

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 29th day of September, 2016, by and between Performance Services, Inc. (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES.

Project: Milwaukee Public Schools Guaranteed Energy Savings Project (the “Project”)

Contractor shall specifically perform the following tasks:

Contractor shall provide energy conservation measures (“ECMs”) for MPS at the Project, as first described in the PSI Proposal to MPS dated May 30th, 2016, summarized and attached hereto as **Exhibit A** (the "Proposal"), and as further described in the Improvement List, attached hereto as **Exhibit B** (the “Improvement List”). PSI shall cause the ECMs to be installed in accordance with the Proposal and Improvement List and in accordance with **Exhibit D** (“MPS Construction Contract Requirements”) and the timeline provided in **Exhibit E** (the “Schedule”). PSI has guaranteed the savings due to the installation of the ECMs as set forth in the Proposal and the Performance Guarantee, attached hereto as **Exhibit C** (the “Guarantee”).

PSI shall provide MPS with the work and the services set forth in the Scope of Work above (“Work”), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. MPS and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by MPS. In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by PSI, PSI’s Improvement List and PSI’s plan, plan notes and scope documents generated therefrom, shall be given precedence over all other documents.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract.

2. CONTRACT PRICE. The Contract Price shall not exceed Seven Million Six Hundred Thirty One Thousand Seven Hundred Eight Nine and 00/100 Dollars (\$7,631,789.00).

The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the “Contract Price”). Within ten (10) days of execution of the Contract, MPS shall pay to PSI five percent (5%) of the Contract Price as a mobilization fee and design costs upon invoice. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments within 20 days of receipt of an accepted invoice for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. There shall be 2.5% retainage withheld from all payments made under this Contract. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Contract is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. “Substantial Completion” is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that MPS can occupy or utilize the Work for its intended use, and is accepted via signature by MPS. Upon Substantial Completion, individual Facility Improvement Measures (FIMs) can be invoiced in full. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. Any performance guarantee, as set forth in the Performance Guarantee, shall not commence or become effective until such final payment is received by PSI. No back charges or claim of MPS for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that MPS fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to MPS, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and MPS shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and MPS agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on MPS’s operations of its facility. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

MPS – Dept. of Facilities and Maintenance Services
ATTN: Linda Dahl, Contract Clerk
P.O. Box 05259
Milwaukee, Wisconsin 53205-0259

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

3. NON APPROPRIATION OF FUNDS. This Contract is contingent upon the appropriation of sufficient funds by Milwaukee Board of School Directors. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

4. SCHEDULE. After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract (“Contract Time”). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom the PSI is responsible, or due to any act, omission or neglect of MPS or anyone under MPS’s control, including but not limited to: delays, hindrances or interferences caused by MPS, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God.

5. WARRANTY. PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion (“Warranty Period”). During the Warranty Period, upon fourteen days (14) written notice from MPS, PSI shall, at its option, repair or replace the defective Work. PSI’s warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work.

Nothing in the warranties provided herein are intended to limit any manufacturer’s warranty which provides MPS with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer’s warranty and all other rights against manufacturers of materials and equipment and MPS accepts such assignment for all materials and equipment incorporated into the Work. MPS agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide MPS with all manufacturers’ warranties upon expiration of the Warranty Period.

6. CONCEALED OR UNKNOWN CONDITIONS. Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI’s Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI for any increased costs.

7. MPS SCOPE MODIFICATIONS. PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that MPS modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of MPS; provided, that work performed without

the written directive of MPS, but made necessary by an emergency involving an immediate threat to the safety of persons or property, or the non-performance of which would impair the efficiency, scheduling or coordination of the work of MPS, PSI or PSI's subcontractors, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by MPS to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of ten percent (10%) for overhead and an allowance of five percent (5%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.

8. NON-DISCRIMINATION. In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

9. INDEMNITY. Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its Subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS by third parties as a result of the willful misconduct or the negligent actions or omissions of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity as a consequence of the willful misconduct or negligent actions or omissions of the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

10. BACKGROUND CHECKS. Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

11. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY. Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

	Statutory Limits
Workers' Compensation	
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence
Professional Liability	\$2,000,000 per claim/\$2,000,000 aggregate
Builder's Risk	Sufficient to cover project costs at risk

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

Contractor shall purchase Builder's Risk coverage sufficient to cover project costs at risk. Contractor shall submit the policy and/or the policy's declarations page and invoice for the actual cost of Builder's Risk coverage to be passed through to and reimbursed by MPS.

MPS shall assume full responsibility for any risk of loss to the Work. MPS shall also procure and maintain property insurance upon the entire Project and premises, in an amount equal to the total value of the entire Project and premises, including the Work, on all real and personal property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance shall insure against the risks and perils of fire and extended coverage, collapse, flood, earthquake, debris removal and other perils or causes of loss, including physical loss or damage to the Work and any materials or equipment in transit, at the Project Site or at another off-site storage location. All materials and equipment shall be bid, purchased, and transferred to the Owner tax free upon installation in accordance with WI Act 126 "Sales and Use Tax Exemption for Building Materials That Become Part of a Nonprofit or Government Facility" and the subsequent statutory language contained in WI Statute 77.54 (9m). MPS shall provide Contractor a WI Department of Revenue form S-211 WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE, for this purpose.

12. BONDS. Prior to commencement of the Work, PSI shall execute and deliver to MPS a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

PSI shall also execute and deliver to MPS an Energy Savings Performance Bond not less than 30 days of closing final acceptance of the Project and PSI's Work and upon payment in full of the entire Contract Price. The Energy Savings Performance Bond shall assure the faithful performance of the annual Guaranteed Savings Amount, ("GSA") as provided in the Performance Guarantee Agreement (the "Guarantee"). The Energy Savings Performance Bond shall only be required to cover a two year portion of the GSA; provided, however, PSI shall be responsible to have an Energy Savings Performance Bond in place throughout the Guarantee, subject to the terms and conditions of the Guarantee.

PSI shall place sufficient monies into an interest bearing escrow account for the purpose of paying the premiums for the Energy Savings Performance Bond through the last year of the Guarantee. Escrow account funds shall only be used for the purpose of paying said premiums while the Guarantee is in effect. If the escrow becomes depleted of funds prior to the last Energy Savings Performance Bond being executed, PSI shall provide additional funding to the escrow account as required. After the Guarantee has been fully satisfied, any funds remaining in the escrow account shall revert to PSI.

Performance Services shall not share security in the performance guarantee with anyone other than MPS.

13. SHIPPING /TAXES. If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges

must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Director Textbook Contract, found on the Milwaukee Public Schools portal (<http://mpsportal.milwaukee.k12.wi.us>) which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

14. IRREPARABLE HARM. It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

15. TERMINATION BY CONTRACTOR. Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

16. TERMINATION BY MPS - BREACH BY CONTRACTOR. If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving ten (10) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures or commences to cure the alleged violation within ten (10) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

17. TERMINATION BY MPS. MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

18. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. To the extent permitted under Wisconsin law, and except as set forth below, Owner and Contractor mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating only to the following:

- a. damages incurred by Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- b. damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

Notwithstanding the foregoing, this mutual waiver shall not apply to any consequential and/or speculative damages that (a) are covered by insurance carried by the Contractor; (b) arise out of the willful misconduct, negligence, or fraud of the Contractor; (c) arise out of relate to any obligation of Contractor to indemnify the Owner for third-party claims under this Agreement; (d) arise out of relate to any violations of law by the Contractor; or (e) that are not covered by insurance but have an aggregate value of less than \$50,000.00.

19. OWNER REMEDIES. Except as set forth in Section 18 above, Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CONSEQUENTIAL OR SPECULATIVE DAMAGES, MISUSE OF EQUIPMENT BY OWNER, OR NORMAL WEAR AND TEAR.

20. ASSISTANCE WITH FEDERAL PROGRAMS. The Internal Revenue Code allows various tax benefits to companies that implement energy efficiency and renewable energy projects with public entities in some situations. MPS agrees to assist PSI in applying for these federal programs, should any be applicable due to the execution of this Contract and the performance of the Work. PSI agrees to reimburse MPS for any labor or other costs incurred by MPS in helping PSI complete applications for these programs.

21. SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS. It is understood that from time to time operating software that may be an inherent part of MPS's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. MPS shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time and the period of the Guarantee, MPS agrees to grant PSI remote access as follows:

- a. Access to MPS's HVAC system via VPN connection;
- b. Access to relay emails from the HVAC devices for alarm notification and energy reporting;
- c. Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;
- d. Access for use in commissioning HVAC devices.

22. INDEPENDENT CONTRACTOR. Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

23. ASSIGNMENT LIMITATION. This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

24. PROHIBITED PRACTICES.

- a. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- b. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS.
- c. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- d. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- e. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

25. LIVING WAGE REQUIREMENT. Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

26. NOTICES. Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

27. WAIVER. The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

28. INTEGRATION / SEVERABILITY. This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

29. CHOICE OF LAW & FORUM. The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

30. TIMING. Time is of the essence in this Contract.

31. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION. Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

32. FORCE MAJEURE. MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

33. STUDENT DATA. Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

34. NON-DISCLOSURE. Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives"

shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

35. MPS LOGO/PUBLICITY. No Contractor shall use MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

36. ORDER OF PRIORITY. Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

37. PUBLIC RECORDS. Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

38. CONTRACT COMPLIANCE REQUIREMENT. The HUB requirement on this Contract is 30%. The COIN requirement on this Contract is 20%. The paid student employment requirement on this Contract is 800 hours. The student engagement requirement of this Contract is 40 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

[Signature Page Follows]

PERFORMANCE SERVICES, INC. (Vendor #: V027991)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Kristen D. DeCato, Director
Procurement and Risk Management

Date: _____

Date: _____

Performance Services, Inc.
4670 Haven Point Blvd., Suite 200
Indianapolis, IN 46280
(888) 390-2700

By: _____
Darienne B. Driver Ed.D., Superintendent of Schools

Date: _____

SSN / FEIN: 35-2047928

Budget Code:

By: _____
Mark A. Sain., President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____

CAO Doc # 1034-2015-1131:2314

Appendix A - Facility Improvement Measure Listing
061 - Wisconsin Conservatory for Lifelong Learning

Facility Improvement Measure		Costs (and proposed payment application allocation)										Savings					Rebates	Payback			
FIM ID	FIM Description	Design Development (\$)	Pre Measurement & Verification (\$)	95% Design CD's (\$)	99% Design CD's (\$)	CCS Requirements (\$)	Environmental (By MPS) (\$)	Equipment & Material (\$)	Labor & Installation (\$)	Closeout & Training (\$)	Post Measurement & Verification (\$)	Total Cost	Annual Utility Energy (\$)	Major Maintenance Cyclic (\$)	Major Maintenance Other (\$)	Annual Operational (\$)	Total Savings (\$)	Financial Incentives (\$)	Energy Savings Only (Years)	All Savings (Years)	All Savings with Incentives (Years)
WCLL-1	Heating, Ventilating and Air Conditioning System Upgrades	\$162,227	\$11,588	\$231,753	\$23,175	\$463,506		\$1,923,548	\$1,714,971	\$92,701	\$11,588	\$4,635,056	\$96,021	\$2,040,100		\$ 46,351	\$2,182,472	\$43,211	48.3	18.2	17.9
WCLL-2	Plumbing Fixture Upgrades	\$8,335	\$595	\$11,907	\$1,191	\$23,814		\$98,828	\$88,111	\$4,763	\$595	\$238,139	\$6,474	\$224,500		\$ 1,191	\$232,165	\$650	36.8	1.8	1.7
WCLL-3	Interior Lighting Upgrades	\$14,186	\$1,013	\$20,266	\$2,027	\$40,532		\$168,208	\$149,968	\$8,106	\$1,013	\$405,319	\$21,770			\$ 40,532	\$62,302	\$19,672	18.6	6.5	6.2
WCLL-4	Exterior Lighting Upgrades	\$805	\$57	\$1,150	\$115	\$2,300		\$9,543	\$8,508	\$460	\$57	\$22,995	\$1,835			\$ 2,300	\$4,135	\$650	12.5	5.6	5.4
WCLL-5	Roof Replacement	\$101,488	\$5,638	\$112,764	\$11,276	\$225,528		\$958,494	\$789,348	\$45,106	\$5,638	\$2,255,280	\$2,695	\$1,910,600		\$ 11,276	\$1,924,571	\$2,106	836.8	24.7	24.5
WCLL-6	Solar Photovoltaic System Installation	\$2,625	\$188	\$3,750	\$375	\$7,500		\$31,125	\$27,750	\$1,500	\$188	\$75,000	\$1,260			\$ -	\$1,260	\$1,400	59.5	59.5	58.4
	Total	\$289,665	\$19,079	\$381,589	\$38,159	\$763,179	\$0	\$3,189,745	\$2,778,656	\$152,636	\$19,079	\$7,631,789	\$130,055	\$4,175,200	\$0	\$101,649	\$4,406,904	\$67,689	58.7	14.9	14.6
	Design Development Costs	Scope development, budgeting, preliminary scheduling and planning etc.																			
	Pre Measurement & Verification Costs	Cost for any pre-measurements as required to compare against post measurements and verification																			
	95% CD's Costs	95% complete construction document completion and submission to MPS for review + updated estimates																			
	99% CD's Costs	99% complete construction document completion and submission to MPS for review. Expected to be 100% complete CD's with only minor modifications + updated estimates																			
	CCS requirements Costs	Project Cost in excess of \$2,000,000: HUB Participation: 30% COIN Participation: 20% Paid Student Employment: 800 Hours. Student Engagement Activities: 40 Hours																			
	Environmental Costs	ACM Abatement, Mercury Abatement, Lead Paint Abatement costs to be included in order to complete the FIM, but the responsibility of MPS execute																			
	Equipment & Material Costs	Equipment and material cost as required to complete the FIM																			
	Labor & Installation Costs	Labor cost to complete the installation or implementation of the FIM																			
	Closeout & Training Costs	Closeout, commissioning, training cost for the FIM																			
	Post Measurement & Verification Costs	Cost to monitor the FIM with the designated MV method for one year after acceptance of substantial completion by MPS																			
	Annual Utility Energy Savings	Guaranteed annual utility savings due to reduction in energy; KW, KWH, Therms, Water, Sewer, etc.																			
	Major Maintenance Cyclic Savings	Calculated annual amount of savings due to deferred maintenance. MPS (39) defined cyclic capital building components or systems. Algorithm = (Inflation Replacement Cost / MPS Average Design Life) * (End of contract year - Year to replace) / 20 years contract																			
	Major Maintenance Other Savings	Calculated annual amount of savings due to deferred maintenance. Non-defined capital building component or systems that are not part of MPS Cyclic Maintenance; Algorithm = (Inflation Replacement Cost / Average Design Life) * (End of contract year - Year to replace) / 20 years contract																			
	Operational Saving	Annual operational savings due to MPS labor force not completing repairs or maintenance based on previous work orders provided to ESCO																			
	Financial Incentives	Any financial incentives, rebates, grants, from FOE, 3rd Parties, We Energies, etc..																			
	Energy Savings Only (Years)	Basic payback in years based on Energy Savings alone without other savings or incentives																			
	All Savings (Years)	Basic payback in years based on all the savings without incentives																			
	All Savings with Incentives (Years)	Basic payback in years based on all the savings with incentives																			

IMPROVEMENT LIST		
Milwaukee Public Schools		
Updated 8/31/2016		
Scope of Work	No.	Improvements
Wisconsin Conservatory of Lifelong Learning		
x	WCLL-1	Heating, Ventilating and Air Conditioning System Upgrades
		* <i>This ECM will improve the energy efficiency of the HVAC system</i>
	2.a	Remove the two (2) original, inefficient Burnham Boilers and their flues complete. Install (2) 3,000,000 btuh, high efficiency, condensing boilers with stainless steel flues and combustion air intake ducts.
	2.c	Remove the six (6) constant speed primary and secondary hot water circulating pumps. Install (2) new variable speed primary hot water pumps, and (2) new variable speed secondary hot water pumps.
	2.d	Replace (26) cabinet unit heaters and propeller unit heaters with new units capable of heating with low temperature hot water. New units will be installed with new shut-off valves, balancing valves and electric actuated control valves.
	2.e	Install new shut-off valves, balancing valves, temperature control valves on the new AHU hot water coils.
	3.a	Remove the two (2) chillers. Install two new chillers.
	3.b	Convert the secondary chilled water pumping from constant flow to variable flow.
	3.d	Clean and service existing cooling tower, convert to variable speed with VFD installed for each fan motor. Install new remote condenser water sump.
	3.f	Install remote condenser water sump
	4.a	Air Handling Unit Replacement: Replace (6) original single wall air handling units with dual walled units. Install variable frequency drives on all unit supply fan motors. Remove inlet vanes from return fans (5) units.
	4.k	Replace (109) reheat boxes having pneumatic controls with new variable air volume (VAV) boxes having low temperature hot water coils and digital controls.
	4.o	Replace remaining original exhaust fans
	4.s	Test and Balance existing exhaust fans that are to remain in the building
	4.n	Install (6) destratification fans in the gymnasium
	5.	Remove existing pneumatic controls and compressor. Install new digital controls on new equipment. Install new digital controls with energy efficient sequences.
	5.	Replace the pneumatic controls on the existing exhaust fans with digital controls
x	WCLL-2	Plumbing Fixture Upgrades
		* <i>This ECM will reduce the water usage of the plumbing fixtures throughout the building</i>
	1.	Replace (41) toilets with new low flow flushometer toilets
	2.	Retrofit (51) faucets with vandal proof laminar flow moderators
	3.	Replace (4) inefficient atmospheric domestic water heaters and storage tank with new high efficiency water heaters. Add storage tank.
	4.	Replace (7) water coolers with new bottle fill stations

Exhibit B

x	WCLL-3	Interior Lighting Upgrades
		* <i>This ECM will improve the energy efficiency of the lighting systems throughout the building</i>
		1. Retrofit (2259) existing T-12 and T-8 fluorescent lighting fixtures with new LED lamps.
		2. Retrofit (50) existing compact fluorescent can lightings with new LED lamps.
		3. Replace (60) existing incandescent exit signs with LED fixtures.
		4. Replace (32) highbay metal halide fixtures in the gymnasium with new LED highbay fixtures.
		5. Retrofit (32) 150 watt incandescent fixtures in the gymnasium with new LED lamps.
		6. Install (109) motion sensors in classrooms, offices, gymnasium to control the lighting and the HVAC system
x	WCLL-4	Exterior Lighting Upgrades
		* <i>This ECM will improve the energy efficiency of the lighting systems throughout the building</i>
		1. Replace (4) 400 watt metal halide pole mounted fixtures with new LED fixtures.
		2. Replace (15) 175 watt metal halide wall mounted fixtures with new LED fixtures.
		3. Connect two lighting circuits to the building automation system
x	WCLL-5	Roof Replacement
		* <i>This ECM will improve the energy efficiency of the roofing system of the building</i>
		1. Replace 77,500sf of ballasted membrane roofing with new 4 ply asphalt and gravel system
x	WCLL-6	Install Solar
		* <i>This ECM will produce electricity for a science classroom and provide dashboard for instructional purposes</i>
		1. Install 10kW solar photovoltaic array on the roof
		2. Install equipment rails to support solar panel racking

PERFORMANCE GUARANTEE AGREEMENT

Project: Guaranteed Energy Savings Contract
Milwaukee Public Schools

Owner: Milwaukee Board of School Directors

Qualified Provider:

Company Name: Performance Service, Inc.

Address: 4670 Haven Point Blvd, Suite 200

City, State, Zip: Indianapolis, IN 46280

Representative: Timothy P. Thoman

Performance Guarantee Information:

Savings (2016 GESG):

Annual Guaranteed Maintenance Savings Amount =	<u>\$ 101,649</u>
Annual Guaranteed Energy Savings Amount (Net) =	<u>\$ 130,055</u>
Total Annual Guaranteed Amount =	<u>\$ 231,704</u>

One – Time Major Maintenance Cyclic Savings = \$ 4,175,200

Program Term = 1 Year

Guarantee

Performance Services, Inc. (the “Provider”) guarantees that the Owner will annually save the amounts stated above in energy and operating costs during the stated program term.

The Performance Guarantee Agreement (the Guarantee) shall commence once the Energy Conservation Measures (ECMs) are installed, the Owner’s staff has been trained how to operate the ECMs and the ECMs have been optimized by the Provider. The Guarantee commencement date shall be established by both the Owner and Provider by their signatures on the Guarantee Commencement Letter contained herein. The Guarantee shall be fulfilled and fully satisfied once the Guaranteed Energy and Operational Savings have equaled the Owner’s payments as identified on the Amortization Schedule in the Guaranteed Energy Savings Contract (the Agreement).

Energy Savings

Energy savings shall be measured and verified by various methods depending on the Energy Conservation Measure (ECM). The measurement and verification methods to be used in determining actual energy savings are identified for each ECM within this Guarantee and attached Schedules.

The utility information used in the GESC Base Year shall be January 2015 through December 2015. Current Year utility rate data shall be used in calculating energy savings occurring during that current year, provided Current Year utility rates are not less than Base Year utility rates. If Current Year utility rates drop below Base Year rates, Base Year rates shall be used to calculate Current Year energy savings. Any energy savings generated during the installation phase of this project shall be added to savings achieved during the first annual period of the Guarantee.

The Owner shall pay the Provider the annual Energy Monitoring fees identified within this Guarantee. For these fees, the Provider shall calculate and report the actual energy savings over the term of the Guarantee as described herein.

At the end of every annual guaranteed period, the actual annual savings will be compared to the guaranteed annual savings to determine if the guaranteed savings were achieved. If the actual savings for this one year period, plus any previously accrued excess savings, are less than the guaranteed annual savings amount, the Provider shall pay the Owner a cash refund for the difference between these amounts (herein call the “shortfall”).

Motor Savings

Guaranteed electrical energy savings generated by the fan motor ECMs included in the Project shall be based on motor horsepower, baseline hours identified in this Agreement and trended run hours. Trended hours require monthly monitoring and periodic site visits, which provides more accurate data but increases the Energy Monitoring costs. The following calculations shall be used in determining the amount of actual electric savings.

$$\text{Savings}_{\text{kWh}} = \frac{\text{Motor}_{\text{HP}} \times (.746\text{kW} / \text{HP}) \times (\text{Baseline Hours} - \text{Trended Hours})}{\text{Motor Efficiency}}$$

$$\text{Savings}_{\$} = \text{Savings}_{\text{kWh}} \times \text{Rate}_{\text{kWh}}$$

Where:

Motor _{HP} =	Motor horsepower identified on motor nameplate
Savings _{kWh} =	Actual annual electric consumption savings in kWh
Savings _{\$} =	Actual annual electric savings in dollars
Rate _{kWh} =	Electrical consumption rate in dollars per kWh
Baseline Hours =	Runtime hours shown on Schedule B

Electric Savings

Guaranteed electric savings, other than motor savings shall be based in the International Performance Measurement & Verification Protocol (IPMVP) M&V Option A- formulas contained in Schedule B. These electric savings will be measured and verified for one year.

Gas Savings

Guaranteed gas savings shall be based in the International Performance Measurement & Verification Protocol (IPMVP) M&V Option B - For each billing period, the actual natural gas energy savings will be analyzed and compared to the guaranteed energy savings amount by the Provider. The Provider will adjust the Base Period to reflect current weather conditions, billing periods, and energy unit (Therms, etc.) costs (the “Adjusted Base Period”). This Adjusted Base Period represents the energy consumption and energy costs that would have been experienced for the Base Period if current weather conditions, billing periods, and energy unit costs were experienced. The Provider

will compare the actual current billing period energy natural gas costs to the Adjusted Base Period energy natural gas costs to determine actual energy natural gas savings.

Water Savings

Guaranteed water and sewage savings shall be based on the formulas contained in Schedule B. These water and sewage savings are considered Fixed Savings (non-measured) such that they shall be applied annually to the guaranteed annual energy savings amount throughout the term of the Guarantee.

Solar PV Savings

A one-time measurement of the AC output of each system shall be combined for the entire project and compared to the following formula. If the measured AC output for all the Solar PV systems combined does not equal or exceed the guaranteed output from the following formula, the Provider will make all modifications required to meet the guaranteed output.

$$GO_{AC} = (SI_M / (1000 \text{ W/m}^2)) \times NO_{SUM} \times TC \times PT \times IE \times DC$$

Where:

- GO_{AC} = Guaranteed AC output for all Solar PV systems combined (kW)
- SI_M = Measured solar irradiance (W/m²)
- NO_{SUM} = Sum of all Solar Panels DC nameplate output (kW)
- TC = Solar panel temperature coefficient based upon the ambient temperature at the time of test and solar panel manufacturer data (%)
- PT = Power tolerance coefficient based upon the lowest value of the range published by the solar panel manufacturer (%)
- IE = Inverter efficiency as published by the inverter manufacturer (%)
- DC = Sum of the derating coefficients shown on Schedule B for system losses, including: AC system, wiring, clipping, mismatch, shading, reflection and soiling losses.

Guaranteed Solar PV electric savings and Solar Renewable Energy Credits (SREC) shall be based on the formulas contained in Schedule B. These electric savings are considered Fixed Savings such that they shall be applied annually to the guaranteed annual energy savings amount throughout the term of the Guarantee.

Operational Savings

Operational savings exist when an improvement implemented under this program reduces future repair or replacement labor and / or material monies that would have otherwise been expended if the improvement was not implemented. The operational savings described and quantified in this Guarantee shall be added to the energy savings to arrive at the total guaranteed savings amount. The stipulated operational savings calculations for this Guarantee are included on Schedule B, "Operational Savings", of this Guarantee. All operational savings are considered Stipulated Savings such that the annual operational savings amounts identified in Schedule B shall be applied annually to the guaranteed annual operational savings amount throughout the term of the Guarantee.

Energy Monitoring

Energy monitoring services shall be performed by the Provider as described in this Guarantee. The Guarantee is void if the Owner ceases paying the Energy Monitoring fees identified below.

The annual Energy Monitoring fees are shown below and shall be paid annually in advance.

Year	Price
1	\$19,079

Other Requirements

The Owner agrees to maintain the physical plant and all existing equipment / systems affecting energy efficiency such that the condition of the existing equipment / systems during the term of Guarantee is at least equal to their condition at the completion of this Contract. The Owner also agrees to properly maintain all new and existing equipment and operate all of the new and existing systems as described in the Proposal, Installation Contract and Guarantee. If the Owner fails to operate his equipment / systems as described herein and it results in reduced energy or operational savings, then actual energy or operational savings shall be adjusted to the benefit of the Provider to offset lost energy savings caused by such failures by the Owner.

A performance bond to insure the faithful performance of the Guarantee is only required for portions of the guaranteed savings that are at risk of not being achieved, non-stipulated savings, herein called Variable Savings. A Variable Savings Bond as described in the Installation Contract shall be provided for Variable Energy Savings (\$124,412), but not for Stipulated Savings (\$5,643).

The calculations contained within this Guarantee shall be used exclusively in determining the actual savings over the term of the Guarantee. No additional monitoring or verification methods shall be used in determining the performance of this Guarantee related to energy or operational savings, unless agreed to in writing by both the Owner and Provider. By signing below, the Owner and Provider are fully accepting this Guarantee and all of its provisions, requirements, calculations, amounts and conditions.

Milwaukee Public Schools Wisconsin Conservatory for Lifelong Learning - 061 Energy Savings Summary

Improvements	Energy Savings									
	Gross Electric	Safety Factor	Net Electric	Gross Gas	Safety Factor	Net Gas	Gross Water	Safety Factor	Net Water	Total
WCLL-1 - HVAC System Upgrades										
* Savings due to fan runtime reduction	\$32,433	10%	\$29,190		20%	\$0		10%	\$0	\$29,190
* Savings due to controlling outside air with CO ₂ sensors	\$834	10%	\$751	\$3,095	20%	\$2,476		10%	\$0	\$3,226
* Savings due to reduced outside air due to runtime reduction	\$4,035	10%	\$3,632	\$8,096	20%	\$6,477		10%	\$0	\$10,109
* Savings due to reducing fan speed on AHUs	\$28,828	10%	\$25,945		20%	\$0		10%	\$0	\$25,945
* Savings due to pumping changes	\$9,375	10%	\$8,437		20%	\$0		10%	\$0	\$8,437
* Savings due to more efficient chiller	\$10,002	10%	\$9,002		20%	\$0		10%	\$0	\$9,002
* Savings due to replacement of old boilers with high efficiency units		10%	\$0	\$12,639	20%	\$10,111		10%	\$0	\$10,111
Subtotal	\$85,507		\$76,956	\$23,830		\$19,064			\$0	\$96,021
WCLL-2 - Plumbing System Upgrades										
* Savings due to replacement of old domestic water heater		10%	\$0	\$1,039	20%	\$831	\$0	10%	\$0	\$831
* Savings due to plumbing fixture modifications							\$6,270	10%	\$5,643	\$5,643
Subtotal			\$0	\$1,039		\$831			\$5,643	\$6,474
WCLL-3 - Interior Lighting Upgrades										
* Savings due to interior lighting upgrades to LED	\$24,189	10%	\$21,770		20%	\$0		10%	\$0	\$21,770
Subtotal	\$24,189		\$21,770			\$0			\$0	\$21,770
WCLL-4 - Exterior Lighting Upgrades										
* Savings due to exterior lighting upgrades to LED	\$2,039	10%	\$1,835		20%	\$0		10%	\$0	\$1,835
Subtotal	\$2,039		\$1,835			\$0			\$0	\$1,835
WCLL-5 - Roof Replacement Savings										
* Savings due to installation of additional insulation		10%	\$0	\$3,368	20%	\$2,695		10%	\$0	\$2,695
Subtotal			\$0	\$3,368		\$2,695			\$0	\$2,695
WCLL-6 - Solar Power System Installation										
* Savings due to solar photovoltaic power system	\$1,400	10%	\$1,260		20%	\$0		10%	\$0	\$1,260
Subtotal	\$1,400		\$1,260			\$0			\$0	\$1,260
Wisconsin Conservatory for Lifelong Learning Total Savings			\$101,822			\$22,590			\$5,643	\$130,055

CONTRACT REQUIREMENTS TO INCLUDE:

Schedule:

- 1) Provide a tentative schedule for the completion of the design and construction documents for the work at each school.
- 2) Include review documents at the 75%, 95% and 99% completion stage for review by MPS. Allow one week for each review
- 3) The review times are to be clearly identified in overall project schedule. The PC Firm is responsible for all redraw/redesign efforts due to changes required to bring the project in line with established budget and district standards up to and including the final review of construction documents and specifications.
- 4) Identify the start and completion dates for the construction work

Existing Conditions:

- 1) Provide complete verification and documentation of all existing conditions that will be affected by the project scope, prior to proceeding with any design work

Drawings:

- 1) All drawings must be provided in AUTOCAD 2013 as necessary to clearly define scope of work.
- 2) MPS has single-line schematic floor plan CAD drawings for all MPS sites for use as a base plan; however, each school must be surveyed in order to verify existing conditions. In addition, MPS maintains an archive of original drawings, prints, submittals, and specifications for the original construction, remodeling, and maintenance projects for all MPS sites, which may be loaned for use. Please schedule an appointment in advance to review the archives
- 3) At the conclusion of the project, in addition to providing the final Record Drawings, the PC Firm shall update the existing MPS schematic floor plan CAD drawings as poly-lines in accordance with the MPS guidelines to indicate all new building modifications and/or additions and provide the drawings to MPS.

Specifications

- 1) MPS has prepared Guide Specification sections for the general requirements, general construction, mechanical, and electrical divisions of work, for use on all MPS projects. These specification sections identify the approved materials and product performance standards required for use on all MPS projects.
- 2) The Guide Specifications have been prepared in the three-part Construction Specifications Institute (CSI) format, and are intended to be utilized as a guide, requiring editing to reflect the specifics for each individual project, including work by consultants and sub-consultants. The Guide Specifications are not inclusive of all required conditions, materials or equipment, but shall be supplemented as required.
- 3) Any revisions to the materials specified, or to the specifications in general are to be highlighted on the construction document review sets provided to MPS, along with the rationale for the required changes.
- 4) Failure to use the MPS Guide Specifications for all aspects of the project will be cause for rejection of the review sets, and will not be a basis for additional compensation.

CONSTRUCTION DOCUMENT PHASE

- 1) Work with the City of Milwaukee and/or other regulatory agencies in order to comply with any code related issues, including ADA.

Proprietary & Confidential

- 2) Create and document final scope of work. Provide paper and electronic copy of review documents.
- 3) Prepare the following documents for review and comments by MPS and other District personnel:
 - a) **75% ESTIMATE OF PROBABLE COST:** Provide a detailed estimate for the projected scope of work. Factors influencing the cost feasibility of each major division of the specifications should be identified. Include escalation, if required, based on the time frame of planned construction.
 - b) **95% CONSTRUCTION DOCUMENTS AND SPECIFICATIONS:**
 1. Submit one (1) review set, hard copy, at the 95% completion of Construction Documents Phase.
 2. The design review set should clearly define the general scope of work for the project, including all items that have a major impact on the project's budget, mechanical and electrical systems, etc. It is imperative that all consultant work must be 95% complete at the time of the review submittal.
 3. Design shall include coordination, to protect the integrity of the design and facilitate construction with all required Manufacturers, Consultants, Utility Companies, Governmental Authorities and MPS.
 4. Determine time requirements for obtaining any equipment and services for coordination issues.
 - c) **99% CONSTRUCTION DOCUMENTS AND SPECIFICATIONS:**
 1. Submit one (1) review set, hard copy, at the 99% completion of Construction Documents Phase along with the 95% review set mark-ups.
 2. Documents shall provide for a final review to confirm that all details are complete and all required information is provided. Minor corrections may remain, such as spelling, incomplete references, etc., but major items such as finishes, equipment schedules, details, sections, and elevations, shall be complete. The specifications should be in the correct final format with a complete Table of Contents.
 3. Preliminary Plan Review by regulating authorities.
 - d) **FINAL 100% COMPLETE BID DOCUMENTS:**
 1. Revised Estimate of Probable Construction Costs 100%
 2. Submit electronic files of all 100% complete bid documents via email, jump drive, CD, or consultant FTP site to MPS.

CONSTRUCTION ADMINISTRATION PHASE:

- 1) Conduct two (2) punch list walkthroughs and distribute to MPS. One (1) punch list with site visit to verify construction documents have been followed and one (1) follow up inspection to assure punch list items have been completed.
- 2) Provide all site visits and documentation as required due to resolve field problems as result of ambiguous scope of work (RFI's) within five (5) working days of receipt.
- 3) Provide all required shop drawing review and maintenance of the Submittal Log Spreadsheet within five (5) working days of receipt.
- 4) Provide any required conflict mediation, primarily request for extras, with contractors as required for the project.

PROJECT CLOSEOUT AND FOLLOW-UP PHASE

- 1) Upon notification to MPS that the contractor(s) has conducted an inspection verifying that Substantial Completion has taken place, provide a written report to MPS indicating if Substantial Completion has in fact, been achieved, along with a written punch list of items found not to be complete, in need of correction, replacement or otherwise not in accordance with the construction Contract Documents. MPS will prepare and distribute the Certificate of Substantial Completion when appropriate.
- 2) The PC Firm shall provide a set of prints to prime construction contractor on which daily records of changes and deviations from the Contract will be recorded. At completion of the project and prior to final payment, the contractor shall submit its marked-up record prints to the PC Firm who shall, based on these marked up prints, revise the original documents or prepare a set of reproduced original drawings showing changes in the work made during the construction process to produce a set of as-built documents. All addenda, change orders, and other circumstances known by the Project Engineer to have caused change shall be included in the production of the as-built documents. Provide the following to MPS:
 - a) As-Built/Record Drawings:
 1. One (1) complete set of reproducible drawings.
 2. One (1) complete set of CAD record drawings on CD, properly labeled with index. Each drawing must be a separate CAD drawing file.
 3. One (1) complete set of updated schematic CAD poly-line drawings of all new spaces.
 4. One (1) electronic copy of Project Specifications.
 5. Record of all addenda information.
 - b) Provide follow-up assistance within one year of project completion.
 - c) Once project is completed and General Contractor has prepared the closeout package which includes two of the following: contractor contact information, as-built drawings, addendum, construction bulletins, submittals, shop drawings, cut sheets, O&M manuals, warranties, attic stock form sign-off's, training form sign-off's, etc., the PC Firm shall review package to confirm if all items are there. If not, the Project Engineer needs to inform the General Contractor of items missing. Once package is complete, the PC Firm is to forward package to MPS.

OWNERSHIP OF DOCUMENTS

- 1) All drawings and specifications, renderings, models, scale details, approved copies of shop drawings, calculations, and other such documents, whether hard copy or electronic, prepared by the PC Firm or any consultant pursuant to each contract shall become the property of MPS on completion and acceptance of any of the PC Firm's work, or upon termination of the contract, and shall be delivered to MPS upon request.
- 2) Documents prepared under this contract may be issued by MPS for informational purposes without additional compensation to the Project Engineer.

MPS RESPONSIBILITIES

- 1) MPS will provide available information regarding the requirements for the project, including the desired objectives for the program, schedule and overall budget, and the following:
 - a) Division 1 Specification Sections

- b) Existing Documents: MPS will provide access to all existing drawings, electronic files, etc., for the PC Firm's use for informational purposes only. All existing conditions must be field verified as the information provided on existing documents may or may not reflect existing conditions correctly.
- c) Hazardous Materials Identification
- d) Existing Materials: MPS will provide information for each specific project and will include the abatement services for the removal of identified hazardous materials.

ENVIRONMENTAL COMPLIANCE

Asbestos materials in any form are not allowed to be specified in any portion of the work relating to each contract. At the completion of the project, the PC Firm is to submit a notarized, signed affidavit attesting that no asbestos containing materials were specified or approved to be used through the project, including the approval of shop drawings or change orders on this project.

EMERGENCY EVACUATION OF BUILDING

When the fire alarm signal sounds in the school, all employees of contractors involved with this project are to follow the evacuation instructions. This means that all employees shall leave the building upon the sounding of the fire alarm signal and shall not return to the building until the ALL CLEAR signal is sounded.

Guaranteed Energy Savings Project, Milwaukee Public Schools : Wisconsin Conservatory of Lifelong Learning			2017												2018		
Activity ID	Activity Name	Start	Finish	Jan	February	March	April	May	June	July	August	September	October	November	December	January	February
A1000	Remove (2) Existing Chillers and Install (2) New Chillers (assumes a 2nd shift available)	03-Jan-17	17-Mar-17	Remove (2) Existing Chillers and Install (2) New Chillers (assumes a 2nd shift available)													
A1010	Convert the secondary chilled water pumping from constant flow to variable flow	03-Jan-17	17-Mar-17	Convert the secondary chilled water pumping from constant flow to variable flow													
A1020	Clean and Service Existing Cooling Tower	20-Mar-17	21-Apr-17	Clean and Service Existing Cooling Tower													
A1030	Convert Cooling Tower to variable speed for each fan	05-Jan-17	17-Feb-17	Convert Cooling Tower to variable speed for each fan													
A1040	Install new remote condenser water sump	06-Feb-17	17-Mar-17	Install new remote condenser water sump													
A1050	Replace remaining existing exhaust fans	23-Dec-16	20-Jan-17	Replace remaining existing exhaust fans													
A1080	Remove (2) original boilers & install (2) new high efficiency boilers	19-Jun-17	15-Sep-17	Remove (2) original boilers & install (2) new high efficiency boilers													
A1070	Remove (8) hot water pumps and install (2) primary and (2) secondary variable speed pumps	19-Jun-17	25-Aug-17	Remove (8) hot water pumps and install (2) primary and (2) secondary variable speed pumps													
A1080	Replace (26) Cabinet Unit Heaters with (26) new CUH's	19-Jun-17	04-Aug-17	Replace (26) Cabinet Unit Heaters with (26) new CUH's													
A1090	Replace (100) reheats with new Variable Air Volume boxes with new Temp Controls (assumes a 2nd shift)	19-Jun-17	04-Aug-17	Replace (100) reheats with new Variable Air Volume boxes with new Temp Controls (assumes a 2nd shift)													
A1100	Replace (8) Air Handling Units with new valving and temperature controls, VFD's on fans (assumes a 2nd shift available)	19-Jun-17	04-Aug-17	Replace (8) Air Handling Units with new valving and temperature controls, VFD's on fans (assumes a 2nd shift available)													
A1110	Replace (41) Toilets	19-Jun-17	04-Aug-17	Replace (41) Toilets													
A1120	Replace (51) faucets	19-Jun-17	04-Aug-17	Replace (51) faucets													
A1130	Replace (4) domestic hot water heaters and add storage tank	19-Jun-17	04-Aug-17	Replace (4) domestic hot water heaters and add storage tank													
A1140	Replace (7) water coolers with new bottle fill stations	19-Jun-17	04-Aug-17	Replace (7) water coolers with new bottle fill stations													
A1150	Retrofit (2258) existing T12 and T8 fixtures with LED lamps (assumes a 2nd shift available)	06-Feb-17	04-Aug-17	Retrofit (2258) existing T12 and T8 fixtures with LED lamps (assumes a 2nd shift available)													
A1160	Retrofit (50) compact fluorescent ceiling lights with LED lamps (assumes a 2nd shift available)	06-Feb-17	28-Apr-17	Retrofit (50) compact fluorescent ceiling lights with LED lamps (assumes a 2nd shift available)													
A1170	Replace (60) exit signs with LED fixtures	06-Feb-17	28-Apr-17	Replace (60) exit signs with LED fixtures													
A1180	Replace (32) metal halide fixtures in Gym with LED Highbay fixtures	03-Apr-17	14-Apr-17	Replace (32) metal halide fixtures in Gym with LED Highbay fixtures													
A1190	Retrofit (32) 150 watt incandescent fixtures in Gym with LED lamps	03-Apr-17	14-Apr-17	Retrofit (32) 150 watt incandescent fixtures in Gym with LED lamps													
A1200	Install (100) motion sensors	19-Jun-17	04-Aug-17	Install (100) motion sensors													
A1210	Replace (4) exterior metal halide pole fixtures with new LED fixtures	03-Apr-17	14-Apr-17	Replace (4) exterior metal halide pole fixtures with new LED fixtures													
A1220	Replace (15) exterior metal halide wall fixtures with new LED fixtures	03-Apr-17	14-Apr-17	Replace (15) exterior metal halide wall fixtures with new LED fixtures													
A1230	Connect two Lighting Circuits to the Building Automation System	19-Jun-17	28-Jul-17	Connect two Lighting Circuits to the Building Automation System													
A1240	Replace 77,500 sf of ballasted membrane roofing with new 4 ply asphalt and gravel system	19-Jun-17	04-Aug-17	Replace 77,500 sf of ballasted membrane roofing with new 4 ply asphalt and gravel system													
A1250	Install 10KW solar photovoltaic array on the roof	19-Jun-17	04-Aug-17	Install 10KW solar photovoltaic array on the roof													
A1260	Install equipment rails to support solar panel racking	19-Jun-17	04-Aug-17	Install equipment rails to support solar panel racking													
A1270	Building Automation System Commissioning	01-Mar-17	30-Nov-17	Building Automation System Commissioning													

█ Actual Work ◆ Milestone
█ Remaining Work ◀ Summary
█ Critical Remaining Work