storage facilities to TEN for the secured storage of material, equipment and tools as well as the temporary storage of waste materials where such storage facility exists, otherwise TEN will provide all necessary storage facilities (on Customer premises (as approved by the Customer) to deliver the Project to the Customer;
 - g) Provide all necessary service and maintenance with respect to the Project for the Term, including all necessary service, repairs, and maintenance with respect to Customer's pre-existing equipment so that the Equipment can function as intended;
 - h) Operate the Equipment in accordance with the terms of this Agreement, and with standard and customary operating practices consistent with the intended use of the Equipment and with all applicable electrical and mechanical codes;
 - i) Pay TEN or cause TEN to be paid for satisfactory services and Work rendered in accordance with Sections 4 and 5 and Schedule C, attached hereto and made a part hereof;
 - j) Promptly provide TEN with copies of any current utility information during the Term; and,

- k) That Customer shall not unreasonably withhold, condition or delay: (i) its approval of the Design Documents, (ii) its execution of the Design Approval Form, (iii) its acceptance of the Installation Work, (iv) its execution of the Substantial Completion Forms for each Portion of the Installation Work, or (v) its execution of the Final Completion Form.

3.0 AGREEMENT TERM, COMMENCEMENT OF WORK and OPTIONAL REMAINING PROJECT STAGES

- 3.1 The term of this Agreement ("Term") shall begin as of the Agreement Effective Date first written above and shall terminate on the last day of the Project Term, as defined in Schedule H, unless otherwise terminated by Customer or TEN pursuant to terms of this Agreement.
- 3.2 Upon execution of this Agreement, TEN shall commence Phase I of the Work, as set forth in Section 1.2 above and shall thereafter diligently pursue the Work in accordance with Sections 1.2, 1.3 and 1.4 hereinabove.
- 3.3 The "Project Term" shall mean the period as set forth in Schedule H. Notwithstanding any Schedule, Exhibit or provision contained in this Agreement or the Agreement Documents which for estimation, projection or calculation purposes sets forth a different time period for the Savings Term, all such estimations, projections, or calculations in the Schedules, Exhibits and provisions of this Agreement and the Agreement Documents shall be automatically reduced to reflect the actual Project Term.
- 3.4 In order to fulfill the intent of the Project, Customer shall have the option in its sole discretion, exercisable at any time during the Term of this Agreement by written notice to TEN, to add any Stages described in Schedule N of this Agreement or additional streetlight upgrades that the Customer may deem exercisable to add to the Scope of Work, by an Addendum (or series of Addendums) executed by the Customer and TEN, where such Addendum shall reflect the costs, terms, savings, and conditions for that additional work.

4.0 COST OF THE WORK

- 4.1 As full compensation for the Work and conditioned upon TEN reasonably complying with all terms and provisions of this Agreement, Customer shall pay to TEN the payment amounts for each Phase of Work as described in Sections 1.2, 1.3 and 1.4 hereinabove and as set forth on Schedule C attached hereto and made part hereof ("Cost of the Work"). The Cost of the Work shall be increased or decreased as set forth in Schedule C for "Changes in the Work" approved in accordance with Schedule B. The payment amounts shall be paid in accordance with Section 5 hereof. Prior to commencement of the Installation Work, TEN shall provide Customer with an estimated Schedule of Values to indicate approximate timing and billing amounts that TEN anticipates using for its progress billing.
- 4.2 The payment amounts shall be based upon the information included in the Proposal and shall include payment for all equipment, materials, labor and services relating to TEN's performance of its obligations. Notwithstanding the foregoing, TEN shall not be liable for state or local real estate taxes on the Premises (if any), or federal, state or local income taxes with respect to Customer's income from operation of the Project. Customer shall defend and hold TEN harmless from any imposed sales or use taxes.

- 4.3 On behalf of the Customer, TEN shall prepare and submit to the applicable agencies all applications and documentation necessary for the listed energy efficiency rebate, incentive, and or loan program(s) shown in Schedule J - Savings Projections and Financial Summary. While TEN has extensive experience in assisting Customers with procuring incentive funds for our Customers and does not foresee any reason why such incentive funds identified in Schedule J will not be obtained by the Customer for this Project, TEN cannot guarantee that these incentive funds will be received by the Customer. Procurement, or lack thereof, of these incentive funds will not alter the Agreement Amount of this Agreement, or the payment timeline associated with standard progress invoicing and payments.
- 4.4 If during TEN's performance of the Phase I and Phase II Basic Services under this Agreement, it becomes necessary for TEN to propose an amendment to the Cost of the Work, TEN shall do so through the "Changes in the Work" provisions set forth in Schedule B of the Agreement.

5.0 TERMS OF PAYMENT

- 5.1 Payment to TEN for the Cost of the Work shall be made as follows:
- a) For Phase I Design Specification Work, as defined in Section 1.2, based upon progress billing for Equipment and Design Document services completed by the invoice date;
 - b) For Phase II Installation Work, as defined in Section 1.3, based upon progress billing for installation services completed by the invoice date; and,
 - c) For Phase III Savings Monitoring and Verification Services, as defined in Section 1.4, based upon periodic amounts as set forth in Schedule C, attached hereto and made a part hereof, to be paid at the end of each Measurement Year for TEN's monitoring and verification services and to document the projected savings during the Project Term as provided in Schedule H herein below.
- 5.2 Within twenty (20) days of receipt by Customer of TEN's invoice, Customer shall (i) determine whether the Work performed reasonably conforms with the requirements of this Agreement; (ii) determine whether TEN's invoice has been properly submitted; and (iii) determine and notify TEN concerning any part of the invoiced amount which is in dispute. Once Customer has made such determinations, Customer shall pay TEN within forty-five (45) days of TEN's invoice date for all undisputed amounts. Undisputed amounts not paid by Customer to TEN within the thirty (30) day period shall bear an interest rate of 1.5 % per month. Customer will have the right to withhold from payment of any amount or portion thereof invoiced by TEN which Customer in good faith reasonably disputes with TEN if: (i) such disputed matter arises solely from TEN's Work under this Agreement, (ii) the amount withheld by Customer with respect to the disputed matter is commercially reasonable and limited to the portion of the payment related to the disputed matter, (iii) Customer shall on or before two (2) business days of the due date of the invoice associated with the disputed matter, provide to TEN a written statement describing its disputed matter claim in reasonable and sufficient detail (the "Dispute Notice"), (iv) Customer shall pay to TEN all undisputed amounts, (v) TEN and the Customer shall meet within five (5) business days from the date of the Dispute Notice to discuss the disputed matter claim ("Dispute Meeting"), (vi) TEN shall be provided a reasonable commercial time after the Dispute Meeting to cure any

disputed matter claim, and (vii) TEN shall be immediately paid the withheld amount upon substantially satisfying the disputed matter claim.

- 5.3 It is fully understood and agreed that in the event it becomes necessary for TEN to engage the services of an agency or attorney to collect payment for services provided under this Agreement, the Customer will pay all collection costs, including reasonable attorney’s fees in pre-judgment collection actions, in addition to disbursements and civil fees. The Customer further agrees to pay all costs, including reasonable attorney’s fees, incurred in post judgment collection actions.

6.0 WARRANTIES CONCERNING THE WORK

- 6.1 TEN warrants that: (i) the Installation Work shall be performed in a workmanlike manner; (ii) the Installation Work shall in all respects be of good quality, free from all faults and defects in workmanship and material; (iii) the Installation Work shall be in substantial compliance with the requirements of this Agreement; and (iv) all materials, equipment and other items incorporated (or to be incorporated) in the Installation Work or consumed (or to be consumed) in the performance of the Installation Work shall be new. The Warranty Period shall commence for each Portion of the Installation Work as of the “Portion Substantial Completion Date” set forth in its Substantial Completion Form, as defined in Section 1.3(g), and shall continue until the expiration of twelve months after such Portion Substantial Completion Date. The period prior to the expiration of the applicable warranty shall be known as the "Warranty Period".
- 6.2 If at any time during the Warranty Period, TEN receives from Customer written notice of any failure to comply with the warranty set forth in Section 8.1 above, TEN shall promptly and at such times as Customer reasonably directs, satisfactorily correct such noncompliance.
- 6.3 TEN shall assign to the benefit of Customer all equipment and materials warranties from vendors and manufacturers in connection with the Work. Except as provided above, TEN provides no warranties or representations of any kind, whether statutory, written, oral, or implied, including without limitation, warrants as to the value, design, and condition or fitness for use or particular purpose and merchantability, regarding equipment provided hereunder by its vendors or manufacturers.

Vendor warranties for each of the major project components are as follows:

Equipment	Manufacturer	Warranty Period
LED Cobrahead luminaire	Cooper	10
LED Shoebox luminaire	RAB	5
LED Flood luminaire	RAB	5
LED retrofit COB lamp	RAB	5
Smart Lighting Control Node	Verizon	10

7.0 TITLE AND WAIVER OF LIEN

- 7.1 TEN warrants good title to all materials, equipment, and supplies furnished by it, its subcontractors, and/or vendors that become part of the Project or are purchased for Customer for the operation, maintenance or repair thereof. Title to all of said materials, equipment, and supplies shall pass to Customer free and clear of all liens, claims, charges, security interests and encumbrances, upon full payment of the Phase I and Phase II portions of the Cost of Work, as set forth on Schedule C, attached hereto and made a part hereof. TEN shall execute any and all documents necessary to transfer or assign title to the Customer and ensure that any transfer or assignment will not invalidate any title to said materials, equipment, and supplies.
- 7.2 TEN shall indemnify and hold harmless and defend Customer from and against any and all loss, costs, damages and expense arising out of or in connection with any and all mechanic's and material liens filed in connection with the Work, including, without limitation, all expenses and attorneys' fees incurred by Customer in discharging any liens or similar encumbrances.
- 7.3 To the extent permitted by applicable law, both Parties hereby covenant and agree to waive any and all liens each may have against the Other pursuant to the terms of this Agreement and both Parties shall execute any and all documents necessary, including a stipulation against liens, to effectuate the same.

8.0 TERMINATION

- 8.1 Customer may notify TEN of its intent to terminate this Agreement with or without default at any time by giving written notice of termination ("Termination Notice") to TEN in accordance with the terms of this Agreement. In the event that the Termination Notice states that TEN is in default of this Agreement, TEN shall have the opportunity to cure any default stated in such Termination Notice within a reasonable period of time as set forth in Section 11. If TEN is unable to cure such default stated in the Termination Notice within a reasonable period of time as set forth in Section 11, then Customer shall have the right to terminate this Agreement. If Customer terminates the Agreement without default on the part of TEN, Customer shall pay to TEN as compensation for the Work performed and expenses incurred, through the date of termination, including but not limited to, demobilization costs and any non-cancelable purchase commitments. In addition, notwithstanding any other provision of this Agreement, TEN shall have no obligation or liability of any kind or nature for any aspect of the projected savings as defined in Schedule H, and the warranties described in Section 6 associated with the Project. TEN may terminate this Agreement for Customer's failure to pay TEN for amounts due TEN under this Agreement. Customer shall have the opportunity to cure any default stated in a Notice Termination for failure to pay TEN for Work that is not in dispute within a ten (10) days of the date of the Termination Notice. Following such Termination Notice, TEN shall have the right in its sole discretion to stop all Work without any liability to Customer until TEN is paid in full. A termination by either Party in accordance with this Section 10 shall terminate each Party's liabilities or obligations with respect to the other Party, except for obligations or liabilities arising under this Agreement and not discharged prior to the date of such termination, including but not limited to amounts owed to TEN for Work performed hereunder. The termination rights set forth in this Section 8 shall be in addition to the termination rights set forth in Section 11.

- 8.2 Notwithstanding any provision in this Agreement to the contrary, the Customer's obligation to pay any amounts due under this Agreement or to perform any covenants requiring or resulting in expenditure of money are contingent and expressly limited to the extent of annual appropriations made to fund Customer's obligations under this Agreement. Nothing contained in this Agreement shall be construed as creating any monetary obligation on the part of the Customer beyond such current and specific legislative appropriations. In the event that the legislature fails to appropriate the funds sufficient to allow Customer to make the payments to TEN required under this Agreement, Customer may terminate this Agreement as of the end of the last fiscal year for which such appropriation is available. In such event, all obligations of the Customer will cease so long as all payments previously approved or appropriated have been paid, and all interest of the Customer in the Equipment will terminate and the Agreement and all obligations of TEN shall be terminated. Notwithstanding the foregoing, the Customer agrees not to terminate this Agreement under this provision for the fiscal year in which this Agreement is executed. If any future funds are appropriated in order to continue the operation of the Project, the Customer will use its best efforts to obtain inclusion of funds in its budget.

9.0 INSURANCE AND BONDING

- 9.1 TEN shall provide and cause its subcontractors to provide the insurance and name Customer as Additional Insured as set forth on Appendix A.
- 9.2 In carrying out the Work, each Party shall take the necessary precautions to protect the other Party's property from damage caused by the other's operations.
- 9.3 Without limiting any of its obligation or liabilities under this Agreement, Customer shall, at its expense, maintain at all times during the Term of this Agreement, fire and extended coverage, product damage insurance with respect to the Equipment and all its components in such amounts adequately covering such risks, and liability insurance, with reputable insurers recognized by the industry.
- 9.4 TEN and Customer shall work together to develop a mutually satisfactory performance and payment bonding plan for the Project's installation work and subcontracts where, for example, Customer would be added as a co-beneficiary or dual obligee under such subcontractor performance and payment bond. Each subcontractor performance and payment bond where necessary, shall be in place prior to commencement of installation work by such subcontractor. Project performance and payment bonding shall specifically exclude coverage for those portions of the Agreement or the Work pertaining to design services, the Phase III Basic Services, and any other part of this Agreement and the Agreement Documents which do not relate specifically to the installation of the project including construction management and supervision of Work for purchasing and installing of Equipment by the subcontractor, or for work to be accomplished by the Customer. [TEN shall be required to provide a performance and payment bond direct to the Customer for TEN's work under the Agreement]. The subcontractor performance and payment bonds shall be with Surety or bonding companies that are qualified to do business in the Commonwealth of Pennsylvania and shall be in a form reasonably acceptable to the Customer.

10.0 INDEMNIFICATION

- 10.1 Each Party shall be solely responsible for its own and its employees', agents', servants', and contractors' negligence and willful or reckless acts or omissions and each agrees to indemnify, defend and hold harmless the other, its officers, employees, directors, agents, contractors and subcontractors, and/or assigns (hereinafter collectively referred to as the "Indemnified Party") against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of or in connection with: (i) any and all claims and/or liabilities resulting from or related to encumbrances, liens or claims, including, but not limited to third Party claims, placed on any Equipment and/or the Project as a result of its acts or omissions and/or the acts or omissions of its officers, directors, employees, agents, contractors, or subcontractors, other than such claims or liabilities of the Indemnified Party which are incurred as a result of acts or omissions of the Indemnified Party which are inconsistent with its obligations under this Agreement; (ii) any claims or liabilities resulting from a material breach of its covenants, representations and/or warranties; or (iii) any and all claims and liability, including, but not limited to any third Party claims, for injuries, including death, or damage to person or property due to the acts or omissions of the indemnifying Party, or its employees, agents, contractors, subcontractors, directors, officers, and/or assigns. Notwithstanding the forgoing, each Party's indemnification responsibility under this provision shall not apply if such indemnification would cause the Indemnifying Party to lose any or all applicable insurance coverage.
- 10.2 Notwithstanding any other provision of this Agreement, TEN's total aggregate liability shall be limited to the level of insurance TEN maintains for this Project. Irrespective of fault, negligence or strict liability, in no event shall TEN be liable for indirect, special or consequential losses, damages or injury, whether arising in contract, tort or otherwise.

11.0 EVENTS OF DEFAULT

- 11.1 Events of Default. Each of the following events shall be deemed to be an "Event of Default" hereunder:
- a) Either Party shall fail to perform or observe any of the material terms or conditions or provisions of this Agreement and (i) such failure shall not be rectified or cured within thirty (30) days after written notice thereof from the non-defaulting Party or if such failure is not susceptible to being rectified or cured within thirty (30) days, diligent efforts have not been undertaken in good faith within such thirty (30) day period to effect rectification or cure, and such defaulting Party does not actively pursue rectification or cure; provided, however, that notwithstanding any provisions contained in this Agreement to the contrary, an Event of Default shall have occurred if such failure is not rectified or cured within ninety (90) days following written notice thereof by the non-defaulting Party;
 - b) Either Party shall be involved in financial difficulties as evidenced by:
 - i. A voluntary or involuntary petition in bankruptcy is filed by or against it that is not dismissed within ninety (90) days;
 - ii. Any significant adverse change in the financial condition of such Party that may materially affect such Party's ability to perform its obligations under this Agreement;

iii. An insolvency of such Party, any arrangement or assignment of its assets for the benefit of its creditors, or the appointment of a receiver or trustee of its assets.

11.2 Remedies Upon Default. Subject to the defaulting Party's cure rights as set forth above, the non-defaulting Party shall have the choice of one or more of the following remedies:

- a) Terminate this Agreement by delivery of a Notice of Termination as set forth in Section 8; or
- b) Exercise all remedies available at law or at equity or other appropriate proceeding for any breach, controversy, dispute or claim arising out of the interpretation or implementation of any of the terms and conditions of this Agreement, including recovery of amounts due and unpaid by the other Party, which the parties are unable to resolve by negotiation.

12.0 MISCELLANEOUS

12.1 The Agreement shall be governed by all the laws of the State of Illinois.

12.2 The provisions of Sections 9 and 10 hereof shall survive the termination (whether by completion of the Work or otherwise) of the Agreement.

12.3 Except for TEN's right to utilize subcontractors for the installation services and TEN's right to assign the Agreement to any parent, subsidiary or affiliated corporation, neither Customer nor TEN shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld by either Party.

12.4 TEN acknowledges that attainment of financing for construction of the Project may be subject to conditions that are customary and appropriate for the parties providing financing. Therefore, TEN agrees to cooperate with Customer in the good faith negotiation and execution of any reasonable amendment to or modification of this Agreement required by any financing entities in order to obtain such financing. TEN acknowledges and agrees that Customer's obligations under this Agreement are contingent upon obtaining such financing necessary to cover the costs of the Project. In the event Customer is unable to obtain such financing, then after written notice from Customer to TEN this Agreement shall terminate and neither Party shall have any liability to the other thereunder. TEN shall have no obligation to order Equipment or perform any Work until the financing for the Project has been obtained to the satisfaction of TEN, in its sole and reasonable discretion. Customer shall have waived its right to terminate this Agreement pursuant to this Section, upon TEN's commencement of the Phase I Work in Section 1.2 hereinabove.

12.5 The provisions of this Agreement are intended for the sole benefit of Customer and TEN and there are no third-Party beneficiaries hereof.

12.6 Each Party hereto represents and warrants to the other that (i) it has adequate power and authority to conduct its business as presently conducted or contemplated hereby to be conducted by it, to enter into this Agreement and to perform its obligations hereunder, and (ii) the individual executing this Agreement has, is vested with, and possesses fully authority to bind the Party on whose behalf he or she executes this Agreement. Further, Customer represents to TEN that this Agreement has been duly authorized, executed and delivered by it and does not contravene any law, rule or regulation applicable to it.

- 12.7 Both Parties represent to each other that if required by the statute, rule, or by-law, that they have adopted any and all necessary resolutions authorizing the execution this Agreement.
- 12.8 All notices to be given by either Party to the other shall be in writing and must be delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight carrier addressed as set forth below. Notices are deemed delivered or given and become effective forty-eight (48) hours after deposit in the U.S. mails if mailed as aforesaid or upon actual receipt if otherwise delivered.

To TEN:

The Efficiency Network, Inc.
Attention: Rob Campbell, President
1501 Reedsdale Street, Suite 401
Pittsburgh, PA 15233

To Customer:

City of Peoria Illinois
Attention: Nick Stoffer, Asst. PW Director
3505 N. Dries Lane
Peoria, Illinois 61604

or such other addresses as either Party may designate by written notice to the other.

- 12.9 It is understood and agreed that TEN and its employees, agents and contractors, are independent contractors and are not to be considered an agent or employee of the Customer. TEN shall be responsible for all costs and expenses, including any required payment and withholding of any taxes or other obligations, concerning its employees, agents and contractors.
- 12.10 This Agreement, when executed, together with all Agreement Documents, shall constitute the entire agreement between the Parties concerning the Project, and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them regarding the subject matter hereof.
- 12.11 This Agreement shall not be amended, modified or assigned without the prior written consent of the Parties hereto.
- 12.12 This Agreement shall not be terminated except by its express terms set forth herein.
- 12.13 In the event of any conflict between the terms of this Agreement and any other Agreement Document, the terms of this Agreement shall prevail.
- 12.14 No action or failure to act by the Customer or TEN shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 12.15 If in any judicial or arbitral proceedings a court or arbitrator shall refuse to enforce any provision of this Agreement, then such unenforceable provision shall be deemed eliminated from this Agreement for the purpose of such proceedings to the extent necessary to permit the remaining provisions to be enforced. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be valid and binding agreement enforceable in accordance with its terms, and in the event, that any provision hereof shall be found to be invalid or unenforceable, such provision shall be construed

by limiting it so as to be valid and enforceable to the maximum extent consistent with and possible under applicable law.

- 12.16 Customer agrees that for the Work on the Project, TEN shall be the “designer” as that term is identified in the Energy Policy Act of 2005, and TEN shall have the exclusive right to report any federal state, or local agency, authority or other party, including without limitation under IRS Section 179D of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a written allocation including a declaration related to Section 179D of the Internal Revenue Tax Code. TEN will prepare the declaration and all accompanying documentation in which TEN will be designated the sole Section 179D beneficiary.

CUSTOMER FPV

TEN RLC

SCHEDULE B – Design/Installation Terms and Conditions

Article 1. DEFINITIONS

For purposes of the Energy Services Agreement, and its Attachments, the defined terms herein shall have the meaning set forth as follows:

1. **“Acceptance Date”** means the date when the Customer executes a Certificate of Final Completion, supplied by TEN, which acknowledges the date when all portions of the Scope of Work have been completed.
2. **“Applicable Laws”** means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.
3. **“Applicable Permits”** means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Agreement Effective Date.
4. **“Beneficial Use”** means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Schedule D.
5. **“Certificate of Beneficial Use”** means the certificate, issued by TEN to Customer and subcontractor(s), which identifies when Customer took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.
6. **“Changes in the Work”** means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work.
7. **“Change in Law”** means any of the following events or circumstances occurring after the Agreement Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law).
8. **“Change Order”** means a written document, signed by both TEN and Customer, authorizing TEN to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to TEN to perform such Change; and (iii) any extension of time to complete the Project.
9. **“Claims”** means any and all actions, claims, losses, damages, expenses, or liabilities of either Party arising from or as a result of these Terms and Conditions, the Agreement, any addenda to the Agreement, and/or Change Orders.
10. **“Construction”** means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.
11. **“Construction Documents”** means the final designs, drawings, specifications and submittals that used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Agreement and its Attachments.

12. **“Construction Period”** means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the date of Final Completion.
13. **“Agreement”** is defined in the Preamble and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.
14. **“Agreement Amount”** means the amount of compensation, exclusive of the Annual Measurement and Verification fee if applicable, that shall be paid by Customer to TEN for performing the Work in accordance with the Scope of Work, attached hereto as Schedule D.
15. **“Agreement Documents”** shall mean the Energy Services Agreement, its Attachments and Schedules, Construction Documents, Change Orders and any agreement amendments thereto.
16. **“Agreement Effective Date”** shall mean the date the Agreement is fully executed and is in full force and effect.
17. **“Agreement Term”** shall commence on the Agreement Effective Date and cease on the last day of the Project Term, unless terminated earlier.
18. **“Design Approval Form”** means a form to be executed by Customer to signify its approval of the Design Documents.
19. **“Excusable Delay”** means TEN shall be entitled to an extension of Time and/or additional compensation caused by an Excusable Delay that shall be defined as (1) by an act or failure to act on, or other delay caused by, Customer or its agents or employees; (2) by failures of any government authorities to make timely inspection of the work or by unanticipated efforts necessary to secure government approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (5) by adverse weather conditions not reasonably anticipated; (6) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (7) by unavoidable casualties or other causes beyond TEN’s control; (8) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (9) by delay caused by pending arbitration, or (10) any other cause outside of TEN’s control.
20. **“Final Completion”** means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all required Punch List items, completion of all required training, and delivery to Customer of the final documentation (as-built drawings, operation and maintenance manuals, and warranty documentation).
21. **“Final Completion Form”** means the certificate issued by TEN to Customer, in accordance with Section 1. A Final Completion Certificate may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. An example of the form is in Schedule M.
22. **“Force Majeure”** Neither Party shall be responsible or liable hereunder for any injury or damage, and each Party shall be excused for the period of any delay in the performance of its respective obligations hereunder (except for the payment of monies due or to become due), when caused or prevented from doing so, by force majeure. For the purposes of this Agreement, the term “force majeure” means a cause or causes beyond such party’s control, which shall include, without limitation, drought, flood, earthquake, storm, unusual weather, fire, lightning, epidemic, war (whether declared or undeclared), riot, civil disturbance, sabotage, explosions, strikes, transportation disruptions, the existence of geological artifacts or hazardous material or substance conditions that could not reasonably have been discovered by the exercise of prudent engineering practice, permits, licenses, and other required authorizations from any

local, state, or federal agency or person for any of the facilities or equipment necessary to provide service hereunder after diligent efforts to obtain same, or restraint by court.

23. **“Hazardous Substances”** means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.
24. **“Installation”** means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.
25. **“Interest”** means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.
26. **“Losses”** means claims, actions, damages, losses, liabilities, costs, and/or expenses including reasonable attorney’s fees.
27. **“Party”** and **“Parties”** are defined in the Preamble.
28. **“Person”** means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.
29. **“Project”** means the entirety of Work to be performed by TEN pursuant to the Scope of Work, and any Change Orders.
30. **“Project Location”** means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.
31. **“Punch List”** means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair Customer’s ability to beneficially operate and utilize such portion of the Work.
32. **“Scope of Work”** means the Work set forth in Schedule D, as modified by any Change Order.
33. **“Substantial Completion”** means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that Customer can take Beneficial Use thereof.
34. **“Substantial Completion Form”** means the certificate issued by TEN to Customer, in accordance with Section 1. A Substantial Completion Form may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. An example of the form is in Schedule L.
35. **“Work”** means the design, procurement, installation, construction, and/or post-construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or used but not actually incorporated in such construction. The Work may include design, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work detailed in Schedule D.

Article 2. CHANGES IN THE WORK

- 2.1 “Changes in the Work” may be accomplished after execution of the Agreement by a “Change Order,” agreed to and acknowledged in writing by the Customer and TEN. Only the Customer's designee for the Project shall have authority to execute such Change Order(s) on behalf of Customer. Such written Change Order shall state the change in the Work, the amount of the adjustment in the Cost of the Work, if any and the extent of any adjustment in the time to perform the Installation Work, if any Agreed to “Changes in the Work” shall be performed as set forth in the Change Order and in accordance with the applicable provisions of the Agreement Documents as amended thereby and with reference to Schedule C. If a Change in the Work affects the Cost of the Work, the Work Schedule, the Project Savings, the projected savings, or any other Agreement Document, then the Customer and TEN shall use their best efforts to mutually agree on the changes and amendments to all necessary Agreement Documents impacted by the requested Change in Work and shall amend them and this Agreement accordingly.
- 2.2 TEN may experience additional costs for reasons which could not reasonably have been anticipated or controlled by TEN. Such circumstances might include but are not limited to the following:
- a) Deletion or substantial modification of scope, at the request of the Customer, previously included in Schedule D;
 - b) New equipment, unrelated to the Project, installed; or, changes to equipment and systems or their operation, changes to utility rates relative to what existed prior to or during the installation of this agreement, or was anticipated in this Agreement approved by the Customer;
 - c) Concealed or unknown conditions, found below the surface, in the environment, or elsewhere in the Premises and/or at Project Locations, which conditions are not ordinarily expected to exist, which have not been previously disclosed to or identified by TEN, or which differ materially from those generally recognized as inherent in work of the character contemplated by this Agreement;
 - d) Changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to the date of the Agreement;
 - e) TEN is delayed in the progress of the Project by the actions or omissions of the Customer, Customer’s employees, others for whom the Customer is responsible, or third persons, changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or other causes beyond TEN’s control including but not limited to wiring, grounding, previous faulty installation, and code violation;
 - f) Additional work that may be requested by the Customer which is beyond the requirements of this Agreement. Work that is not necessitated for implementation of the contracted work is “additional work”.

CUSTOMER FRU

TEN RCC

SCHEDULE C – Customer Streetlight Inventory

Customer contact information: **Nicholas Stoffer, Assistant Public Works Director**
3505 N. Dries Lane
Peoria, Illinois 61604
(309) 494-8823

Additional City contact: **Anthony Corso, Chief Innovation Officer**
456 Fulton Street, Suite 420B
Peoria, Illinois 61602
(309) 494-8561

The scope of the project involves Peoria owned streetlights within city geographical limits as summarized on the following table, and detailed in the Scope of Work in Schedule D:

Description	Quantity
HPS Cobrahead, replaced with new LED cobrahead	1,529
Older LED Cobrahead, replaced with more efficient LED cobrahead	471
HPS flood and shoe box lights, replaced with new LED luminaires	40
HPS Acorn-style decoratives, upgraded with new LED lamp	2,580
Older LED Acorn-style decoratives, upgraded with new LED lamp	384
HPS post-top decoratives, upgraded with new LED lamps	1,038
HPS misc. decoratives, upgraded with new LED lamps	10
Total	6,052

CUSTOMER FPV

TEN RGC

SCHEDULE D – Scope of Work

Summary of the Energy Conservation Measures (ECMs) Included in initial project stage:

ECM#	Current condition and proposed upgrade	Qty
1	Cobra head with legacy lighting source 250 HPS Cobra Head to New LED Cobra 73-watt w/PC (834)	834
2	Cobra head with legacy lighting source 250 HPS Cobra Head SB to New LED Cobra 73-watt w/PC (122)	122
3	Cobra head with legacy lighting source 400 HPS Cobra Head to New LED Cobra 122-watt w/ PC (573)	573
4	Cobra head already LED 50 LED Cobra Head to New LED Cobra 42-watt w/ PC (5)	5
5	Cobra head already LED 70 LED Cobra Head to New LED Cobra 53-watt w/ PC (8)	8
6	Cobra head already LED 85 LED Cobra Head to New LED Cobra 53-watt w/ PC (291)	291
7	Cobra head already LED 100 LED Cobra Head to New LED Cobra 73-watt w/PC (1)	1
8	Cobra head already LED 106 LED Cobra Head to New LED Cobra 73-watt w/PC (6)	6
9	Cobra head already LED 110 LED Cobra Head to New LED Cobra 92-watt w/ PC (14)	14
10	Cobra head already LED 139 LED Cobra Head to New LED Cobra 92-watt w/ PC (6)	6
11	Cobra head already LED 145 LED Cobra Head to New LED Cobra 92-watt w/ PC (1)	1
12	Cobra head already LED 149 LED Cobra Head to New LED Cobra 92-watt w/ PC (9)	9
13	Cobra head already LED 150 LED Cobra Head to New LED Cobra 92-watt w/ PC (13)	13
14	Cobra head already LED 157 LED Cobra Head to New LED Cobra 92-watt w/ PC (12)	12
15	Cobra head already LED 160 LED Cobra Head to New LED Cobra 122-watt w/ PC (70)	70
16	Cobra head already LED 177 LED Cobra Head to New LED Cobra 122-watt w/ PC (6)	6
17	Cobra head already LED 185 LED Cobra Head to New LED Cobra 122-watt w/ PC (1)	1
18	Cobra head already LED 196 LED Cobra Head to New LED Cobra 122-watt w/ PC (5)	5
19	Cobra head already LED 210 LED Cobra Head to New LED Cobra 122-watt w/ PC (6)	6
20	Cobra head already LED 250 LED Cobra Head to New LED Cobra 122-watt w/ PC (6)	6
21	Cobra head already LED 278 LED Cobra Head to New LED Cobra 122-watt w/ PC (11)	11
22	Flood lights - legacy 250 HPS Flood Drop Lens SF to New Flood Light w/ PC (5)	5
23	Flood lights - legacy 250 HPS Flood WM to New Flood Light w/ PC (4)	4
24	Flood lights - legacy 400 HPS Flood YOKE to New Flood Light w/ PC (1)	1
25	Shoe box lights - legacy 250 HPS Shoe box FGL to New LED Shoe Box w/PC (26)	26
26	Shoe box lights - legacy 250 HPS Shoe box FGL 3 to New LED Shoe Box w/PC (3)	3
27	Shoe box lights - legacy 250 HPS Shoe box FGL Area to New LED Shoe Box w/PC (1)	1
28	Acorn - legacy 100 HPS Granville to Ballast By-Pass Screw-in COB (1760)	1760
29	Acorn - legacy 27 LED Granville to Ballast By-Pass Screw-in COB (219)	219
30	Acorn - legacy 60 LED Granville to Ballast By-Pass Screw-in COB (94)	94

31	Acorn - legacy 100 HPS Acorn to Ballast By-Pass Screw-in COB (768)	768
32	Acorn - legacy 50 LED Acorn (likely retrofitted) to Ballast By-Pass Screw-in COB (71)	71
33	Acorn - legacy 100 HPS Granville 2 (Sternberg) to Ballast By-Pass Screw-in COB (52)	52
34	Post-Top (non-Acorn) - legacy 100 HPS Early American to Ballast By-Pass Screw-in COB (575)	575
35	Post-Top (non-Acorn) - legacy 100 HPS Early American 2 to Ballast By-Pass Screw-in COB (7)	7
36	Post-Top (non-Acorn) - legacy 100 HPS Early American 3 to Ballast By-Pass Screw-in COB (31)	31
37	Post-Top (non-Acorn) - legacy 100 HPS Early American 5 to Ballast By-Pass Screw-in COB (6)	6
38	Post-Top (non-Acorn) - legacy 100 HPS Edgewater to Ballast By-Pass Screw-in COB (180)	180
39	Post-Top (non-Acorn) - legacy 100 HPS Globe to Ballast By-Pass Screw-in COB (68)	68
40	Post-Top (non-Acorn) - legacy 100 HPS Globe 5 to Ballast By-Pass Screw-in COB (105)	105
41	Post-Top (non-Acorn) - legacy 100 INC Hexagon to Ballast By-Pass Screw-in COB (3)	3
42	Post-Top (non-Acorn) - legacy 100 HPS Globe 3 to Ballast By-Pass Screw-in COB (63)	63
43	Other legacy decorative 250 HPS Puck Arm to Ballast By-Pass Screw-in COB (7)	7
44	Other legacy decorative 100 HPS Nema to New LED Cobra 42-watt w/ PC (3)	3
	Total quantity of lights to be upgraded:	6,052

The work to be performed on each of the ECM's above is as follows:

Cobrahead replacement (ECM 1 – 21)

- TEN will replace existing HID cobra head or older LED cobra head with new LED cobra head of a pre-determined wattage.
- A new LED-grade long life photocell will be installed.
- Where the customer selects to use a control node in place of a photocell, the node number and location will be recorded for commissioning purposes.

Shoe box and Flood replacement (ECM 22-27)

- TEN will remove existing flood light or shoe box light and replace with a new LED flood light or shoe box light of equal light performance.
- A new LED-grade long life photocell will be installed.
- Where the customer selects to use a control node in place of a photocell, the node number and location will be recorded for commissioning purposes.

Decorative light LED retrofit (ECM 28-44)

- TEN will perform a ballast by-pass retrofit with a new LED screw-in lamp.
- The globe will be removed, and the existing lamp removed along with the existing ballast. The sockets will be wired directly to line voltage originally feeding the ballast (100-277v).
- Replace existing lamp (HID, PL, or LED) with new, more efficient LED lamp.

- If existing lamp is screw-in LED, confirm HID ballast has been removed and install new, more efficient LED screw-in COB lamp.
- Globes will be wiped down inside and out.
- At the customer's request, some globes will be replaced (up to 100 units allocated within project). Locations to be determined during installation.

CUSTOMER FPJ

TEN RCC

SCHEDULE E – Project Schedule

Estimated schedules in this Schedule E is initiated as of the date of the execution of this Agreement.

#	Task	Weeks	Description
1	Final Design Completion	4	TEN shall complete final design of the project within Four (4) weeks of execution of this Agreement
2	Final Design Review/Approved	2	Customer shall review final design within Two (2) weeks of presentation of design documents by TEN and suggest any changes thereto.
3	Utility Rebate Pre-Approval (if applicable)	2	TEN shall complete final utility rebate pre-approval of the project within Two (2) weeks of execution of customer design approval
4	Commence Streetlight Installation	4-5	TEN shall order and secure incremental deliveries of equipment within Four (4) to Five (5) weeks from approval, estimate based on current manufacturer industry commitments and subject to manufacturer changes or delays related to COVID
5	Substantial Completion	20	Within Twenty (20) weeks after installation commencement.
6	Field Utility Approval and Bill Reconciliation	4	Within Four (4) weeks after Substantial Completion
7	Final Completion and Project Acceptance	2	Within Two (2) weeks after final utility/bill reconciliation and punch list completion

Condition Precedent to TEN’s Commencement of Work: Notwithstanding any provision in this Agreement to the contrary, Customer and TEN acknowledge and agree that the Agreement execution must have occurred on or before **July 31, 2020** in order for TEN to complete the Work in accordance with the timing as set forth here and the costs referenced elsewhere. TEN has had no obligation to order Equipment, pay for, or perform any Work with regard to this Project until after the Agreement execution.

CUSTOMER RPJ

TEN RGC

SCHEDULE F – Progress Payment Schedule

1. Phase I and Phase II Work. Customer shall pay TEN as compensation for Phase I Design Work, as defined in Section 1.2 of the Agreement, and Phase II Installation Work, as defined in Section 1.3 of the Agreement, monthly progress amounts. The monthly progress amounts shall be invoiced based upon a percentage of the Phase I and Phase II Work completed and shall contain sufficient documentation to support the invoiced amount.

Phase	Description	Fee \$
1	Design (and Mobilization) Work	\$206,696
2	Installation Work	\$ 1,860,267
	Project Total	\$ 2,066,963

Provision for Variance in Quantities

There is typically a small amount of variation of quantities within the construction phase. In order to ensure Peoria only pays for streetlights that are upgraded, TEN provides the following add/deduct table. If extra lights are added to or removed from the scope during the construction phase, the amounts will be added or deducted from the contract amount. Full reconciliation will occur regularly during construction and reported to the Customer.

All unit pricing is inclusive of all materials and labor:

Add/Deduct item	Approved manufacturer P/N	Add/Deduct Cost
New LED Cobrahead 42-watt w/photocell	ARCH-N-PA1-40-730-U-T2U-AP-10K-PR7	\$272.04
New LED Cobrahead 53-watt w/photocell	ARCH-N-PA1-50-730-U-T2U-AP-10K-PR7	\$277.11
New LED Cobrahead 73-watt w/photocell	ARCH-S-PA1-60-730-U-T3-AP-10K-PR7	\$315.11
New LED Cobrahead 92-watt w/photocell	ARCH-S-PA1-90-730-U-T3-AP-10K-PR7	\$323.97
New LED Cobrahead 122-watt w/photocell	ARCH-M-AF48-120-D-U-T3-7030-4N7-10K-AP	\$424.06
New Flood Light 105-watt w/photocell	RAB FFLED Series Flood	\$505.10
New Flood Light 165-watt w/photocell	RAB FFLED Series Flood	\$546.05
New LED Shoe Box 105-watt w/photocell	RAB ALED Series Shoe Box	\$617.73
New LED screw-in COB lamp 36-watt	RAB HID-36-EX39-830-BYP-PT	\$160.35
New LED screw-in COB lamp 60-watt	RAB HID-63-EX39-830-BYP-PT	\$176.52
New smart lighting control node	Verizon Light Sense 4G LTE NEMA 120-277v	\$93.81
New replacement globe for decorative lights	Various – depends on size and shape	\$212.40

Provision to Utilize Peoria Electricians During Construction

The City has asked TEN to utilize two City-employed electricians during construction. After the City asserted that the two electricians were qualified to do the work, TEN has agreed to include these employees in the delivery of the project. It is the intent of both Parties, with the ultimate decision by the City, to maximize the use of these electricians to retrofit as many of the decorative lights as possible during the scheduled construction period. Monthly during construction, the City will review and approve all project costs prior to releasing funds from the escrow account. The City will be reimbursed on a monthly basis through the completion of the project for the services provided by the City's electricians per the table below:

Description	Payment approach	Amount
LED Upgrade of decorative light, during normal work hours; one City electrician and one City bucket truck; services might include lamp retrofit, equipment operator, GIS data collection, traffic control, material handling	City credit, per installed light	\$50/light
Additional as-needed streetlight upgrade support work; per hour	City credit, per electrician	\$48/hr.
Additional use of City bucket truck; per hour	City credit, per truck	\$40/hr.

2. **Phase III Post-Construction Services.** As compensation for Phase III Post-Construction Services for the Project, as defined in Section 1.4 of the Agreement, Customer shall pay an Annual M&V Fee at the end of each Measurement Year, as defined in Schedule H, for the term as set forth below:

Measurement Year	Annual M&V Fee
Year 1	\$12,000
Year 2	\$12,360
Year 3	\$12,731

Note: Customer, at its discretion, may shorten or extend the duration of M&V Services

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SCHEDULE G – Standards of Streetlight Operations

The following monthly billing hours from Ameren are used to evaluate the energy conservation measures in this project.

If Ameren adjusts their burn hours and hence billing calculations in the future, adjustments to projected savings and baselines may be necessary using the guidelines and methodologies outlined in Schedule H.

Ameren Illinois Company d/b/a Ameren Illinois														
<u>MONTHLY KWH PER FIXTURE FOR BILLING PURPOSES</u>														
Billing Month:	<u>Jan.</u>	<u>Feb.</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Total</u>	<u>Ave/Month</u>
Burning Hours:	408	347	346	301	279	255	272	298	322	368	387	417	4,000	333
Monthly Burn Hour Factor:	0.10200	0.08675	0.08650	0.07525	0.06975	0.06375	0.06800	0.07450	0.08050	0.09200	0.09675	0.10425	1	

CUSTOMER FPU

TEN RBC

SCHEDULE H – Measurement & Verification Services

TEN shall provide measurement and verification services (M&V) to confirm Project Savings levels as specified in Schedule I – Estimated Savings.

Article I. Definitions:

Capitalized terms used in this Schedule H and not defined in the Agreement, have the meanings set forth below:

“Accumulated Savings” means, as of any date of determination, the cumulative total of Excess Savings.

“Actual Energy Rate” means, for any Measurement Period, utility rates calculated by TEN using actual utility billing information supplied by the Customer for that Measurement Period.

“Annual M&V Fee” means a fee payable annually by Customer to TEN as detailed in Schedule F- Progress Payment Schedule.

“Assessment Work” means work required to assess the effect on Achieved Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

“Base Energy Rate” means the dollars per energy unit for each building and/or each ECM, set forth in this Schedule H, and used by TEN to calculate the Achieved Savings.

“Baseline” means the energy use established by TEN from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

“Achieved Savings” means the savings in units of dollars (\$) calculated by TEN in the manner set forth in this Schedule H, achieved through the reduction in energy and water consumption or demand through implementation of the Work.

“Energy Conservation Measures” means the various items of equipment (including all hardware and software, if any), devices or materials installed by TEN in the Premises for the purpose of improving the utility and/or operating efficiency, reducing utility consumption, or reducing the utility and/or operating costs of the Premises. Specific Energy Conservation Measures are further described in Schedule D, Scope of Work.

“Energy Rate Factors” means factors identified by TEN which may affect utility rates from the local utility companies.

“Project Report” is defined in this Schedule H.

“Project Term” means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the year four (4) anniversary of the M&V Commencement Date; (ii) the termination of the Agreement; (iii) the termination by Customer of the M&V Services in accordance with this Schedule H or (iv) the failure by Customer to pay the Annual M&V Fee in accordance with Schedule F and/or Schedule H.

“Energy Unit Savings” means the savings in units of energy, power, water, etc., calculated by TEN in the manner set forth in this Schedule H, achieved through the reduction in consumption or demand through implementation of the Work.

“Energy Use Factors” means factors identified by TEN which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and

scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

“Energy Use Savings” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

“Estimated Savings” means for any Measurement Period, the dollar amount set forth in Schedule I for such Measurement Period, which are projected to occur as a result of the Work described in Schedule D but are not guaranteed. These savings may be adjusted from time to time by TEN for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.

“Excess Savings” means the excess of Achieved Savings over Estimated Savings, calculated in the manner set forth in this Schedule H.

“IPMVP” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“Measurement Year” means that during the Project Term, the first Measurement Year shall commence on the Acceptance Date, as defined in Schedule B and each succeeding Measurement Year shall commence on each successive anniversary of the Acceptance Date thereafter.

“Projected Energy Savings” means those Energy Unit Savings, which TEN anticipates will be realized from the installation and continued operation of the Work, as set forth in this Schedule H.

“Stipulated Non-Energy Savings” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in non-energy costs due to the implementation of the Work. Stipulated Non-Energy Savings will be stipulated by the Parties and set forth in this Schedule H.]

Article II. Measurement & Verification Terms and Conditions

Changes in Energy Use Factors.

- i. Adjustments to Baselines. Customer will notify TEN in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by TEN during or before the Project Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. TEN will determine the effect that any such change will have on Achieved Savings and present to Customer a written analysis of the effects of such changes. TEN will also make corresponding revisions to the Baselines and/or Achieved Savings that it deems appropriate in its reasonable discretion.
- ii. Adjustments to Estimated Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of Achieved Savings, then the Estimated Savings for the corresponding Measurement Period(s) will be decreased by the same amount. TEN will notify Customer, in writing, of all such changes.
- iii. Changes to Facilities. Customer or TEN may from time to time propose to make changes to the Facilities for the express purpose of increasing Achieved Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).

- iv. **Baseline Adjustment.** If TEN proposes changes to the Facilities that would not unreasonably interfere with the conduct of Customer's business or cause Customer to incur additional costs, and Customer does not consent to the changes, then TEN will adjust the Baselines upward by the amount of savings projected from the changes.
- v. **Projected Energy Savings.** During the Project Term, when the ultimate effect of the Work on Achieved Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by TEN.
- vi. **Assessment Work.** TEN has the right to charge Customer for Assessment Work, which will be billed at current TEN engineering rates and will be paid by Customer within thirty (30) calendar days after receiving TEN's invoice. Before initiating Assessment Work, TEN will notify Customer in writing of the intent and estimated cost associated with the Assessment Work. Customer will, within forty-five (45) calendar days, give TEN written permission to proceed or, alternatively at no charge to TEN, to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Estimated Savings for such Measurement Period and thereafter. If TEN does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Customer approves the Assessment Work.
- vii. **Changes in Energy Use Factors.** If Customer fails to notify TEN of changes in Energy Use Factors or fails to supply TEN in a timely manner with information that is requested by TEN for the calculation of Achieved Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. **Change Order – Savings Effect.** TEN will calculate the energy impact of any Change Orders.
- ix. **Changes in Savings Calculations.** Any changes made by TEN to the savings calculations will be presented to Customer in advance. Customer will have thirty (30) calendar days to challenge or question the changes in writing.
- x. **Inspection of Facilities.** Customer agrees that TEN will have the right, with or without prior notice, to inspect the Facilities to determine if Customer has consistently complied with its obligations as set forth above. If any inspection discloses that Customer has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Estimated Savings will be assumed to have been achieved for the portion of the Project Term during which such failure will have existed.

C. Customer Maintenance.

Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Customer will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by TEN and by the manufacturers of the relevant equipment.

D. Project Report.

Annually during the Project Term, TEN will submit to Customer an energy savings report containing a precise calculation of the Achieved Savings during the applicable Measurement Period (a "Project

Report”). TEN will use its best efforts to submit such Project Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the Achieved Savings, in which case Customer will be notified of such a situation within the ninety (90) calendar-day period.

E. On-Site Measurements. Customer irrevocably grants to TEN the right, during the Project Term, to monitor Achieved Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. TEN will not exercise such right in a manner that unreasonably interferes with the business of Customer as conducted at the Facilities as of the date hereof. Customer will cooperate fully with the exercise of such right by TEN pursuant to this Schedule H. Customer will further cooperate with TEN’ performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by TEN.

F. Termination of Measurement & Verification Services.

If (i) Customer notifies TEN in writing of its intent to terminate the M&V Services, (ii) the Agreement is terminated by TEN for default by Customer or by Customer for any reason permitted by the Agreement, or (iii) Customer fails to maintain the Project in accordance with this Schedule H, or is in default of any of its other obligations under this Schedule H, the obligation of TEN to prepare and deliver the Project Report will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, TEN will have no obligation to prepare and deliver a Project Report for such Measurement Period.

G. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by TEN to Customer in a lump sum. Customer, or its designee, will pay TEN such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Customer gives TEN prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Schedule H will be a material default by Customer under the Agreement, and TEN, in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

H. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the difference, to the extent positive, between (i) the Estimated Savings for such Measurement Period minus (ii) the Achieved Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of Achieved Savings. Achieved Savings for any Measurement Period will be equal to the sum, for such Measurement Period, of (i) the Energy Use Savings, plus (ii) the Stipulated Non-Energy Savings, [Remove if this concept not used: [plus (iii) the Fuel Switch Savings,] [plus (iv) Energy Rate Reduction Savings,] in each case as adjusted for changes in Energy Use Factors during such Measurement Period. Achieved Savings achieved during the Construction Period will be included in the Achieved Savings for the first Measurement Period.

- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by TEN as the product of (i) the Energy Unit Savings multiplied by (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by TEN as the difference, to the extent positive, between (i) the Achieved Savings for the relevant Measurement Period minus (ii) the Estimated Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by TEN in the manner set forth in this Schedule H. For the avoidance of doubt, Excess Savings will not be reduced below zero.

Savings Measurement and Verification Methods

Energy savings for an LED street lighting upgrade project are determined by comparing annual energy use before and after the installation of the upgraded technology. The objectives of the M&V process are to document the annual energy savings achieved by the project. Energy use patterns are studied before and after the installation, and the annual energy savings are calculated as the difference between energy use before and after implementation (base year and post-retrofit energy use).

TEN shall verify the Actual Project Dollar Savings Amount after ECM commissioning as outlined in the table below and agreed upon by Customer and TEN, in accordance with Option C of the International Performance Measurement and Verification Protocol (“IPMVP”).

Table H-1: Specifics of the M&V Approach

Lighting Efficiency Project	Pre-Variable	Post Variable
LED Street Lighting Upgrade	Wattage and tariff hours (as indicated on electric bill)	Manufacturer’s specification wattage; tariff hours (as indicated on electric bill)

- 1. M&V Option C: Option C verification techniques calculate savings by comparing the post-retrofit overall energy use of the streetlighting with pre-retrofit energy Baselines.
 - a. *Energy Savings = Base year Energy Use – Post-Retrofit Energy Use*

Base year Energy Use: The Ameren electric bill will be used to arrive at the base year power (wattage) of the fixtures. The Ameren DS-5 rate tariff stipulates the hours of operation for the streetlights (See Table H-3 in this Schedule H).

Post-Retrofit Energy Use: TEN will provide Ameren with the final as-built audit along with manufacturer’s product data sheets specifying the fixtures’ power consumption (wattage), and Ameren will adjust the electric usage on the City of Peoria’s electric bill. The control system also provides real time power draw to further confirm the manufacturer’s specifications.

For M&V purposes, consideration should be given to predictability, measurability, and the likely impact of all plausible factors for the following categories.

- Appropriate use of the lighting system equipment consistent with manufacturer & training guidelines.
- Appropriate use of non-lighting system equipment impacting performance.
- Equipment deterioration, both lighting systems -related and non-related.
- Equipment life, both lighting systems and non-related.

b. Measurement & Verification Scope of Work

TEN will calculate the energy savings for the lighting by multiplying the energy savings for each applicable LBC (lamp and ballast combination) by the approved incremental energy costs. The results of these calculations are summed for total electric energy savings.

TEN will calculate the energy savings under this ECM using the following formulas:

$$ES_{LIGHTING} = (P_{base} \times N_{base} - P_{post} \times N_{post}) * H_{base}$$

Where:

ESLIGHTING	Energy savings, in kWh, for the lighting retrofits
Pbase	Electrical power, in kW, per fixture for appropriate baseline LBC group
Ppost	Electrical power, in kW, per fixture for appropriate post-installation LBC group
Hbase	Existing annual operating hours defined by fixture's pre hours group
Nbase	Number of fixtures in representative baseline LBC group
Npost	Number of fixtures in representative post-installation LBC group

During construction, TEN will update the information in the ArcGIS system to reflect the actual existing lamp and source along with the new LED wattage and part number. Without an inventory from Ameren on the existing "Peoria owned" streetlights, we will not be able to determine which of the 4,852 of the 7,722 audited locations are the actual lights on the "customer owned" bill. Luminaires on the metered utility bills will reflect the energy saved once they are retrofitted but again, we are unable to determine which of these lights are on which account. Therefore, TEN will supply information to the City so they can update the Ameren billing to reflect the new LED products installed. See copy of the Ameren bill below.

Table H-2: Peoria-Owned Streetlighting Bill

24210-19014	419 FULTON ST,, CUST OWNED LIGHTS, PEORIA, IL 61602	Jan 17, 2020			
SUMMARY					
Lighting kWh	Service To 01/17/2020	472743.0000	Lighting Non-Summer kWh	Service To 01/17/2020	472743.0000
OPTIONAL OUTDOOR PROTECTIVE LIGHTING SERVICE BILLING DETAIL - Rate Zone II					
DS-5 Cust Owned Non-Residential Lighting					
Customer Charge			Service From 12/16/2019	to 01/17/2020	
Distribution Delivery Charge	472,743.00 kWh	@ \$.01065000	\$5,034.71		
Total Delivery Service Amount					\$5,061.10
BGS-5 Basic Generation Service					
Purchased Electric Non-Summer	472,743.00 kWh	@ \$.03109000	\$14,697.58	Service From 12/16/2019	to 01/17/2020
Purchased Electricity Adjustment	472,743.00 kWh	@ -.00034749	-\$164.27		
Supply Cost Adjustment	472,743.00 kWh	@ \$.00028936	\$136.79		
Transmission Service Charge	472,743.00 kWh	@ \$.00828000	\$3,914.31		
Total Supply Amount					\$18,584.41
Taxes					
Clean Energy Assistance Charge	472,743.00 kWh	@ \$.00176000	\$832.03	Service From 12/16/2019	to 01/17/2020
Renewable Energy Adjustment	472,743.00 kWh	@ \$.00181000	\$855.66		
EDT Cost Recovery	472,743.00 kWh	@ \$.00121680	\$575.23		
Energy Efficiency Programs Charge	472,743.00 kWh	@ \$.00239000	\$1,129.86		
Peoria Municipal Tax			\$1,172.10		
Illinois State Electricity Excise Tax			\$1,418.27		
Total Tax Related Charges					\$5,983.15
Total Optional Outdoor Protective Lighting					\$29,628.66

QUANTITY	DESCRIPTION	MONTHLY RATE	PRORATE FACTOR	AMOUNT	DATE SERVICE TO
40	100 W MH-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
2333	100 W SV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
93	175 W MV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
6	250 W MV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
322	100 W MV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
103	400 W MV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
691	400 W SV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
1068	250 W SV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
37	700 W MV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
43	150 W SV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
11	1000W MV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
49	70 W SV-Energy Only	0.00	1.0000000	0.00	Jan 17, 2020
24	133 W INC-Energy Onl	0.00	1.0000000	0.00	Jan 17, 2020
25	295 W INC-Energy Onl	0.00	1.0000000	0.00	Jan 17, 2020
7	189 W INC-Energy Onl	0.00	1.0000000	0.00	Jan 17, 2020

Existing wattages are based on the Cities input and confidence in maintenance over the years and what has been replaced as far as lamps and ballasts in which type of luminaire. Although this was not 100% accurately available during the IGA Phase, TEN will gain accuracy during the actual installation process and reconcile the fixture quantities and lamp types as part of TEN's as-built deliverables to the City.

Table H-3: Ameren 2020 Tariff DS-5 Hours of Use

The hours used for calculating kWh are based on the Ameren 2020 DS-5 Tariff shown below and are stipulated for the purposes of calculating the Estimated Savings shown in Schedule I.

Ameren Illinois Company d/b/a Ameren Illinois														
MONTHLY KWH PER FIXTURE FOR BILLING PURPOSES														
Billing Month:	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Total	Ave/Month
Burning Hours:	408	347	346	301	279	255	272	298	322	368	367	417	4,000	333
Monthly Burn Hour Factor:	0.10200	0.08675	0.08650	0.07525	0.06975	0.06375	0.06800	0.07450	0.08050	0.09200	0.09675	0.10425	1	

Table H-4: Option C Baseline Consumption and Estimated Savings

Streetlight Upgrade (and Fixture Quantity)	Base-Year Energy Usage kWh	Post-Retrofit Energy Usage kWh	Total Estimated Savings kWh
Cobra head with legacy lighting source 250 HPS Cobra Head to New LED Cobra 73-watt w/PC (834)	1,000,800	243,528	757,272
Cobra head with legacy lighting source 250 HPS Cobra Head SB to New LED Cobra 73-watt w/PC (122)	146,400	35,624	110,776
Cobra head with legacy lighting source 400 HPS Cobra Head to New LED Cobra 122-watt w/ PC (573)	1,077,240	279,624	797,616
Cobra head already LED 50 LED Cobra Head to New LED Cobra 42-watt w/ PC (5)	1,000	840	160
Cobra head already LED 70 LED Cobra Head to New LED Cobra 53-watt w/ PC (8)	2,240	1,696	544
Cobra head already LED 85 LED Cobra Head to New LED Cobra 53-watt w/ PC (291)	98,940	61,692	37,248
Cobra head already LED 100 LED Cobra Head to New LED Cobra 73-watt w/PC (1)	400	292	108
Cobra head already LED 106 LED Cobra Head to New LED Cobra 73-watt w/PC (6)	2,544	1,752	792
Cobra head already LED 110 LED Cobra Head to New LED Cobra 92-watt w/ PC (14)	6,160	4,088	2,072
Cobra head already LED 139 LED Cobra Head to New LED Cobra 92-watt w/ PC (6)	3,336	2,208	1,128
Cobra head already LED 145 LED Cobra Head to New LED Cobra 92-watt w/ PC (1)	580	368	212
Cobra head already LED 149 LED Cobra Head to New LED Cobra 92-watt w/ PC (9)	5,364	3,312	2,052
Cobra head already LED 150 LED Cobra Head to New LED Cobra 92-watt w/ PC (13)	7,800	4,784	3,016
Cobra head already LED 157 LED Cobra Head to New LED Cobra 92-watt w/ PC (12)	7,536	4,416	3,120
Cobra head already LED 160 LED Cobra Head to New LED Cobra 122-watt w/ PC (70)	44,800	34,160	10,640
Cobra head already LED 177 LED Cobra Head to New LED Cobra 122-watt w/ PC (6)	4,248	2,928	1,320
Cobra head already LED 185 LED Cobra Head to New LED Cobra 122-watt w/ PC (1)	740	488	252
Cobra head already LED 196 LED Cobra Head to New LED Cobra 122-watt w/ PC (5)	3,920	2,440	1,480
Cobra head already LED 210 LED Cobra Head to New LED Cobra 122-watt w/ PC (6)	5,040	2,928	2,112
Cobra head already LED 250 LED Cobra Head to New LED Cobra 122-watt w/ PC (6)	6,000	2,928	3,072
Cobra head already LED 278 LED Cobra Head to New LED Cobra 122-watt w/ PC (11)	12,232	5,368	6,864
Flood lights - legacy 250 HPS Flood Drop Lens SF to New Flood Light w/ PC (5)	6,000	2,100	3,900
Flood lights - legacy 250 HPS Flood WM to New Flood Light w/ PC (4)	4,800	1,680	3,120
Flood lights - legacy 400 HPS Flood YOKE to New Flood Light w/ PC (1)	1,880	660	1,220
Shoe box lights - legacy 250 HPS Shoe box FGL to New LED Shoe Box w/PC (26)	31,200	10,920	20,280
Shoe box lights - legacy 250 HPS Shoe box FGL 3 to New LED Shoe Box w/PC (3)	3,600	1,260	2,340
Shoe box lights - legacy 250 HPS Shoe box FGL Area to New LED Shoe Box w/PC (1)	1,200	420	780
Acorn - legacy 100 HPS Granville to Ballast By-Pass Screw-in COB (1760)	887,040	253,440	633,600
Acorn - legacy 27 LED Granville to Ballast By-Pass Screw-in COB (219)	23,652	31,536	-7,884
Acorn - legacy 60 LED Granville to Ballast By-Pass Screw-in COB (94)	22,560	13,536	9,024
Acorn - legacy 100 HPS Acorn to Ballast By-Pass Screw-in COB (768)	387,072	110,592	276,480
Acorn - legacy 50 LED Acorn (likely retrofitted) to Ballast By-Pass Screw-in COB (71)	14,200	10,224	3,976
Acorn - legacy 100 HPS Granville 2 (Sternberg) to Ballast By-Pass Screw-in COB (52)	26,208	7,488	18,720
Post-Top (non-Acorn) - legacy 100 HPS Early American to Ballast By-Pass Screw-in COB (575)	289,800	82,800	207,000
Post-Top (non-Acorn) - legacy 100 HPS Early American 2 to Ballast By-Pass Screw-in COB (7)	3,528	1,008	2,520
Post-Top (non-Acorn) - legacy 100 HPS Early American 3 to Ballast By-Pass Screw-in COB (31)	15,624	4,464	11,160
Post-Top (non-Acorn) - legacy 100 HPS Early American 5 to Ballast By-Pass Screw-in COB (6)	3,024	864	2,160
Post-Top (non-Acorn) - legacy 100 HPS Edgewater to Ballast By-Pass Screw-in COB (180)	90,720	25,920	64,800

Post-Top (non-Acorn) - legacy 100 HPS Globe to Ballast By-Pass Screw-in COB (68)	34,272	9,792	24,480
Post-Top (non-Acorn) - legacy 100 HPS Globe 5 to Ballast By-Pass Screw-in COB (105)	52,920	15,120	37,800
Post-Top (non-Acorn) - legacy 100 INC Hexagon to Ballast By-Pass Screw-in COB (3)	1,200	432	768
Post-Top (non-Acorn) - legacy 100 HPS Globe 3 to Ballast By-Pass Screw-in COB (63)	31,752	9,072	22,680
Other legacy decorative 250 HPS Puck Arm to Ballast By-Pass Screw-in COB (7)	8,400	1,680	6,720
Other legacy decorative 100 HPS Nema to New LED Cobra 42-watt w/ PC (3)	1,512	504	1,008
Total	4,379,484	1,290,976	3,088,508

Stipulated Savings: When the cost, complexity, or uncertainty of savings measurements are high as compared to the projected savings, Customer and TEN may agree to stipulate the projected Energy Unit Savings as being achieved, without any measurements being taken. For the Stipulated Option, the Actual Project Dollar Savings Amount presented below will be agreed to occur each Measurement Year. During the Construction Period, the Actual Project Dollar Savings Amount will be calculated by adding the savings projected for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.

Stipulated Non-Energy \$ Savings: The following dollar savings have been calculated by TEN from the installation of the ECMs and have been agreed to by Customer and will not be measured. The sum of these savings for each Measurement Year will be added to the Actual Project Dollar Savings Amount for that Measurement Period.

Table H-5: Stipulated Non-Energy Savings

Measurement Year	Operation and Maintenance Savings
1	\$10,973
2	\$11,302
3	\$11,641

Base Utility Rates

Actual Project Dollar Savings Amount will be calculated using the Base Energy Rates or Actual Energy Rates for that account, whichever results in greater Achieved Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Proposal.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis, as indicated by the Annual Escalation Rate in the table below, beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Year thereafter.

The Base Energy Rates shown in the table below is based on the January 2020 bill supplied by the City.

Table H-6: Base Energy Rates

Utility	Energy Rate, \$/kWh	Annual Escalation Rate
Ameren & taxes	\$ 0.0178268	2%
Homefield Energy	\$ 0.0393119	2%
Total	\$0.0571387	2%

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SCHEDULE I – Projected Savings

The projected savings is identified as follows:

Year	Estimated Annual Savings
1	\$187,447
2	\$191,306
3	\$195,245

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SCHEDULE J – Financial Summary

The following table summarizes the financials of the project, including savings and debt service calculations.

YEAR	COST SAVINGS			PROGRAM COSTS		CITY POSITIVE CASH FLOW	
Year	Energy	O&M	Total	Debt Service	M&V	Annual	Cumulative
0	Construction period						
1	\$176,474	\$10,973	\$187,447	\$174,367	\$12,000	\$1,080	\$1,080
2	\$180,004	\$11,302	\$191,306	\$178,067	\$12,360	\$879	\$1,958
3	\$183,604	\$11,641	\$195,245	\$181,867	\$12,731	\$647	\$2,605
4	\$187,276	\$11,990	\$199,266	\$198,667	\$0	\$599	\$3,204
5	\$191,021	\$12,350	\$203,371	\$202,967	\$0	\$404	\$3,608
6	\$194,842	\$12,720	\$207,562	\$207,167	\$0	\$395	\$4,003
7	\$198,739	\$13,102	\$211,841	\$211,467	\$0	\$374	\$4,377
8	\$202,713	\$13,495	\$216,208	\$215,867	\$0	\$341	\$4,718
9	\$206,768	\$13,900	\$220,668	\$220,367	\$0	\$301	\$5,019
10	\$210,903	\$14,317	\$225,220	\$224,967	\$0	\$253	\$5,272
11	\$215,121	\$14,746	\$229,868	\$229,617	\$0	\$250	\$5,522
12	\$219,424	\$15,189	\$234,612	\$234,367	\$0	\$245	\$5,767
13	\$223,812	\$15,644	\$239,456	\$239,217	\$0	\$239	\$6,007
14 *	\$114,144	\$8,057	\$122,201	\$122,034	\$0	\$167	\$6,174

* Project debt service expected to be 13.5 years, so year 14 only contains 6 months of payments and savings

In addition to the above positive cash flows each year, the City can expect significant rebates for installed lighting that is expected to generate the following:

REBATE AMOUNT	REBATE TIMING
\$ 100,000 ⁽¹⁾	During construction as product is purchased to be installed
\$ 330,000 ⁽¹⁾	Upon completion of project and verification of installation

(1) Rebate estimates are based on currently available rebates at the time of this report and may change

Payback Calculation	
Selected Project Cost	\$ 2,066,963
Estimated Utility Rebates	\$ 430,000
Total Project Cost Less Rebate	\$ 1,634,018
Annual Utility Dollar Savings	\$ 176,474
Annual Operational & Maintenance Savings	\$ 10,973
Total Estimated First Year Project Savings	\$ 187,447
Payback Period (Years)	13.5

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SCHEDULE K – Lighting Design Summary

Below is an overall project summary for the project. For more details, please refer to the line by line summary, Appendix B.

QUANTITY SUMMARY OF PROPOSED STREETLIGHTING UPGRADES	
Retrofit Type	# of Luminaires
HPS cobraheads, replaced with new LED cobraheads	1,529
Older LED cobraheads, replaced with more efficient LED cobraheads	471
HPS flood and shoebox lights, replaced with new LED luminaires	40
HPS Acorn-style decoratives, upgraded with new LED lamps	2580
Older LED Acorn-style decoratives, upgraded with new LED lamps	384
HPS post-top decoratives, upgraded with new LED lamps	1038
HPS miscellaneous decoratives, upgraded with new LED lamps	10
Total # of new LED lights to be installed	6,052
Replacement (new luminaire)	2,040
Retrofit	4,012
No replacement / No retrofit (leave as-is)	1,028
Totals Peoria-owned luminaires	7,080

Quantities are expected to change slightly during construction. A fully reconciled as-built will be provided to the Customer reflecting actual quantities.

TEN's lighting audit attempts to provide for a thorough survey of all lighting systems. However, given the number of locations and uncertainty of pole ownership, there can be discrepancies between the audit counts and estimated wattages, and the actual counts and wattages of the actual fixtures in the field. While we have a limited contingency to address small changes, our costing is based upon the line by line audit provided in the Appendix, which shall take precedence in the description of the Scope of Work. Significant deviations, should they occur, will be treated as change orders, of which TEN will not proceed unless approval is provided by the Customer.

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SCHEDULE L – Substantial Completion Form Example



THE EFFICIENCY NETWORK
CONSTRUCTION SUBSTANTIAL REPORT

Sample Project

Date Completed:
Deficiencies: 0

Subcontractors / Suppliers

Name	Phone	Contribution
ABC Contracting	(412) 555-5555	Scope of Work

TEN Project Manager

Customer Authorized Signature: Sample
Customer

TEN Authorized Signature: Ten Project Manager

SCHEDULE M – Final Completion Form Example



Sample Project

Contract Date:	2/14/2019
Substantial Completion Date:	1/15/2020
Final Acceptance Date:	1/31/2020

The Final Acceptance Date of the Work is hereby certified by the Customer. The Work is fully complete and operational, satisfactory, and acceptable for all purposes of the Contract Agreement, in accordance with the Contract Documents.

TEN Project Manager

Customer Authorized Signature:

TEN Authorized Signature: Ten Project Manager

SCHEDULE N – Optional Future Project Stages

In developing the existing scope of work, several other potential areas of work were identified by the City as possible areas of interest. While various factors prevented these items from being accepted into the initial stage of work, the City retains the right to revisit these items during the duration of this agreement, and subsequently add them as Future Stages as the City deems necessary.

Option #	Future Phase Work Considerations
A	Upgrade of streetlights currently owned by Ameren <ul style="list-style-type: none"> • Mostly cobrahead lights on wooden poles • Very similar scope of work and cost as Peoria-owned cobraheads (initial phase)
B	Installation of additional lighting control nodes <ul style="list-style-type: none"> • First stage of project includes 500 NEMA control nodes for cobrahead fixtures • Additional scope could include more nodes, or nodes for decorative fixtures
C	Install various Smart City devices and applications <ul style="list-style-type: none"> • The RFP defined areas of interest, including advanced traffic signal controls, parking control and enforcement, pedestrian and traffic counts, Wi-Fi, public information kiosks, electric vehicle charging, and other public safety functions.
D	Install road temperature sensors <ul style="list-style-type: none"> • Public works would like to improve their snow plowing and deicing efficiency; this would require identification of the proper sensor technology to detect road temperatures and report back to DPW
E	Upgrade other streetlights or area lights <ul style="list-style-type: none"> • City discussed possibly upgrading some County- or State-owned lights for which Peoria provides maintenance or pays the utility costs • The City also defined lights in Peoria parks which might need to be upgraded

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APPENDIX A – TEN CERTIFICATE OF INSURANCES

Upon execution of this Agreement by both Parties, TEN will forward to Customer a Certificate of Liability Insurance with similar coverages to that below, naming the Customer as Additional Insured.

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE(MM/DD/YYYY) 09/18/2020	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA				CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:			
INSURED The Efficiency Network, Inc 1501 Reedsdale Street, Suite 401 Pittsburgh PA 15233 USA				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A: Crum & Forster Specialty Insurance Co. 44520		INSURER B: The Phoenix Insurance Company 25623	
				INSURER C: Travelers Casualty Ins Co of America 19046		INSURER D:	
				INSURER E:		INSURER F:	
COVERAGES		CERTIFICATE NUMBER: 570081776292		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.							
						Limits shown are as requested	
INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBRT WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPK127739	08/01/2019	10/31/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N919144-19-13-G	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEED <input type="checkbox"/> RETENTION			EFX113204	08/01/2019	10/31/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	UB-73687818-19-13-G	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-CA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.							
CERTIFICATE HOLDER				CANCELLATION			
The Efficiency Network, Inc. 1501 Reedsdale Street, Suite 401 Pittsburgh PA 15233 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>			

APPENDIX B – LIGHTING LINE-BY-LINE DETAIL

Attached is a detailed line-by-line of the project's lighting scope.

Within the Appendix, there is delineation between:

B.1. Scope of Work Included in the Project

B.2. Locations Excluded from the Project

B.3. Locations Not Currently Owned by Peoria and Also Excluded