

Village of Buffalo Grove
Village of Glenview
Village of Lake Bluff
City of Highland Park
Village of Northfield
Village of Palatine

Request for Proposal for

Energy Performance Contracting Project

Proposal Documents

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REQUEST FOR PROPOSAL

Energy Performance Contracting Project

RECEIPT OF PROPOSALS

Sealed Proposals for the Energy Performance Contracting Project are invited and will be received by the Village of Buffalo Grove (“Village”) on behalf of the following Illinois municipalities as joint proposers: Village of Buffalo Grove, Village of Glenview, Village of Lake Bluff, City of Highland Park, Village of Northfield, and the Village of Palatine (hereinafter referred to collectively and individually as “Municipality” or “Municipalities”) at 50 Raupp Boulevard (Office of the Village of Buffalo Grove Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than **10:00 A.M. Local Time on Friday, November 22, 2013**. Proposals will be publically opened and the Names of Proposers read aloud. Each Proposer shall be required to submit their Proposal, in accord with the criteria set forth below, in a sealed envelope or box. Sealed envelopes or packages containing Proposals shall be marked or endorsed:

Proposal for the Municipalities

Energy Performance Contracting Project

This work is subject to the wage provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

GENERAL DESCRIPTION AND REQUIREMENTS OF WORK

The Municipalities are seeking proposals from Energy Services Companies (hereinafter referred to as ESCO) that are capable of providing comprehensive energy management and energy-related capital improvement services at all applicable facilities of the Municipalities, contracting for a full range of energy services and energy-related capital improvements designed to reduce energy usage, provide for operational and water use efficiencies, provide revenue enhancements, and reduce related costs at Municipal facilities. These services and improvements are to be delivered to the Municipalities on a performance-contracting basis by a Proposer who is able to:

- a) Ensure the project will not burden the Municipalities with an initial capital cost;
- b) Guarantee significant long term savings which will be measured and verified;
- c) Guarantee an annual savings, which shall be equal to or greater than the total annual project costs;
- d) Ensure consistent levels of occupant comfort and system functionality;
- e) Define and provide options to capture environmental benefits;
- f) Provide options to finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

For information on how to receive a copy of the Proposal package contact the Village of Buffalo Grove, Office of the Village Clerk, at 847-459-2500.

HOLDING OF PROPOSALS

No Proposal shall be withdrawn after **November 22, 2013 at 10:00 AM** without the consent of the Municipalities, for a period of sixty (60) days.

QUALIFICATION OF PROPOSERS

It is the intention of the Municipalities to award a contract to the Proposer who furnishes satisfactory evidence that they have the requisite qualifications and ability to complete the work successfully and promptly. The Proposer must demonstrate that it has sufficient capital and facilities to enable it to complete the project as provided for in this Request for Proposal ("RFP").

The Municipalities may make such investigations as deemed necessary to determine the qualifications and ability of the Proposers to perform the work. The Proposers shall furnish to the Municipalities all the information and data as requested.

The Municipalities are Home Rule Units of government. This RFP is not subject to the limitations provided for in the Local Government Energy Conservation Act (50 ILCS 515/1 *et. seq.*).

The Municipalities reserve the right to reject any and all Proposals for any reason in their sole discretion, including but not limited the failure of such Proposers to satisfy the Municipalities that such Proposer is properly qualified to carry out the obligations of the performance-contract and to complete the work contemplated therein. Proposals that do not comply with this RFP will not be accepted.

RFP QUESTIONS

All comments or concerns regarding this RFP shall be addressed to Brett Robinson, the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org. All such e-mails must contain "Energy Performance Contracting Project" in the subject line of the e-mail. All received comments and concerns will be addressed, as applicable, and provided to all Proposers. All such comments or concerns must be received no later than seven (7) days before the Proposals are due.

If the Proposer selects not to submit a proposal on this project after receiving the Proposal documents the Municipalities request that the Proposer submit a "Decline to Propose", with a reason for choosing not to submit the proposal, to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org

AWARD OF CONTRACT

Each Municipality reserves the right to award a contract which in its judgment is in the best interest of the Municipality. Each Municipality reserves the right to accept or reject any or all Proposals, or any part thereof; waive any minor defects, irregularities; and to decide not to award any contract.

INSTRUCTIONS TO PROPOSERS

1. Proposers who wish to have proposals considered by the Municipalities must submit one original digital copy (PDF Format) and two paper copies of their respective Proposal in a sealed envelope or box.
2. Public Contract Statements must be signed, notarized and submitted with the Proposal documents.
3. Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the Municipalities, may be used as grounds to reject a proposal.
4. Proposer is to provide a detail of the Proposer's experience in performing Energy Performance Contracting Projects.
5. Proposer shall provide three (3) local Illinois government references.
6. Proposer shall submit a statement of the address of its permanent place of business and a certificate of good standing or other indication that it is authorized to conduct business in Illinois.
7. Proposer shall submit additional data, as requested by Municipalities.
8. Any interpretation of, or change made to the RFP will be made only by written addendum which will be e-mailed to all Proposers. The Municipalities will not be responsible for the accuracy of any oral explanations, oral interpretations, or oral representations.

PUBLIC CONTRACT STATEMENTS

The Municipalities are required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/PROPOSERS

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Municipalities require the following certification be acknowledged:

The below-signed Proposers/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Municipalities with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Municipalities require the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Municipality to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Municipalities require the following verification relative to conflict of interest and compliance with general ethics requirements of the Municipalities:

The undersigned supplier hereby represents and warrants to the Municipalities as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village/City Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President or Mayor, the members of the Village Board of Trustees or City Council, the Village Clerk or City Clerk, the Village Treasurer or City Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager, City Manager, Village Administrator or City Administrator and his or her Assistant or Assistants, or the heads of the various departments within the Village or City.

If the foregoing representation and warranty is inaccurate, state the name of the Village/City official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Contractor/Proposers/Supplier

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 2013.

Notary Public

Notary Expiration Date

PROJECT OVERVIEW

The Municipalities are interested in essential services and improvements that will reduce energy usage and water consumption and use, upgrade energy-related capital equipment, improve building operations and maintenance, save costs through fuel switching, provide revenue enhancements and improved demand management, and alternative utility tariffs or alternative commodity purchases, and aid in meeting Municipalities' environmental management responsibilities.

All proposals shall be provided on a performance-contracting basis and shall be self-funding. The proposed improvements must pay for themselves via reductions, as applicable, in water consumption and use, reduced operation expenses, energy use, and/or revenue enhancements. The selected ESCO must be able to:

- a) Ensure the project will not burden the Municipalities with an initial capital cost.
- b) Guarantee significant long term savings which will be measured and verified;
- c) Guarantee an annual savings, which shall be equal to or greater than the total annual project costs;
- d) Ensure consistent levels of occupant comfort and system functionality;
- e) Define and provide options to capture environmental benefits.
- f) Provide options to finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

The Municipalities have identified the following potential projects. Project A is the highest priority. Proposer must provide a proposal for Project A. Proposer, in its discretion, may provide a proposal for Option B and/or Option C, which may or may not be considered in the award of the contract.

Project A.

Water-meter conversion to an automated water-meter reading system. The Municipalities seek to move to a fixed tower automated meter reading system. Proposers shall all provide details on the ability and possible implementation of shared water towers and readers and the replacement of existing non-automated water meters. See attached Appendix A for a list of an estimated number of each Municipality's water meters and each Municipality's general location.

Optional Project B.

Streetlight/traffic signal conversion to LED. The Municipalities desire an improved streetlight/traffic signal system using LED or equivalent technology with optional "smart" or "intelligent" street lighting controls. See Appendix B for a list of an estimated number of Streetlights/Traffic Signals by Municipality.

Optional Project C.

Municipal facility general energy efficiency improvements. The Municipalities desire to lower many significant utility costs as well as operational losses by upgrading inefficient controls and equipment and retrofitting facilities. Proposals shall address SCADA system enhancements for water and sewer systems, and building energy efficiency projects that may include lighting retrofits, mechanical upgrades, building automation controls and other operational efficiency projects for building/facility improvements. See Appendix C for a listing of facilities, approximate age of each facility, and estimated square footage of Municipal facilities for each Municipality.

Proposer shall provide a descriptive strategic approach to Project A; and to Projects B and/or C (if such options are chosen). Proposer shall provide innovative solutions to Project A; and to Projects B and/or C (if such options are chosen). It is also important that each Proposer consider a method by which the Municipalities may achieve savings by identifying potential opportunities for consolidation, sharing resources and reducing duplication of work.

The Municipalities may elect to implement further improvement measures to aid in meeting the environmental management goals based upon proposal responses.

The Municipalities seek to maximize energy savings and related improvements within the framework of a 20 year contract term and available financing. Proposers are encouraged to structure a project which provides the greatest possible energy, water, and operation and maintenance savings and the most beneficial project scope for the Municipalities.

Siemens Industry, Inc. participated in the preparation of the specifications issued herein.

REQUIRED CAPABILITIES

Proposer must have an accreditation from National Association of Energy Service Companies (NAESCO). Proposer must be able to demonstrate it can provide the technical and managerial capabilities to provide a comprehensive set of energy and water services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems. Proposer must also demonstrate the ability to provide project monitoring, savings measurement and verification and ongoing maintenance contracting. Additional services may include operation and maintenance for all improvements and/or training of Municipalities' staff on routine maintenance and operation of systems. Monitoring and verification services shall include appropriate measurement and timely reporting of the performance and savings for each and every project that a proposal is submitted for.

OVERVIEW OF TERMS AND CONDITIONS

CONTRACT TERM

No contract shall exceed 20 years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the selected ESCO and each of the Municipalities based on final project scope and financial factors.

GUARANTEE

Proposals must result in the selected ESCO asset-backed guaranteed minimum annual energy, water and/or O&M savings guarantee, as well as defined levels of occupant comfort; maintenance, monitoring, training or other services. Non-asset-backed guarantees will not be considered. Proposals must achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance; monitoring; training and other services, on an annual basis, for the duration of the contract term.

PROPOSED PROJECT SCHEDULE

The following is the proposed project schedule and may be adjusted as necessary during the procurement of services.

ACTIVITY	DATE
Issue RFP	October 31, 2013
Proposals Due	November 22, 2013
Possible interviews/presentations with the Proposers	December 5-6, 2013
Selection of Finalist	December 16, 2013
Acceptance of Energy Audit Contract	TBD
Technical Audit, Project Analysis	TBD
Audit Review and Development of Energy Service Agreement (ESA)	TBD

PROCUREMENT PROCESS

The evaluation and selection of an ESCO, and the negotiation and procurement of services will proceed as follows:

SUBMISSION OF WRITTEN PROPOSALS

Proposer's interested in providing the services requested, must respond in writing by the date specified above. All submissions become the property of Municipalities and will not be returned to Proposers. All costs associated with submission preparation will be borne by the Proposers.

PROPOSAL REVIEW AND SELECTION OF FINALISTS

The Municipalities will establish a Project Evaluation Team to review and evaluate the Proposals in accordance with the evaluation criteria identified in this RFP. The Project Evaluation Team will check client references, review submitted materials, and, as necessary, request and review additional materials. The Municipalities intend to select no more than three (3) Proposals as finalists. The Municipalities reserve the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the Municipalities to do so.

ESCO RANKING

Based on the submitted Proposals, engineering and staff reviews, and client references; the Project Evaluation Team will rank the Proposers. Contract negotiations will proceed with the top-ranked Proposers.

DEVELOPMENT OF ENERGY AUDIT AGREEMENT

The Municipalities intend to negotiate a contract for the investment grade audit. If an acceptable technical energy audit agreement cannot be negotiated within an acceptable period from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

DEVELOPMENT OF ENERGY SERVICES AGREEMENT

After completion and acceptance of the investment grade audit, the Municipalities intend to negotiate an Energy Services Agreement (ESA). If an acceptable ESA cannot be negotiated within an acceptable timeframe, beginning from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

EVALUATION OF PROPOSALS

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. ESCO selection will be based on the best overall value to the Municipalities.

EXPERIENCE

- Company profile:
 - Name of Proposer and contact information
 - Location of nearest office responsible for point of contact, engineering, project management, measurement and verification and availability of service technicians.
 - Demonstration of accreditation level as ESCO from National Association of Energy Service Companies (NAESCO) .
 - List number of years Proposer has been involved in the energy-efficiency related business.
 - State the number of years Proposer has offered performance-contracting services and specifically the number of years of performance-contracting services in the state of Illinois.
- Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts:
 - **NOTE: include only references, resumes of only ESCO personnel and ESCO projects.**
 - List individual names, office location and experience of ESCO-team members responsible for engineering, project management, measurement and verification for this project.
 - Identify all ESCO-LEED accredited team members dedicated to this project.
 - Identify all ESCO-Professional Engineers (PE), licensed in Illinois dedicated to this project.
- Firm References:
 - Include only references for those projects that were completed by responding ESCO.
 - Include only references for those projects currently under contract with the ESCO, in or beyond the savings-guarantee phase.
 - List contact information, project value, annual energy savings, annual operation savings and technologies installed.

PROJECT MANAGEMENT

- Clear assignment of responsibility for various project tasks to specific individuals.
- List project manager who would be responsible for the project(s) for which a proposal is submitted; include project references.
- Preference will be given to accredited Project Management Professional (PMP) accredited by Project Management Institute (PMI).
- Ability to effectively manage project construction and complete the project on schedule.
- Quality of approach to operations and maintenance.
- Quality of monitoring, maintenance, and measurement and verification services on past projects.
- Clarity, organization and level of detail in written proposal.

TECHNICAL APPROACH

- Quality of technical approach, including methods of analysis and an understanding of existing building systems and conditions.
- Quality of approach to project commissioning.
- Quality of the sample investment grade technical energy audit.
- Quality of baseline energy calculations.
- Quality of proposed training for facility staff.
- Quality of approach to savings measurement and verification.
- Demonstrated ability to provide utility bill management and supply-side energy procurement assistance.

FINANCIAL

- Financial soundness and stability of the ESCO, including most recent Annual Report and Audited Financial Statement. Most recent Annual Report and Audited Financial Statement must be provided with RFP response.
- Demonstrated ability to provide or arrange project financing.
- Reasonableness of audit costs.

PROFILE AND QUALIFICATIONS FORM

Proposals shall answer all questions in each category listed below. Proposers shall:

- provide responses on "8½ x 11" sheets of paper;
- number and title each answer to the corresponding category;
- font size should be no smaller than 10 point;
- all pages in the response should be numbered sequentially;
- include a table of contents which indicates the section and page numbers corresponding to the information included.

Failure to answer any question, or comply with any directive contained in this form may be used by the Municipalities as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

A-1 Firm Name _____
Business Address _____
City _____ State _____
County _____ Zip Code _____

A-2 Names and Titles of Two Contact People

1) _____ Phone (_____) _____
2) _____ Phone (_____) _____

A-3 Submittal is for:

- Parent Company (List any Division or Branch Offices to be involved in this project)
- Division (attach separate list if more than one is to be included)
- Subsidiary
- Branch Office

Name of Entity: _____

Address: _____

A-4 Type of Firm:

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

A-5 Federal Employer Identification Number _____

A-6 Year Firm was established _____

A-7 Name and Address of Parent Company: (if applicable) _____

A-8 Certificate of good standing or authorization to conduct business in the State of Illinois.

A-9 Experience: Attach information regarding related EPC projects as outlined Evaluation of Proposals in this RFP.

A-10 Project Management: Outline and attach resumes for proposed project managers as outlined in Evaluation of Proposals in this RFP.

A-11 Technical approach

A-12 Financial

Date

(Sign here) By _____

(Print Name) _____

E-mail _____

Telephone _____

PROPOSED APPROACH TO PROJECT(S)

B-1 Project Summary: Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for Project A and if so desired, Optional Projects B and/or C, including the added value of your firm's services.

B-2 Training Provisions: Describe your firm's proposed approach to providing technical training for facility personnel for Project A and if so desired, Optional Projects B and/or C. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

B-3 Project Financing: Describe your firm's preferred approach to providing or arranging financing for Project A and if so desired, Optional Projects B and/or C. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of Project A and if so desired, Optional Projects B and/or C. Describe how construction will be financed.

B-4 Cost of Investment Grade Energy Audit: Indicate the total anticipated cost of the investment grade energy audit to each individual Municipality for Project A and if so desired, Optional Projects B and/or C.

B-5 Preliminary Technical Approach: Based on your preliminary assessment of the project sites and information provided, please describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of Project A and if so desired, Optional Projects B and/or C. Please discuss site conditions, status of building systems and needs of the Municipalities.

B-6 Energy Baseline Calculation Methodology: Describe the methods you expect to use to compute baseline energy use for Project A and if so desired, Optional Projects B and/or C. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

B-7 Procedure for Calculating Energy and Cost Savings: Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate

energy savings for Project A and if so desired, Optional Projects B and/or C. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.

B-8 Construction Management: Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use for Project A and if so desired, Optional Projects B and/or C.

B-9 Approach to Equipment Maintenance: Describe any major changes in operations or maintenance Project A and if so desired, Optional Projects B and/or C that your company anticipates. Include a description of the types of maintenance services that may be proposed for Project A and if so desired, Optional Projects B and/or C. Address how you would approach the role of the Municipalities' personnel in performing maintenance on the new and existing and equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee for Project A and if so desired, Optional Projects B and/or C.

CONTRACT TERMS AND CONDITIONS

Contracts negotiated with the selected ESCO shall include, the minimum contract terms and conditions listed below:

TECHNICAL REQUIREMENTS

INVESTMENT GRADE ENERGY AUDIT.

The selected ESCO must perform and present the results from a detailed investment grade energy audit of acceptable quality to each individual municipality. If the Municipalities decide not to enter into a contract after the audit has been accepted, the Municipalities agree to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO, meet all the conditions set forth in the audit agreement and this RFP.

STANDARDS OF COMFORT AND SERVICE.

The ESCO will be responsible for maintaining the levels of comfort and service for each facility as specified in the Energy Services Agreement (ESA).

PROFESSIONAL ENGINEER INVOLVEMENT.

A registered professional engineer must review and approve design work done under this contract.

GUARANTEED SAVINGS.

The Municipalities require an asset backed minimum annual guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing each municipality the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

CONSTRUCTION MANAGEMENT.

The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the Municipalities to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.

O & M MANUALS.

At least two paper copies and 1 digital copy (PDF) operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of Municipalities.

AS-BUILT DRAWINGS.

Where applicable, ESCO must provide "as built" and record drawings (or such electronic equivalents as may be agreed to with the Municipalities) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include, but not be limited to, architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation.

FOLLOW-UP MAINTENANCE, MONITORING AND TRAINING SERVICES.

The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance, as well as, for ongoing training, however, the Municipalities have the option to negotiate the scope of service needed.

MUNICIPALITIES ENERGY IMPROVEMENT PROJECTS.

The Municipalities reserve the right to make energy and water improvements to the facilities and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

MINIMUM CONTRACT PROVISIONS

PROPOSAL SUBMISSIONS.

The contents of the Proposal will become part of any final agreement between the Municipalities and the ESCO.

PROJECT SCHEDULE.

The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from the Municipalities, the Municipalities reserve the right to consider it a default and withdraw from all contractual obligations without penalty.

MUNICIPALITIES INSPECTION.

The Municipalities retain the right to have its representatives visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. The Municipalities will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. The Municipalities shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after close-out.

FINAL APPROVAL OF THE MUNICIPALITIES.

The Municipalities retain final approval over the scope of work and all end-use conditions.

OWNERSHIP OF DRAWINGS, Reports and Materials.

All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of the Municipalities and will be delivered to the Municipalities upon completion of construction.

COMPLIANCE.

All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all the Municipalities regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

HANDLING OF HAZARDOUS MATERIALS.

All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all the Municipality rules relative to the premises.

METHODOLOGY TO ADJUST FOR MATERIAL CHANGES.

The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

SUBCONTRACTOR APPROVAL.

The Municipalities retain the right to approve any ESCO selected subcontractor prior to its commencement of work on the project(s). Names and qualifications of subcontractors must be submitted at least three (3) weeks in advance of subcontractor scheduled start date.

PRICE DISCLOSURE.

The ESCO shall, upon request, disclose all costs and fees associated with the project(s) including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc.

INSURANCE REQUIREMENTS.

ESCO shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the ESCO, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. Builder Risk Property Coverage with Municipality as loss payee
5. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: ESCO shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the ESCO; products and completed operations of the ESCO; premises owned, leased or used by the ESCO; or automobiles owned, leased, hired or borrowed by the ESCO. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The ESCO's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of ESCO's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The ESCO's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that ESCO's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the ESCO shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The ESCO and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

ESCO shall furnish the Municipality with certificates of insurance naming the Municipality and the its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and

endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

The ESCO shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The ESCO assumes liability for all injury to or death of any person or persons including employees of the ESCO, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Indemnity/Hold Harmless Provision

1. To the fullest extent permitted by law, the ESCO hereby agrees to defend, indemnify and hold harmless the Municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Municipality, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the ESCO, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Municipality, its agents or employees, the ESCO shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Municipality, its officials, agents and employees in any such action, the ESCO shall, at its own expense, satisfy and discharge the same. ESCO expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the ESCO, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality, its officials, agents and employees as herein provided.

2. Kotecki Waiver. In addition to the requirements set forth above, the ESCO (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. ESCO agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by ESCO's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

K. Retention of Payments:

The ESCO further agrees that to the extent that money is due the ESCO by virtue of this contract as shall be considered necessary in the judgment of the Municipality, may be retained by the Municipality to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Municipality.

L. Patent Fees and Royalties:

ESCO shall indemnify and hold harmless the Municipality and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The ESCO shall also furnish the Municipality with a current Certificate of Authority issued by the Illinois Department of Insurance (IDOI) for the insurance company that they are using.

ANNUAL RECONCILIATION

Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to the Municipalities, unless otherwise agreed to by the parties.

CONTRACT TERM

No contract shall exceed twenty (20) years in duration and may be subject to annual appropriations.

PREVAILING WAGE ACT

Contractor shall comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). The contractor agrees to indemnify the Municipalities for any and all violations of said laws and any rules and regulations now or hereafter issued pursuant to said laws by contractor and /or anyone working through or on behalf of the contractor.

PAY REQUESTS

Contractor shall submit with each Invoice all associated Certified Payroll documents, Contractor's Affidavit and Waivers of Lien, such that payment is not delayed.

MISCELLANEOUS PROVISIONS

The ESCO shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Municipalities.

The ESCO shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

The ESCO agrees to furnish all documentation related to this Proposal and any documentation related to the Municipalities required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after the Municipalities issue notice of such request to the ESCO. The ESCO agrees to defend, indemnify and hold harmless the Municipality, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Municipality to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the ESCO's, actual or alleged violation of the FOIA or ESCO's failure to furnish all documentation related to a request within five (5) days after Municipality issues notice of a request.

Furthermore, should the ESCO request that Municipality utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ESCO agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ESCO agrees to defend, indemnify and hold harmless the Municipality, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the ESCO's request to utilize a lawful exemption to the Municipality.

JOINT PURCHASING/PURCHASING EXTENSION PROVISION

The purchase of goods and services pursuant to the terms of this RFP shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the successful Proposer. The Proposer agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by other municipalities. The Proposer further agrees that all terms and conditions of the RFP shall continue in full force and effect as to other municipalities during the extended term of the RFP.

The Proposer and other municipalities may negotiate such other and further terms and conditions to this RFP ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful Proposer and each municipality.

The Proposer shall provide other municipalities with all documentation as required in the Proposal, and as otherwise required by the Village of Buffalo Grove, including, but not limited to:

- a. 100% performance and payment bonds for the project awarded by other Municipalities
- b. Certificate of insurance naming each other Municipality as an additional insured
- c. Certified payrolls to the other Municipality for work performed

Appendix A. A List of an estimated number of Water meters by Municipality

	Buffalo Grove	Glenview	Highland Park	Lake Bluff	Northfield	Palatine
Total Count of Meters in Service (Water)	14,300	20,823	10,546	2,075	2,059	19,087
Current Meter Vendor (i.e. Sensus, Neptune, Badger, etc.)	Sensus	Sensus	Sensus	Sensus/Elster	Sensus	Badger
Have you begun an AMR/AMI Conversion	No	No	Yes	Yes ¹	Yes	No
If so, Which type; AMR (Drive By) or (AMI (fixed based)	N/A	N/A	AMR to AMI	AMI	AMR	N/A
If so, what percentage of meters have been converted to date ?	N/A	N/A	8.60%	0	43%	N/A
Would your Municipality be interested in a joint AMR/AMI solution ?	Yes	Yes	Yes	Yes	Yes	Yes

¹Lake Bluff converted all commercial meters to radio read about 10 years ago. We are now looking to convert all meters to AMI in two phases starting in the summer of 2013 and ending 1 year later.

Appendix B. A List of an estimated number of Streetlights/Traffic Signals by Municipality

	Buffalo Grove	Glenview	Highland Park	Palatine
Total Count of Municipality owned Street Lights in Service	2744	1750	475	1199
Total Count of Rental Lights	43		330	292
Total Count of Parking Garage Lights in Service	0	144	0	454 (LED)
Have you begun an LED Conversion	No	trial	No	No
If so, Which Brand	N/A	Beacon	N/A	N/A
If so, what percentage of lights have been converted to date ?	N/A	10%	N/A	N/A
Would your Municipality be interested in a smart street lighting controls solution ?	Possibly	Possibly	Possibly	Possibly
Total Count of Municipality owned Traffic Signals in Service	N/A	17	28	4
Have you begun an LED Conversion	No	yes	yes	No
If so, Which Brand	N/A	NOT sure	NOT sure	N/A
If so, what percentage of lights have been converted to date ?	N/A	75%	100%	N/A

Appendix C. Facility Listing - Buffalo Grove

	Address	Building Description	Year Built *	Square Footage
1	50 Raupp Blvd.	Village Hall	1970, 1994	12,824
2	50-1/2 Raupp Blvd.	Youth Center	1979	1,734
3	51 Raupp Blvd.	Public Service Center	1975, 1988	49,347
4	2323 Willow Road	pumpstation	1990	600
5	46 Raupp Blvd.	3 Sewage Lift Stations	1998, 1997	29,074
6	48 Raupp Blvd.	BG Golf Clubhouse	1989	11,216
7	454 Checker Rd.	BG Golf Maintenance	2001	7,500
8	451 Half Day Rd.	Arboretum Golf Maintenance	2002	10,800
9	401 Half Day Rd.	Arboretum Golf Clubhouse	2003	27,000
10	505 W. Dundee Rd.	Fire Station # 25	1975	8,326
11	109 Deerfield Rd.	Fire Station # 26	1981, 1989	9,576
12	1051 Highland Grove Dr.	Fire Administration	1993	7,078
13	100 Half Day Rd.	Fire Station # 27	1991	7,444
14	Varies	5 Well Houses/Pump stations	Varies	-
15	Varies	11 Sewage Lift Stations	Varies	-
16	825 Commerce Ct.	Train station	2007	1,884
17	801 Commerce Ct.	Pace Bus Building	1999	400
18	851 Krause Dr.	Classroom Trailer	unknown	-
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* Second or Third listed year indicates significant remodeling or renovation.

Appendix C. Facility Listing - Glenview

	Address	Building Description	Year Built	Square Footage
1	2500 EAST LAKE AVE.	POLICE STATION	2006	92,673
2	1333 SHERMER RD	PUBLIC WORKS	1994	29,520
3	1333 SHERMER RD	PUBLIC WORKS -SERV GARG & OFFICE	1985	17,399
4	2323 Willow Road	pumpstation	1990	600
5	1333 SHERMER RD	3 Sewage Lift Stations	1987	4,941
6	1225 WAUKEGAN RD	VILLAGE HALL	1977	25,858
7	1901 LANDWEHR DR.	FIRE STATION	1971	14,160
8	2250 PATRIOT BLVD.	FIRE STATION	2004	12,743
9	831 EAST LAKE AVE.	FIRE STATION	2004	10,782
10	3507 GLENVIEW	FIRE STATION	2009	8,299
11	1100 Roosevelt Road*	Fire Station	2013	2,880
12	1215 WAUKEGAN RD*	FORMER POLICE STATION	1977	13,678
13	1215 WAUKEGAN RD*	FORMER ANNEX FOR PD	1991	1,392
14	1370 SHERMER RD.	CAPITAL PROJECTS DEPT	1999	7,800
15	2701 AVIATOR LANE	SOUTH PARKING GARAGE	2004	389,166
16	2701 SABLE DRIVE	NORTH PARKING GARAGE	2004	241,882
17	1120 DEPOT STREET	TRAIN STATION	1994	3,500
18	1120 DEPOT STREET	TRAIN STATION - WINDBREAK SHELTER	1994	1,112
19	1120 DEPOT STREET	TRAIN STATION - WINDBREAK SHELTER	1994	480
20	1148 DEPOT STREET Commuter Parking	TRAIN PARKING		
21	2301 LEHIGH	TRAIN STATION	1994	364
22	3000 OLD WILLOW	NORTH GLEN WARMING	1994	531
23	2206 SHERMER RD	McKINNEY HOUSE	1970	2278
24	1940 WESTLEIGH (& WILLOW)	HEATHERFIELD	1997	252
25	1800 EAST LAKE	TALL TREES LIFT STA.	1998	192
26	1344 CARIANN	CARIANN LIFT STATION		
27	425 GLENVIEW ROAD	GLENVIEW RD LIFT STATION		
28	2200 RUGEN ROAD	RUGEN SR.	1964	4,212
29	3704 WEST LAKE AVE	WEST SIDE RESERVOIR	1999	53,375
30	2210 RUGEN ROAD	RUGEN JR.	2004	34,600
31	1100 WILLOW ROAD	WILLOW	2000	450
32	2842 LINNEMAN ST	PUMP STATION	1990	154
33	2650 PATRIOT	PATRIOT PUMP STA.	1999	150
34	1705 PFINGSTEN ROAD	CITIZENS BOOSTER STATION	1992	
35	2421 MICKY	NORTHFIELD EC/PUMP STATION	1987	
36	8801 GOLF ROAD	NMU EC/MORTON GROVE	1988	
37	400 WASHINGTON ST	NORTH MAINE PUMP STATION	1988	
38	949-957 LARAMIE	LARAMIE	1939	1,952
39	957 LARAMIE	LARAMIE	1954	1
40	624 WAUKEGAN RD	WATER TANK	1954	1
41	4580 W CENTRAL RD	NRTH MAINE	1971	1
42	2601 WEST LAKE	MAINT BLDG WELL IN GALLERY PARK	2002	900
43	2300 PATRIOT BLVD.	NIPSTA		
44	3100 West Lake Ave.	Former Youth Services trailers		
45	3100 West Lake Ave.	Former Youth Services trailers		
46	3100 West Lake Ave.	Former Youth Services trailers		
47	3100 West Lake Ave.	Former Youth Services trailers		

*Fire Station 6 is temporarily housed at 1100 Roosevelt Road. Buildings at 1215 Waukegan Rd are planned to be demolished in late 2013 and a new FS6 will be constructed at that address (approx 13,000sq ft).

Appendix C. Facility Listing - Highland Park

	Address	Building Description	Year Built *	Square Footage
1	1707 St. Johns Ave	City Hall	1,929	10,500
2	115 Half Day Road	Public Service Building	1974	55,740
3	1677 Old Deerfield Road	Police Station	2006	43,000
4	2323 Willow Road	pumpstation	1990	600
5	700 St. Johns Ave	3 Sewage Lift Stations	1889 restored 1980	500
6	1700 St Johns ave	Main Train Station	1980 Restored	1,500
7	10 North Saint Johns Avenue	Brtaeside Train Station	1980 Restored	300
8	692 Burton Ave	Fire Station 32	1929	4,200
9	1130 Central Ave	Fire Station 33	1999	40,000
10	1100 Half Day Road	Fire Station 34	1978	5,600
11	54 Laural Ave	Senior Center	1,930	9,500
12	1830 Green Bay Road	Youth Center	1940	6,100
13	1850 Green Bay Road	Karger Center	1966	36,000
14	601 Laural Ave	Port Clinton Parking Garage	1984	140,000
15	1810 St Johns Ave	Parking Deck	2008	NA
16	1793 First Street	Parking Deck	2008	NA
17	1201 Park Ave	Highland Park Country Club	1962	46,000
18	1201 Park Ave	Highland Park Country Club Maintenance	1967	7,800
19	494 Laural Ave	Public Library	1930	65,000
20	1160 Half day Road	Fire Training Tower	1983	3,600
21	10 E. Park Ave. Water Tretment Plant	30 MGD Surface water treatment	1929, 1960, 1986, 2013	53,000
22	1100 Half Day Rd.Reservoir/Pump Station	2.5 MG underground water storage	1969	1,197
23	2035 Richfield Rd.Reservoir/Pump Station	3.0 MG underground water storage	1959	1,453
24	1850 Green Bay Rd, Water Tower	0.5 MG elevated water storage	1929, 1991, 1995	2,448
25	Central Park Reservoir	1.09 MG underground water storage	1929	-
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* Second or Third listed year indicates significant remodeling or renovation.

Appendix C. Facility Listing - Northfield

	Address	Building Description	Year Built *	Square Footage
1	361 Happ Road, Northfield	Village Hall	1967 renovated 1996	34,655
2	1785 Orchard Lane, Northfield	Library, Garage, Meeting Room	1966 & 1976	9,180
3	1800 Winnekta Avenue, Northfield	Fire Station & PW	1994	37,000
4	2323 Willow Road	pumpstation	1990	600
5	Varies	3 Sewage Lift Stations	Varies	
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* Second or Third listed year indicates significant remodeling or renovation.



Performance Contracting

Legend

- State Boundary
- County Boundary
- Municipal Boundary
- Interstate
- Major Road

