

**Huntley Community School District 158**  
**Guaranteed Energy Savings Contract RFP # 2018-32**  
**Addendum No. 3**  
3-14-18

To All Qualified Providers:

See below here-in addenda to the specifications for the Guaranteed Energy Savings Contract RFP # 2018-32.

Please acknowledge this addendum in your proposal when submitting.

The due date for proposals remains the same; 10:00 am CST, on April 9, 2018 at the District 158 Administrative Center, 650 Academic Drive, Algonquin, Illinois

We look forward to receiving your proposal.

Respectfully,

Douglas Renkosik  
Director of Operations and Maintenance  
Huntley Community School District No. 158  
650 Academic Drive  
Algonquin, Illinois 60102

**Addendum Number Three Items**

1. As requested by one of the interested parties, we are providing some of the documentation on how the energy savings guarantee worked on a prior performance contract. That older project was much different than the power generating project we are considering which is the 2018-32 RFP so the District recognizes that the energy savings guarantee of this new project may have a slightly different form. None the less, we are providing this information as a starting point for considerations in this matter. The contract had the following language in it:

“ESCOE will provide an energy guarantee bond equal to the guaranteed savings as defined in Attachments D and E in an amount not to exceed \$ \_\_\_\_\_ (*value equal to first two years of energy savings guarantee*) in a form mutually agreeable to ESCOE and Customer. This will be a two year term. In the event of a guarantee shortfall in years 1 or 2 ESCOE will deposit an amount equal to 110% of the shortfall into an escrow account. This amount will be available for any guarantee savings shortfalls in years 3 through 10. After year 10, any remaining funds will be returned to ESCOE.”

2. Attached is a copy of the actual surety bond related to this guarantee referenced in Item #1 above.
3. The equipment which is provided for a solar PV installation on School District 158 property shall, at a minimum, meet the requirements of ‘Section 466.70 Lab-Certified Equipment’ of Title 83: Public Utilities, Chapter 1: Illinois Commerce Commission, subchapter c: Electric Utilities, Part 466 Electric Interconnection of Distributed Generation Facilities.
4. For reference interested parties can view civil drawings with utility information which have approximate locations of site infrastructure which are posted to the School District 158 website link for the project in the RFP2018-32 Documents section of the Business Opportunities menu tab

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BOND #: [REDACTED]

ENERGY GUARANTEE BOND

SUPERINTENDENT'S OFFICE

KNOW ALL MEN BY THESE PRESENTS: That we, Control Technology & Solutions, LLC D/B/A CTS of [REDACTED], as Principal and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183, as Surety, an insurer having a currently effective certificate of authority to transact such insurance in the State of Illinois, as Surety, are held and firmly bound unto the Board of Education of Consolidated School District 158, 650 Academic Drive, Algonquin, IL 60102, as Obligee, in the sum of [REDACTED] DOLLARS, lawful money of the United States of America, for the payment whereof, well and truly to be made, we the said Principal and Surety, bind ourselves, our heirs, executors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT,

WHEREAS, the above bounden Principal has entered into a contract dated [REDACTED] with Board of Education of Consolidated School District 158 to perform energy modification work at Leggee Elementary, Martin Elementary, Huntley High School, Chesak Elementary, Marlowe Middle School, Heineman Middle School and Transportation/Administration Building, and whereas, part of that contract guarantees a stated amount of energy savings attributed to such modifications, and Board of Education of Consolidated School District 158 has required said Principal to provide, as security, a bond that guarantees that those annual energy savings will be realized in each of the first two years from the date of contract completion, and

WHEREAS, the said Principal has elected to furnish such a bond in the amount stated herein above.

NOW, THEREFORE, if said Principal shall promptly reimburse the Obligee, Board of Education of Consolidated School District 158, for any deficiency in the realized annual energy savings and/or deposit into escrow said deficiency, as determined according to the provisions in the contract, that occur over a two-year period from date of contract completion, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING PROVISIONS:

The liability of the Surety under this bond for all defaults and obligations of the Principal shall not exceed [REDACTED] in the aggregate of the penal sum of the bond hereinabove set out.

This bond shall expire at the end of a two-year period that begins [REDACTED] upon the effective completion date of the contract described above.

IN WITNESS WHEREOF, we, the said Principal and Surety, have hereunto set our hands and seals this 3<sup>rd</sup> day of [REDACTED].

Control Technology & Solutions, LLC  
D/B/A CTS

Principal

By: [REDACTED]

Travelers Casualty and Surety  
Company of America

Surety

By: [REDACTED]

Dana A. Dragoy, Attorney-In-Fact

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