

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees

FROM : Scott Niehaus, Village Manager

DATE : September 27, 2017 Agenda Date: October 5, 2017

TITLE : TIF Lighting LED Replacement Project *TV*

SUBMITTED BY: Tom Ellis, Operations Superintendent, Public Works

**RESULTS:**

Date Bids Were Published N/A Bidding Closed N/A

Total Number of Bids Received 1

Total Number of Bidders Meeting Specifications 1

Bid Security Required Yes X No

Performance Bond Required Yes X No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? Yes X No

If yes, explain:

See attached memo.

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

See attached memo.

**FISCAL IMPACT:**

Amount of Award \$126,000.00 410.710.725.73310

**BACKGROUND/RECOMMENDATION:**

See attached memo.

Has Recommended Bidder Worked for Village Previously X Yes No

If yes, was quality of work acceptable X Yes No

Was item bid in accordance with Public Act 85-1295? X Yes No

Waiver of bids - Public Act 85-1295 does not apply Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_

Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_

Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



To: Scott Niehaus, Village Manager  
Through: Carl Goldsmith, Director of Public Works *3*  
From: Tom Ellis, Operations Superintendent *TE*  
Date: September 27, 2017  
Subject: TIF Lighting LED Replacement Project

Bid specifications were sent to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities Government Purchasing Alliance. Currently 497 communities in Illinois are participating in U.S. Communities Government Purchasing Alliance. The U.S. Communities Government Purchasing Alliance is a program that affords member communities an opportunity to participate in a program whereby a service or commodity is publically bid by a Lead Agency and the results of that competitive solicitation is available to all 90,000 public agencies. The Village used the same process for roofing projects on the Police Department, Village Hall and Public Works buildings. Graybar Electrical submitted the winning bid to US Communities for electrical supplies and fixtures. The bid results are as follows:

<u>Supplier</u>	<u>Total Price</u>
Graybar 900 Regency Dr Glendale Heights, IL	\$126,000.00

This project consists of retrofitting 280 new LED street lamps fixtures in the existing downtown TIF district light standards. The interior electrical components currently use a 180 watt High Pressure Sodium (HPS) bulb. These components will be removed and replaced with 60 watt LED fixtures. Staff estimates an annual savings from electrical usage and maintenance costs of \$20,529.44. The total cost of the materials for re-lamping project is \$126,000.00. The village is applying for a grant from ComEd's Energy Efficiency Program in the amount of \$52,684.80. The village would fund the remaining balance of \$73,315.20 and provide all the labor and equipment necessary for installation. All fixtures would need to be installed prior to December 31, 2017. Based on the estimated energy and maintenance savings, the return on the village's investment would be 3.57 years.

Staff recommends approving, subject to receiving grant funds in the amount of \$52,684.80, the purchase of 280 LED light fixtures from Graybar Electrical through the US Communities contract in the amount of \$126,000.00.

Please place this item on the October 5, 2017 agenda for consideration by the Village Board.

## LED STREET LIGHT INCENTIVE WORKSHEET

June 1, 2017 through December 31, 2017

**DIRECTIONS:** Please save a copy of this form to your computer by selecting "FILE/SAVE AS" before entering text and numbers. Then fill in your information electronically and select "SAVE." Note that this form requires Adobe Reader<sup>®</sup> version 11.0 to function properly. Download the most recent version of Adobe Reader<sup>®</sup> at <http://get.adobe.com/reader>.

### General Specifications

1. A pre-approval application is required; review instructions on the standard and custom incentives pre-approval and final application form. Wait for pre-approval before starting your project.
2. All lighting projects are expected to comply with the Illuminating Engineering Society of North America (IESNA) recommended lighting levels or the local code.
3. Refer to the Default Fixture Wattage Reference Table on page 4 to determine baseline wattage.
4. In addition to the completion of the Watt Reduction Worksheet, the applications must include the LED Streetlight Tracking Sheet detailing all installed/retrofitted fixtures.
5. Original manufacturer's specifications sheets must be submitted with pre-approval and final applications to verify measure eligibility. Measure eligibility information can be found under individual specifications in this worksheet.
6. Photographs of the manufacturer and wattage must be submitted with the pre-approval application for each existing fixture.
7. LED Streetlights are defined as a light illuminating a street or road, typically mounted on a tall pole. This does not include parking lot lights.

### LED Fixtures

#### SPECIFICATIONS

1. Product must be listed on the DesignLights<sup>™</sup> Consortium Qualified Products List available at <http://www.designlights.org/>.

Please complete the watt reduction worksheet on the following page.

EQUIPMENT TYPE and DEFINITION	UNIT	INCENTIVE
<b>LED Fixtures</b> Replacement of an existing street lighting system with a new lighting system containing LED fixtures (project does not have to be a one-for-one replacement).	Reduction in connected watts	<b>Municipal owned streetlights</b> \$1.47 per watt reduced
		<b>Municipal owned streetlights that operate 24 hrs/day</b> \$2.63 per watt reduced

Company Name: Village of Lombard

# LED STREET LIGHT INCENTIVE WORKSHEET

June 1, 2017 through December 31, 2017

## Watt Reduction Worksheet for Municipal Owned Streetlights

Use this worksheet or attach an itemized project plan. (See example in red.)

TYPE OF EQUIPMENT TO BE REPLACED	QUANTITY OF EQUIPMENT TO BE REPLACED	WATTAGE OF EQUIPMENT TO BE REPLACED	TOTAL WATTAGE OF OLD EQUIPMENT	TYPE OF NEW FIXTURE TO BE INSTALLED	QUANTITY OF NEW EQUIPMENT	WATTAGE OF NEW EQUIPMENT	TOTAL WATTAGE OF NEW EQUIPMENT	DIFFERENCE (OLD WATTAGE MINUS NEW)
<i>example: HPS</i>	<i>100</i>	<i>1,100</i>	<i>110,000</i>	<i>example: LED HID Replacement</i>	<i>100</i>	<i>250</i>	<i>25,000</i>	<i>85,000</i>
150 watt HPS	272	188	51,136	MATECH D4 560 40K T3M CL26ASTD	272	60	16,320	34,816
150 watt HPS	8	188	1,504	MATECH D4 560 40K T3M CL26ADIM	8	60	480	1,024
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
			0				0	0
<b>SUBTOTAL OLD WATTAGE MINUS NEW</b>								<b>35,840</b>

EQUIPMENT TYPE	(A) INCENTIVE PER UNIT	(B) UNIT	(A x B) INCENTIVE
Municipal owned streetlights	\$1.47 per watt reduced	Watts reduced (from worksheet above): 35,840	
<b>INCENTIVE REQUESTED</b>			<b>\$ 52,684.80</b>

# LED STREET LIGHT INCENTIVE WORKSHEET

**June 1, 2017 through December 31, 2017**

## Watt Reduction Worksheet for Municipal Owned Streetlights that Operate 24 hrs/day

Use this worksheet or attach an itemized project plan. (See example in red.)

[illegible]

# LED STREET LIGHT INCENTIVE WORKSHEET

June 1, 2017 through December 31, 2017

## Default Fixture Wattage Reference Table

This table is to be used as a reference for determining the wattage of baseline (existing) fixtures. Wattages for all new (proposed) fixtures should be referenced from the new product specifications.

There are many factors that affect the input wattage of a fixture: ballast factor, lamp quality, system voltage, etc. The more information that is provided about your project, the more accurate the incentive and energy savings calculations can be. If there is any doubt as to which fixture type is correct, the conservative wattage will be used. **To verify the number and type of fixture used in incentive calculations are as accurate as possible, pictures are required as defined in General Specifications item #6.**

This table is made up of the most common fixtures but does not include all fixture types. If a fixture type is not listed on this table, it does not necessarily mean that the fixture is not eligible for an incentive. Please visit [ComEd.com/BizIncentives](http://ComEd.com/BizIncentives) or call us at 855-433-2700 if you have any questions.

### HID

NOMINAL WATTS	PULSE START METAL HALIDE	METAL HALIDE	MERCURY VAPOR	HPS
50		72	74	66
70		95		95
75			93	
100		128	125	138
150		190		188
175	208	215	205	
200	232			250
250	288	295	290	295
350	400			
400	456	455	455	465
450	506			
700			780	
750	818	850		835
1000	1080	1080	1075	1100
1500		1610		

# STANDARD AND CUSTOM INCENTIVES PRE-APPROVAL AND FINAL APPLICATION FORM

June 1, 2017 through December 31, 2017

The ComEd® Energy Efficiency Program offers incentives to help businesses reduce electricity use by improving the efficiency of their equipment. Standard incentives are cash incentives for implementing many common energy efficient improvements. Custom incentives are cash incentives for making energy efficient improvements not covered by standard incentives.

Under the Future Energy Jobs Act, all ComEd commercial and industrial customers who had an account with a load below 10MW during the 12 months ending May, 2014, are eligible for standard and custom incentives.

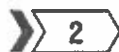
Public sector organizations are eligible for incentives. Complete and submit this pre-approval and final application form; select incentives on the 2017 ComEd Public Sector Workbook or the LED Street Light Incentive Worksheet.

## HOW TO APPLY



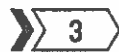
### CHECK PROJECT AND EQUIPMENT ELIGIBILITY

- All installed equipment must meet or exceed specifications described in the incentive worksheets available at [ComEd.com/BizIncentives](http://ComEd.com/BizIncentives). Public sector organizations can apply for incentives by completing a pre-approval application and the 2017 ComEd Public Sector Workbook or the LED Street Light Incentive Worksheet.



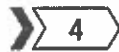
### SUBMIT A PRE-APPROVAL APPLICATION

- A pre-approval application is required for all projects.
- Wait until your application is approved before removing equipment and starting your project. You will receive a reservation letter stating your project has been approved and the amount of incentive reserved.



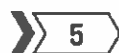
### INSTALL EQUIPMENT OR PERFORM PROJECT WORK

- The incentive reservation allows 90 days to complete your project and submit the final application. Contact the program team if you think your project will require more than 90 days.



### SUBMIT A FINAL APPLICATION

- Submit a final application as soon as your project is completed and any required measurement and verification (M&V) data is collected.



### RECEIVE INCENTIVE PAYMENT

- When your final application is approved by the program team, an incentive check will be mailed to you or your trade ally. Only designated trade allies in good standing may receive incentive payments.

Applications should be submitted by **ONE** of the following methods:

Email: **BusinessEE@ComEd.com** (10MB file size limit; submit multiple emails if necessary)

Fax: **630-480-3436**

Mail: **The ComEd Energy Efficiency Program**  
**700 Commerce Drive, Suite 330, Oak Brook, IL 60523**

ComEd Energy Efficiency Program incentive applications and worksheets can be found at [ComEd.com/BizIncentives](http://ComEd.com/BizIncentives).

Questions? Call 855-433-2700 or email [BusinessEE@ComEd.com](mailto:BusinessEE@ComEd.com)

# STANDARD AND CUSTOM INCENTIVES PRE-APPROVAL AND FINAL APPLICATION FORM

June 1, 2017 through December 31, 2017

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**A. Complete the PRE-APPROVAL APPLICATION CHECKLIST section below and submit all required documents.**

☒ **PRE-APPROVAL APPLICATION CHECKLIST (ALL PROJECTS REQUIRE A PRE-APPROVAL APPLICATION)**

Estimated project cost: \$ 126,000.00

Total incentive requested (total from incentive worksheets): \$ 52,684.00

Estimated project completion date: Dec 2017

**ATTACH THE FOLLOWING (INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED):**

- ☒ 1. Completed application checklist (page 2 of this application)
- ☒ 2. Completed applicant information (page 3 of this application)
- ☒ 3. Scope of work (detailed description of project and proposed equipment)
- ☒ 4. Specification sheets for all proposed equipment
- ☒ 5. Applicable incentives worksheet(s) for incentives requested
- ☒ 6. Customer W-9 form; trade ally W-9 form if applicable

**B. Complete the FINAL APPLICATION CHECKLIST section below and submit all required documents.**

☐ **FINAL APPLICATION CHECKLIST**

Actual project cost: \$ \_\_\_\_\_

Final incentive requested (total from incentive worksheets): \$ \_\_\_\_\_

Actual project completion date: \_\_\_\_\_

**ATTACH THE FOLLOWING (INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED):**

- ☐ 1. Completed application checklist (page 2 of this application)
- ☐ 2. Completed applicant information (page 3 of this application)
- ☐ 3. Dated and itemized invoices listing the type and quantity of installed equipment, including final invoices billed to customer
- ☐ 4. Scope of work depicting the type and quantity of installed equipment
- ☐ 5. Specification sheets for installed equipment, if different from previously submitted
- ☐ 6. Applicable incentives worksheet(s)
- ☐ 7. Trade ally payment authorization (if applicable)



# PRE-APPROVAL AND FINAL APPLICATION FORM

## APPLICANT INFORMATION

June 1, 2017 through December 31, 2017

### CUSTOMER INFORMATION

Company name:  
Village of Lombard

Company contact name:  
Tom Ellis

Telephone:  
6306205988

Address where measures installed (if different from below):  
St. Charles St and Park

Mailing address:  
255 E Wilson Ave

ComEd account number:

0155029084

Title:  
Operations Superintendent

Email:  
ellist@villageoflombard.org

City:  
Lombard

State:  
IL

Zip code:  
60148

City:  
Lomabrd

State:  
IL

Zip code:  
60148

Name as it appears on your electric bill:  
Vilalge of Lombard

Taxpayer ID: FEIN

(Note: Must attach a W-9 form.)

Facility type (check ONE):

- ☐ Office ☐ Warehouse ☐ College/university ☐ Medical ☐ Retail/service  
☐ Grocery ☐ School/K-12 ☐ Heavy industry ☐ Hotel/motel ☐ Light industry  
☐ Restaurant ☐ Multi-family ☒ Miscellaneous Street Lighting

☒ My project is self installed

### SKIP THIS SECTION IF YOU ARE SELF-INSTALLING YOUR PROJECT

### TRADE ALLY / CONTRACTOR INFORMATION - Please list the trade ally/contractor that is the most knowledgeable about your project.

Contracting company:  
Graybar Electric

Contractor contact name:  
John McKittrick

Telephone:  
630-671-6710

Address:  
900 Regency Drive

Title:  
Project Manager Lighting Technical Specialist

Email:  
john.mckittrick@graybar.com

City:  
Glendale Heights

State:  
Illinois

Zip code:  
60139

### CUSTOMER SIGNATURE (REQUIRED AT PRE-APPLICATION AND FINAL APPLICATION)

I certify that the information provided in this application is true and correct. I have read and understand the program requirements and terms and conditions set forth in this application and agree to abide by these requirements. I verify by my signature hereto that I have authority to submit this application.

ComEd customer (Customer) authorized signature:

Print name:

Date:

Title and/or relationship to company:

PLEASE NOTE THAT THIS DOCUMENT WILL REQUIRE RE-SAVING EACH TIME A DIGITAL SIGNATURE IS USED.

# FINAL APPLICATION FORM

## OPTIONAL TRADE ALLY PAYMENT AUTHORIZATION

June 1, 2017 through December 31, 2017

ComEd offers the option to assign your project's incentive payment to an eligible trade ally. Please complete the trade ally payment authorization and submit it with your final application if you are interested in this option.

### TRADE ALLY PAYMENT AUTHORIZATION - (Skip this section if incentive check will be made payable to ComEd customer.)

I am authorizing the payment of the incentive to the trade ally named below and I understand that I will not be receiving the incentive payment from ComEd. I also understand that my release of the payment to a trade ally does not exempt me from the program requirements outlined in the measure specifications and terms and conditions.

**If the contractor is not a trade ally in good standing, the Energy Efficiency Program incentive payment will be sent to the ComEd customer.**

Check should be made payable to the following trade ally payee:

Company name:	Contact name:		
Mailing address:	City:	State:	Zip code:
Telephone:	Email:		

Taxpayer ID: FEIN \_\_\_\_\_ (Note: Must attach a W-9 form.)

Tax status (check ONE): ☐ Individual/Sole Proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Exempt

### AUTHORIZED BY

ComEd customer (Customer) authorized signature:	Print name:	Date:
Title and/or relationship to company:		

**PLEASE NOTE THAT THIS DOCUMENT WILL REQUIRE RE-SAVING EACH TIME A DIGITAL SIGNATURE IS USED.**

# STANDARD AND CUSTOM INCENTIVES TERMS AND CONDITIONS

June 1, 2017 through December 31, 2017

Commonwealth Edison Company (ComEd) is offering Standard and Custom incentives under ComEd Energy Efficiency Program to facilitate the implementation of cost-effective energy-efficiency improvements for eligible non-residential (commercial, industrial, local governments, municipal corporations, public school districts, community college districts, public universities and state/federal facilities) customers (referred to as “businesses”). Standard incentives are cash incentives for implementing many common energy-efficiency improvements. Custom incentives are cash incentives for making energy-efficiency improvements not covered by the standard incentives.

## PROGRAM EFFECTIVE DATES

Program incentives are offered until approved funds are exhausted or December 31 of each program year, whichever comes first. The effective dates of program year 9 are June 1, 2016 through December 31, 2017.

Subsequent program year budgets and plans will be made available toward the end of the existing program year. At the current time, ComEd has a commitment to provide this program through December 31, 2017.

## PROGRAM AND PROJECT ELIGIBILITY

The program offers cash incentives, technical services and whole-building solutions to help businesses use energy more efficiently. Program incentives are available to all non-residential customers (these terms do not apply to individual low-income) within the ComEd service territory who pay into the Energy Efficiency and Demand Response Adjustment (Rider EDA) and receive their electricity over ComEd wires, regardless of retail electric supplier. Funds are limited and subject to availability.

Under the Future Energy Jobs Act, after May 31, 2017, customers who had an account with a load of 10MW or higher during the 12 months ending May, 2014 will not contribute to, nor participate in, the ComEd Energy Efficiency Program.

Project requirements under the program include the following:

- ✓ Projects must involve new equipment installed at an existing facility that results in a permanent reduction in electrical energy usage (kWh).
- ✓ Equipment must be installed and operational.
- ✓ Replaced equipment must be permanently removed. All removed materials, including lamps and ballasts containing polychlorinated biphenyls (PCBs), must be permanently taken out of service and disposed of in accordance with local codes and ordinances. Resale of replaced equipment is expressly forbidden.
- ✓ Any measures installed at a facility must be sustainable and provide 100 percent of the energy benefits as stated in the application for a period of five years or for the life of the product, whichever is less. If the customer ceases to be a delivery service customer of ComEd, or removes the equipment or system at any time during the five-year period or

the life of the product—without having replaced the equipment or system with an equally or more energy-efficient equipment or system during that time—the customer may be required to return a prorated amount of incentive funds to ComEd.

- ✓ Custom projects must involve measures that result in a reduction in electric energy usage due to an improvement in system efficiency. Projects that result in reduced energy consumption without an improvement in system efficiency are not eligible for a custom incentive. However, projects that involve an automated control technology, such as energy management system programming, may be eligible for an incentive. All projects must meet ComEd cost-effectiveness requirements.

Projects that are NOT eligible for an incentive include, but are not limited to, the following:

- Fuel switching (e.g., electric to gas or gas to electric) that does not result in a reduction of total BTUs of electricity and natural gas
- On-site electricity generation (except as part of a qualifying combined heat and power project)
- Projects involving gas-driven equipment in place of electric equipment (such as a chiller)
- Projects using energy savings devices that do not demonstrate measurable and verifiable energy and/or demand savings, including power conditioning (power factor correction, harmonic current reduction, transient voltage protection, lighting voltage regulation or other power-conditioning measures such as interruptible power supplies, rectifiers, etc.) or black box solutions (software, hardware, system or material in which the efficiency is not supported with ComEd accepted certified test results)
- Projects that involve peak-shifting (and not kWh savings)
- Renewables
- Projects that repair or replace existing equipment with like equipment
- Projects for the sole purpose of implementing demand response measures
- Projects receiving funding for the same equipment through any other Energy Efficiency Portfolio (EEP) programs offered by the Department of Commerce Utilities (Ameren, Nicor, Peoples, North Shore)
- Custom projects with simple paybacks greater than the equipment life
- Used equipment
- Linear LED lamp retrofits for fluorescent fixtures



powering lives

# STANDARD AND CUSTOM INCENTIVES TERMS AND CONDITIONS

June 1, 2017 through December 31, 2017

## INCENTIVE PAYMENT LIMITS

For the standard incentives program, the total incentive paid cannot exceed 100 percent of the incremental measure cost or 50 percent of the total project cost, whichever is less. For the custom incentives program, the total incentive paid cannot exceed 100 percent of the incremental measure cost or 100 percent of the total project cost up to \$2 million through a combination of electrical and gas incentives, whichever is less. Local governments, municipal corporations, public school districts, community college districts, public universities and state/federal facilities (public sector grantees) are eligible to receive up to, but not more than, a maximum incentive of \$300,000 per building. A single award may exceed \$300,000 if the application includes multiple project locations. For the public sector, the total incentive paid cannot exceed 75 percent of the total project cost. If additional incentives are provided to the project from other public sources (such as the State Energy Program (SEP) or Illinois Clean Energy Community Foundation (ICECF)), the combined ComEd and other public source incentives cannot exceed 100 percent of the total project cost. For both the standard and custom incentive programs, contractor labor costs can be considered in the project cost. Internal customer labor costs cannot be included in the project cost. The definition of incremental measure cost depends on whether the measure being installed is considered to be a replacement or a retrofit. For replacement measures, the incremental measure cost is defined as the cost to purchase and install the energy efficient equipment minus the cost to purchase and install similar equipment that would meet federal and local energy standards but not qualify for an incentive under this program. For retrofit measures, the incremental measure cost is simply the cost to purchase and install the qualifying measures. Contractor labor costs can be considered in the project cost. Internal customer labor costs cannot be included in the project cost.

## APPLICATION REVIEW PROCESS

A pre-approval application is required for all projects. Funds are reserved for the project when ComEd receives a complete pre-approval application and determines that the project meets the program eligibility requirements. Approval of a pre-approval application is not a guarantee that the final application will be approved or a guarantee of an incentive payment.

ComEd will review final applications for eligibility and completeness. The final application must be submitted within 60 days of project completion. Project documentation, including dated invoices for the purchase and installation of the measures and product specification sheets, is required. The location or business name on the invoice must be consistent with the application information. The project invoice must provide sufficient detail to separate the project cost from the cost of other services, such as repairs and building code compliance. ComEd reserves the right to request additional supporting documentation as deemed necessary to ensure measure eligibility and verify that the expected energy savings will occur.

I acknowledge and understand that it is necessary for ComEd to store, use and share the information contained in this application, as well as information collected in connection with this project. Therefore, I hereby authorize ComEd to collect, store and consider customer data for its internal and Program purposes and to share the customer data with third-party vendors/contractors who are doing work on ComEd's behalf. Requested information could include equipment purchase dates, installation dates, proof that the equipment is operational, manufacturer specifications, warranty information and proof of customer co-payment.

Any customer who submits an incomplete application will be notified of deficiencies upon review of the application; the application will not be processed until all information is received. Customers are encouraged to call the program hotline at 855-433-2700 if they have any questions about documentation requirements.

## REQUIREMENTS FOR CUSTOM PROJECT:

### ELECTRICITY SAVINGS CALCULATION

The annual electricity savings must be calculated for custom projects using industry-accepted engineering algorithms or simulation models. The applicant must estimate the annual electricity usage of both the existing and proposed equipment based on the current operation of the facility. If the existing equipment is at the end of its useful life, the applicant must substitute equipment that would meet the applicable federal and local energy codes when calculating the annual energy savings.

The applicant must be able to clearly describe the method used to calculate the savings. The applicant must provide all assumptions used in the calculations and document the source for these assumptions.

The method and assumptions used by the applicant to calculate the annual savings will be reviewed by ComEd. ComEd is solely responsible for the final determination of the annual energy savings to be used in calculating the incentive amount. ComEd also reserves the right to require specific measurement and verification activities including monitoring both before and after the retrofit and to base any resulting incentive payment on the results of these activities.

ComEd may need to conduct inspections both before and after project implementation to verify equipment and operation conditions. The applicant is required to submit a pre-approval application while the existing equipment is still in operation to allow ComEd the opportunity to verify the existing equipment.

# STANDARD AND CUSTOM INCENTIVES TERMS AND CONDITIONS

June 1, 2017 through December 31, 2017

## INSPECTIONS

ComEd reserves the right to inspect all standard and custom projects to verify compliance with program rules and the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, detailed lighting layout descriptions, metering, data collection, interviews and utility bill data analyses. Upon reasonable notice by ComEd, the customer must allow access to project documents and the facility where the measures were installed for a period of five years after receipt of an incentive payment by ComEd.

## TAX LIABILITY

Incentives may be taxable under federal and state tax codes and, if more than \$600, will be reported to the IRS unless the customer provides acceptable proof that it is exempt from payment of such applicable taxes. In any event, ComEd is not responsible for any taxes that may be imposed on your business as a result of your receipt of a standard or custom incentive, or for providing legal or accounting advice regarding such. Customer should consult with its tax accountant or advisor regarding potential tax liability.

## DISPUTES/GOVERNING LAW

This application shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Cook County, Illinois.

## TOXIC MATERIALS

Neither ComEd, nor its consultants, contractors and/or subcontractors, shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, PCBs or any other toxic substances.

## LIMITATIONS OF LIABILITY

The customer shall independently evaluate any advice or information offered by ComEd related to estimates of electricity savings or program costs and is solely responsible for the selection and implementation of Energy Conservation Measures (ECMs).

IN NO EVENT WILL COMED, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS, BE LIABLE FOR THE CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, THE OPERATION OF CUSTOMER'S FACILITIES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF ECMs AT CUSTOMER'S FACILITIES. IN NO EVENT WILL COMED BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR PARTICIPATION IN

THIS PROGRAM. THE STATE OF ILLINOIS EXEMPTS ITSELF FROM ANY CLAIMS, DEMAND, AND ACTIONS BASED UPON OR ARISING OUT OF ANY SERVICES PERFORMED FOR THE PROGRAM.

Each party hereby agrees to defend, indemnify and hold harmless the other party, its consultants, contractors and subcontractors, and their respective officers, employees, agents, assigns, and successors-in-interest ("Indemnified Parties") from and against any third party claims, damages, losses, liability, costs (including attorney's fees and expenses) for bodily injury to any person (including death resulting therefrom) and property damage arising out of or in connection with the program, except to the extent such claims, damages, losses, liability and costs are caused by the negligence or willful misconduct of the other party. Public sector grantees shall return any and all funds that are determined to have been spent in violation of the grant agreement.

Public sector grantees are prohibited from the sale, lease, transfer, assignment, or encumbrance of any equipment or material purchased with grant funds, without the express written approval of the Department of Commerce for the duration of 5 years or end of product life, whichever is less. In the event of a grantee's failure to comply with this requirement, the Department of Commerce may, at its discretion, require the grantee to transfer to the state ownership of equipment and material purchased with grant funds and bar the grantee from consideration for future funding. The Department of Commerce reserves the right to require the grantee to give it a purchase money security interest in equipment purchased with grant funds for the duration of the grant term.

## DISCLAIMER

ComEd, in its sole discretion, may change any of the terms and/or conditions of this program upon thirty (30) days written notice to customer and/or trade ally.

ComEd does not guarantee that certain energy savings will be achieved and does not make any warranties associated with the measures eligible for incentives under this program. ComEd has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors that sell or install energy-efficiency measures.

The customer shall be entitled to the energy cost savings realized by the customer that result from the installation of ECMs at the customer's site. In consideration of the services provided by ComEd as part of this program, the customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.



900 Regency Drive  
Glendale Heights, IL 60139

**Village of Lombard  
255 East Wilson Avenue  
Lombard Illinois 60148**

### **Scope of Work**

- 1) Remove/Dispose of the component (ballast/lamps/starter/ignitor) located in quantity (272) 150 watt high pressure sodium post top fixtures.**
- 2) Furnish/install quantity (272) LED retrofit kits (MATECH D4-S60-40K-T3M-CL26-STD) in the post top fixtures.**
- 3) Remove/Dispose of the component (ballast/lamps/starter/ignitor) located in quantity (8) 150 watt high pressure sodium post top fixtures.**
- 4) Furnish/install quantity (8) LED retrofit kits (MATECH D4-S60-40K-T3M-CL26-DIM) in the post top fixtures.**



900 REGENCY DR  
GLENDALE HEIGHTS IL 60139-2287  
Phone: 630-893-3600  
Fax: 630-671-6600

To: VILLAGE OF LOMBARD/ELEC  
255 E. WILSON  
LOMBARD IL 60148-3926  
Attn: TOM ELLIS  
Phone: 000-620-5740  
Fax:  
Email: stephen.pleli@graybar.com

Date: 09/26/2017  
Proj Name:  
GB Quote #: 0228503200  
Valid From: 09/26/2017  
Valid To: 10/26/2017  
Contact: STEPHEN PLELI  
Email: stephen.pleli@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: PRICING BASED ON U.S. COMMUNITIES CONTRACT</b>							
100	272 EA	MATECH LIGHTING	D4-S60-40K-T3M- CL26A-STD		\$450.00	1	\$122,400.00
200	8 EA	MATECH LIGHTING	D4-S60-40K-T3M- CL26A-DIM		\$450.00	1	\$3,600.00

**Total in USD (Tax not included): \$126,000.00**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

To: VILLAGE OF LOMBARD/ELEC  
255 E. WILSON  
LOMBARD IL 60148-3926  
Attn: TOM ELLIS

Date: 09/26/2017  
Proj Name:  
GB Quote #: 0228503200

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.