



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
Renewable Energy Certificates – PS1993**

This Contract is made and is dated September 27, 2013 by and between:

PBC: Public Building Commission of Chicago
50 West Washington
Chicago, Illinois 60602 ("PBC") and

Consultant: Renewable Choice Energy
4775 Walnut Street, Suite 230
Boulder, CO., 80301
Attn: Sully Lineberger

For the Services of: Description of Services attached hereto as Exhibit A.

At the total lump sum amount of: \$283.40

Project: ALBANY PARK BRANCH LIBRARY –
RENEWABLE ENERGY CERTICATES

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]
Erin Lavin Cabonargi

Title: Executive Director

Date: 10/15/13

Consultant: RENEWABLE CHOICE ENERGY

By: [Signature]

Title: Vice President

Date: 10.10.2013

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a **Lump Sum Amount** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC, City of Chicago and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC and the City of Chicago harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the PBC or the City of Chicago in defending any such claim.

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9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, and the City of Chicago as set forth in Exhibit C, and which name the PBC and the City of Chicago as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written notice to the Consultant.

16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

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**EXHIBIT A
SCOPE OF SERVICES**

VENDOR is to provide Green-e certified Green Power Renewable Energy Certificates (REC's) for Albany Park Branch Library to offset 70% of the projected electrical use of the project over the first 2 years of building operation, to obtain LEED Credit EA6 and an exemplary performance credit for Green Power purchase.

REC's to be purchased are for 100% wind, national blend.

Provide documentation, including certificates, etc. suitable to obtain LEED EA credit 6 for Green Power purchase.

(SCOPE OF SERVICE FOLLOWS THIS PAGE)

ATTACHMENT A
SCOPE OF WORK
RENEWABLE ENERGY CERTIFICATES (RECs)
FOR ALBANY PARK BRANCH LIBRARY - PS1993

SCOPE OF SERVICES:

The Public Building Commission of Chicago (PBC) is an independent agency which oversees the construction and renovation of public buildings and facilities for various governmental bodies in the Chicago Metropolitan Area.

PBC is committed to sustainable design and construction practices, and seeks LEED Silver or better certification on every new construction project. PBC considers the purchase of Renewable Energy Certificates (RECs) as part of the LEED strategy for several building types.

PBC is seeking a proposal from Vendors to provide Green E certified Renewable Energy Certificates (RECs) to support the PBC effort to achieve the desired LEED level for Albany Park Branch Library. Pertinent information regarding this project is included in Attachment B. Proposers will be expected to perform the following:

1. Provide Green E certified Renewable Energy Certificates (RECs) to support PBC effort to achieve LEED certification.
2. Identify and describe the nature of renewable energy source for these RECs, and their geographical location.
 - a. Submit cost for RECs entirely for Wind power as one option;
 - b. Vendor may also submit costs for alternatives to Wind, if desired.
3. Identify the Green E vintage year eligibility, and whether vintage years of power will match the years of offset.
4. Provide documentation, including certificates, etc. as suitable and required to achieve LEED credit EAc6 Green Power in the version required for each project on Attachment B. Start of offset period to align with Construction Completion date as indicated on Attachment B.
5. Vendor may be required to provide supporting information required to clarify REC source, or as required by GBCI during LEED certification review. If additional information and documentation is required, provide information as directed by the PBC.
6. Provide proposal on attached proposal form, Attachment B. Include proposal for Wind RECs (required), alternative to wind (optional), and exemplary performance credit (required) for Green Power for the Edgewater Branch Library project.
7. PBC reserves the right to award one or more projects to any proposer.

Deliverables

Successful Vendor(s) will be required to submit documentation for REC purchase appropriate for GBCI for LEED review. Vendor(s) are required to provide any requested additional information to address LEED reviewer comments or Requests for Clarification. Initial and any additional LEED submittal is subject to review by the PBC in addition to GBCI review.

Schedule

It is assumed that RECs will be submitted for review by GBCI close to the end of construction period. Vendors are required to submit LEED documentation in the timeframe directed by the PBC, per individual project schedules, to ensure the receipt and upload of the documentation aligns with the LEED Construction Phase submittal.

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
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**EXHIBIT B
SCHEDULE OF COST**

(SCHEDULE OF COST FOLLOWS THIS PAGE)

Public Building Commission of Chicago
 Current projects seeking LEED credit EA6 0 - GREEN POWER

Current Projects Claiming EA 6	Target subset completion or Occupancy	LEED Version	Design Energy from Energy Model		Verify/NE	% Black offset for EA 6	ID credit		Green-e certified power REC's costs
			kBtu	kWh/Y			Offset - kWh/Y x 2 years x 35%	Offset - kWh/Y x 2 years x 70%	
Albany Park Library	Fall 2014	LEED NC 2009	18,000	181,808	9.82	35%	113,571	228,742	35% \$.00125/kWh 70% \$.00125/kWh
			0.00	181,808	9.82	35%	0	0	
				181,808			113,571	228,742	\$ 141.71 - \$283.43

□ = correction

MWh = 3,600 kWh
 282,997.43

price shown for 100% wind national blend
 price shown for Clean Source national blend- wind, biomass, small hydro

\$136.05 \$272.09

1,495.01 438,035 kWh

All pricing shown is for 2013 vintage Green-e certified RECs

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**EXHIBIT C
INSURANCE CERTIFICATE**

(INSURANCE CERTIFICATE FOLLOWS THIS PAGE)

ATTACHMENT C
INSURANCE REQUIREMENTS

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, defense, and contractual. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and

responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission, the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

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PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
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**EXHIBIT D
DISCLOSURE OF RETAINED PARTIES**

(DISCLOSURE OF RETAINED PARTIES FOLLOWS THIS PAGE)

**ATTACHMENT D
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury. I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.



Signature

10.10.2013

Date

Arman Rive

Name (Type or Print)

Vice President

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public

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**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
Renewable Energy Certificates – PS1993**

**EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications**

(M/WBE REPORT FOLLOWS THIS PAGE)

PUBLIC BUILDING COMMISSION PROFESSIONAL SERVICES AGREEMENT

M/WBE REPORT

MBE/WBE Certifications

(CONTRACTS FOR LESS THAN \$25,000)

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

_____ Yes _____ No

If "Yes" check and **ATTACH copy of current Letter of Certification:**

Certifying Agency:

State of Illinois - Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
City of Chicago _____
County of Cook _____
Metropolitan Water Reclamation District _____

Category:

MBE _____
WBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

Company Name

Date

Print Name

Signature