Long Range & Strategic Planning Committee Tentative Minutes November 14, 2023

- 1. Call Meeting to Order: Chairman Griffin called meeting to order at 2:00 p.m. Present: Corbitt, Gillis, Heuer, Janes, Oltmanns, Reising and Griffin. Present via Phone Brent Benardy and team members from Alpha Controls: Absent: Fox.
- 2. Opening Comments: Griffin introduced Cortney who is completing minutes for this meeting.
- 3. Public Comment: None.
- 4. Approval of Minutes October 14, 2023: Motion by Reising to approve minutes, 2nd by Corbitt. Motion carried.
- 5. Discussion and approval of any pending Long Range Invoices: None

A. New Business:

1. Resolution for vehicle purchase/dissolve of revolving fund: Came out of Finance, talked about Executive and Long Range. There is an Ordinance drafted to remove the revolving vehicle fund and create the Long Range Capital fund line item. This will be a cleaner way to take care the funds in the coming year for FY2024. Heuer clarifies the question if the Long Range Committee will be the holders of authorization of the moneys. Griffin explained as always it will go through the normal step process. Motion needed to move Ordinance draft to County Board meeting for creating the Long Range Capital fund. Motion by Janes, 2nd Reising. Motion carried.

6. Old Business:

A. Budget, update Facility Optimization, Energy savings, Community Solar:

Budget update: A payment came in from one of the landfills. Funds are available to pay the bonds. Brent from Alpha Controls is on the phone line and he will be going over information on facility optimization and other energy things to potentially help the county save some money. Refer to the attachment with a subject of "Ogle County Treasurer – Basebid Optimal" for information on the following discussion, Energy Solutions project. Brent stated the following information. The project leverages past investments and building management systems, provides some moderation which will bring the buildings to an up to date cyber security protection level. Couple of connections in our buildings that should really be updated. The primary benefits controls strategies, software solutions that would be added to the counties software offering payback incentives paid back to the county in cash by ComEd or Nicor. Brent states with the energy projects across five of the counties buildings would be an estimated savings of \$45,000 per year. The calculation has been completed with current cost of utilities. Brent provided the estimated cost to execute the project is \$293,014 and a net cost after incentive is estimated at \$220,000. Estimated amount of \$235,060 will be spent if the project is not put into action. See attachment titled "Proposal Base Big – Campus Optimizer" in order to see the layout of the project plan broken down by building. Proposals have been provided to show budgeting long term for the county (see attachments). The Judicial Center is pushing 20 years old and Brent states that within 5-10 years the technology used in there is going to need updates. The project can be done in phases; it does not have to be completed all at once. Positive cash flow would be able to be seen as early as next year Brent stated. The Health Department is currently a standalone building. The Health Department Project allows for the Health Department to take advantage of the utility incentives. Brent has

provided additional proposals and states those are longer term concerns; they are not the immediate focus.

- B. Mike Mudge has done come research on community solar and Mike discussed the potential benefits for the county. Community solar has certain locations that it can be built. It is provided by a third party. Mike is trying to help getting bills on 1 provider versus drawing energy from multiple sources. Mike may be able to get the County 10% or more savings with ComEd. Mike showed the committee a graph which provided information on their solar usage energy savings each month since May 2023. Griffin stated the county did receive their inverter check from ComEd of \$32,512.50 post inspection on the roof check and the panel hook ups. The county is also receiving moneys from Illinois Shines from the state.
- C. Capital Plan/Master Plan update. Facility roof inspections Capital Plan: Griffin states he has an upcoming meeting with Larson Darby and Steve Nelson. In addition to the meeting they will be looking at the 3rd floor room which sustained damage, lose basement flooring and the State's Attorney's building.
- D. Solar project update, energy savings, ComEd inverter rebate.
- E. Courthouse generator, lighting update None
- F. Courthouse 3rd floor wall repair, States Attorney project, Courthouse ventilation Griffin provides an update on the following topics, roof inspection: shingles on the Old Courthouse building are in need of some repair. The thought was mentioned as shingles need replacing to think about using plastic shingles instead. The house the County owns, which is being rented out at this time is having some pluming issues. The County is not putting money into this, the renters are working with Plum Electric to hopefully get that fixed. There is potential roof leaking causing wall issues that need to be looked into.
- G. Other: Nordman updated the committee on an issue regarding the vehicles for the Sheriff's Department. The vehicles were ordered in May 2022 but did not arrive until July/August 2023. The money was in budget for FY22 and did not get rolled over into FY23, resulting in no money to pay for the 5 vehicles that are outstanding at this time. Nordman talked through possible funds that can be used in order to pay for the outstanding balance. Discussion on the need for further data in order to help prevent possible future issues occurred. Sheriff told the car dealership they would be paid the first week of December.
- 7. Closed Session: None
- 8. Open Session Approval of Closed Minutes None (content only subject to State's Attorney review of Closed Minutes)
- 9. Adjournment: With no further business Chairman Griffin adjourned the meeting at 3:00 P.M.

Respectfully submitted, Cortney Hamrick



Detail General Ledger Report

G/L Date Range 12/01/22 - 10/31/23 Include Sub Ledger Detail Exclude Accounts with No Activity

CAL 1830			6.1						
G/L Date	Journal	Journal Type	Sub Ledaer	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number					Source	Reference	Debit Amount	Balance To Date:	\$3,477,375.67
12/30/2022	2023-00000185	JE	GL	Dec 30, 2022 - Payroll Check				613.75	3,476,761.92
				Run Offsetting	_				
12/31/2022	2023-00000370	JE	GL	BANK STATEMENT INTEREST			12,051.86		3,488,813.78
					Month	December 2022 Totals	\$12,051.86	\$613.75	\$3,488,813.78
01/06/2023	2023-00000281	JE	GL	Transfer Ck#1057 to				2,798,575.00	690,238.78
				Harvard/Bond Debt Service Fund					
01/27/2023	2023-00000466	JE	RA	Revenue Collection Payment	Collections		65,752.52		755,991.30
D	5	5		Post	5			4	5:
Receipt Number 2023-0000854	Receipt Batch 2023-00000092	Receipt Des	,	Host/Graduated Fees - Transfer	Received From	olid Wasto	Payment Date 01/27/2023	<i>Amount</i> 65,752.52	Distribution Amount 65,752.52
2023-00000034	2025-00000092	from Solid V		•	Ogie County 30	niu waste	01/2//2025	05,752.52	05,752.52
				3 3			Total	\$65,752.52	\$65,752.52
01/31/2023	2023-00000431	JE	GL	January 31, 2023 Payroll				688.75	755,302.55
01/31/2023	2023-00000600	JE	GL	Check Run Offsetting BANK STATEMENT INTEREST	-		5,942.30		761,244.85
01/31/2023	2023-00000000	JE	GL	DAINK STATEMENT INTEREST					•
00/00/0000	2022 000000	25	-	5 20 2022 B 6	Month	January 2023 Totals	\$71,694.82	\$2,799,263.75	\$761,244.85
02/28/2023	2023-00000623	JE	GL	Feb 28, 2023 - Payroll Check Run Offsetting				538.10	760,706.75
02/28/2023	2023-00000776	JE	GL	BANK STATEMENT INTEREST	-		2,709.55		763,416.30
					Month	February 2023 Totals	\$2,709.55	\$538.10	\$763,416.30
03/31/2023	2023-00000902	JЕ	GL	Mar 31, 2023 - Payroll Check		Tebruary 2023 Totals	φ2,709.33	716.20	762,700.10
, ,				Run Offsetting					•
03/31/2023	2023-00001025	JE	GL	BANK STATEMENT INTEREST			3,091.68		765,791.78
03/31/2023	2023-00001027	JE	GL	BANK STATEMENT INTEREST			3,091.68		768,883.46
03/31/2023	2023-00001031	JE	GL	BANK STATEMENT INTEREST	-			3,091.68	765,791.78
					Mor	nth March 2023 Totals	\$6,183.36	\$3,807.88	\$765,791.78
04/21/2023	2023-00001120	JE	GL	Host Fees Transfer-From			321,016.80		1,086,808.58
04/28/2023	2023-00001133	JЕ	GL	Solid Waste 1st Qtr 2023 April 28, 2023 Payroll Check				1,059.78	1,085,748.80
07/20/2023	2025-00001155	JL	GL	Run Offsetting				1,039.76	1,003,740.00
04/30/2023	2023-00001284	JE	GL	BANK STATEMENT INTEREST	-		3,107.72		1,088,856.52
					М	onth April 2023 Totals	\$324,124.52	\$1,059.78	\$1,088,856.52
05/05/2023	2023-00001243	JE	RA	Revenue Collection Payment			38,748.18	4-/	1,127,604.70
0 ' ' ' '	0			Post				4	D
Receipt Number 2023-00002583	Receipt Batch 2023-00000283	Receipt Des	,	:/Graduated Fees - Transfer	Received From Ogle County Sc	olid Wasto	Payment Date 05/05/2023	<i>Amount</i> 38,748.18	Distribution Amount 38,748.18
2023-00002363	2023-00000203	from Solid V			Ogie County SC	mu vvdSte	03/03/2023	30,/ 1 0.10	30,/40.10
				J J			Total	\$38,748.18	\$38,748.18



Detail General Ledger Report

G/L Date Range 12/01/22 - 10/31/23 Include Sub Ledger Detail Exclude Accounts with No Activity

CAT. 1830									
G/L Date	Journal	Journal Type	Sub Ledaer	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Numbe		71-			Source	Reference	Debit Amount	Balance To Date:	\$3,477,375.67
05/31/2023	2023-00001385	JE	GL	May 31, 2023 Payroll Check				1,285.50	1,126,319.20
03/31/2023	2025-00001363	JL	GL	Run Offsetting				1,205.50	1,120,319.20
05/31/2023	2023-00001568	JE	GL	BANK STATEMENT INTEREST	•		5,193.16		1,131,512.36
						Month May 2023 Totals	\$43,941.34	\$1,285.50	\$1,131,512.36
06/30/2023	2023-00001654	JE	GL	June 30, 2023 - Payroll Check	•	Month May 2023 Totals	, p+3,5+1.3+	1,205.68	1,130,306.68
00/30/2023	2025-00001054	JL	GL	Run Offsetting	•			1,203.00	1,130,300.00
06/30/2023	2023-00001846	JE	GL	BANK STATEMENT INTEREST	•		4,764.23		1,135,070.91
						Month June 2023 Totals	\$4,764.23	\$1,205.68	\$1,135,070.91
07/24/2023	2023-00001924	JE	GL	Host Fees Transfer from Solid	ı	Month June 2023 Totals	381,157.52	\$1,205.00	1,516,228.43
07/24/2023	2025-00001924	JL	GL	Waste-2nd Otr 2023			301,137.32		1,310,220.73
07/31/2023	2023-00001937	JE	GL	July 31, 2023 - Payroll Check				1,272.40	1,514,956.03
				Run Offsetting				•	, ,
07/31/2023	2023-00002119	JE	GL	BANK STATEMENT INTEREST	•		5,355.99		1,520,312.02
						Month July 2023 Totals	\$386,513.51	\$1,272.40	\$1,520,312.02
08/02/2023	2023-00002018	JE	RA	Revenue Collection Payment	Collections	, , , , , , , , , , , , , , , , , , , ,	48,562.09	1 /	1,568,874.11
				Post			,		, ,
Receipt Number	Receipt Batch	Receipt Des	,		Received F		Payment Date	Amount	Distribution Amount
2023-00004025	2023-00000437			ansfer Host/Graduated Fees	Ogle Count	y Solid Waste	08/02/2023	48,562.09	48,562.09
		from Solid V	vaste				Total	\$48,562.09	\$48,562.09
00/21/2022	2022 00002212	15		A 21 2022 De			Total	. ,	· ·
08/31/2023	2023-00002212	JE	GL	Aug 31, 2023 - Payroll Check Run Offsetting				508.10	1,568,366.01
08/31/2023	2023-00002466	JE	GL	BANK STATEMENT INTEREST	•		7,184.61		1,575,550.62
00,01,2020				27 0.7 2 2 2 2					
00/00/0000	2022 2022 472	75	-	G . 20 2022 B . !! G! . !		Month August 2023 Totals	\$55,746.70	\$508.10	\$1,575,550.62
09/29/2023	2023-00002479	JE	GL	Sept 29, 2023 - Payroll Check Run Offsetting				844.30	1,574,706.32
09/30/2023	2023-00002718	JE	GL	BANK STATEMENT INTEREST	•		6,761.36		1,581,467.68
03/30/2023	2023 00002710	32	02	Branco Branco					
						th September 2023 Totals	' '	\$844.30	\$1,581,467.68
10/16/2023	2023-00002687	JE	GL	Host Fees Transfer from Solid			345,566.89		1,927,034.57
10/31/2023	2023-00002733	JE	GL	Waste - 3rd Qtr 2023 Oct 31, 2023 - Payroll Check				1,227.75	1,925,806.82
10/31/2023	2023-00002733	JE	GL	Run Offsetting				1,227.75	1,923,000.02
10/31/2023	2023-00002871	JE	GL	BANK STATEMENT INTEREST			8,041.29		1,933,848.11
					M	lonth October 2023 Totals	\$353,608.18	\$1,227.75	\$1,933,848.11
				Account (ong Range Planning Totals		\$2,811,626.99	\$1,933,848.11
						Capital Improvemnt Totals		\$2,811,626.99	Ψ1,233,0 10.11
				i dild E	5	Grand Totals		\$2,811,626.99	
						Grana rotals	φ1,200,000.10	Ψ=,011,020.33	



Detail General Ledger Report

G/L Date Range 10/01/23 - 10/31/23 Exclude Sub Ledger Detail Exclude Accounts with No Activity

		Journal	Sub						
G/L Date	Journal	Туре	Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Numbe	r 180.1000.018 C	ash BB - Loi	ng Range	Planning				Balance To Date:	\$1,581,467.68
10/16/2023	2023-00002687	JE	GL	Host Fees Transfer from Solid Waste - 3rd Qtr 2023	d		345,566.89		1,927,034.57
10/31/2023	2023-00002733	JE	GL	Oct 31, 2023 - Payroll Check Run Offsetting				1,227.75	1,925,806.82
10/31/2023	2023-00002871	JE	GL	BANK STATEMENT INTEREST	-		8,041.29		1,933,848.11
					ľ	Month October 2023 Totals	\$353,608.18	\$1,227.75	\$1,933,848.11
				Account	Cash BB - L	ong Range Planning Totals	\$353,608.18	\$1,227.75	\$1,933,848.11
				Fund L o	ong Range	Capital Improvemnt Totals	\$353,608.18	\$1,227.75	
						Grand Totals	\$353,608.18	\$1,227.75	



Ogle County Treasurer

105 S. 5th St. Oregon, IL 61061

September - 2023

Presented by: Brent Bernardi

CEO

Cellular: 815.520.3914

Email: brentb@alphaacs.com

Subject: Ogle County Treasurer - Basebid Optimal



Get \$74,558 in utility incentives*, improve temperature control and save \$44,562 per year.

The annual savings alone would be roughly equivalent to building 25 high quality park benches every year.

Target: Address excessive energy costs and reduce temperature and humidity variations to boost the Energy Star® Score.

- As compared to current usage this proposal will save 15% on electricity and 31% on natural gas costs annually.
- Reduce excessive equipment run time operation to extend equipment life.
- Environmental conditions will stabilize; temps will be within 2 degrees of set point. All graphics to be browser based and accessible remotely.

Modern hardware will enhance the monitoring and regulation of indoor air quality by providing more sophisticated humidity control, matching today's optimal energy efficient building codes. Chapter 22 of the ASHRAE handbook cites the impact maintaining low humidity has on reducing the transmission of infectious disease. According to USGBC, several studies have documented a 5-15% increase in attendance with improved indoor air quality and many states calculate funding based on attendance. This presents an opportunity to potentially increase the funding will be received in future years. Dry air is easier to heat and cool, therefore by managing and maintaining low humidity indoor air quality will be improved and energy costs will be reduced.

Patented technology will be deployed that uses a 19-level mathematical matrix to enhance HVAC control systems to significantly enhance energy savings in 195,243 square feet of building space. Among the more than 260 automated features will be automated integration of schedules into the Building Automation System to create custom ramp times for each of the 195 individual pieces of HVAC equipment. In addition, improvements shall be made to improve economizer, relative humidity control, latent energy load management as well elimination of simultaneous heating and cooling. As a result, the building will experience reduction of utility demand costs as well.

An energy savings plan with optimal operation has been described below in financial terms. We have a complete plan to manage the savings shown below as the variations reflect elements of human behavioral choices regarding building operation.

Financial: Project first cost is estimated at \$293,014, less an estimated incentive of \$74,558.

An analysis of the life cycle cost indicates the cost of doing nothing is \$235,060.

	Optimal Operation	Basic Operation
Annual Cost Savings	\$44,562	\$37,877
Utility Incentives	\$74,558	\$63,374
Simple Payback Period	4.9 years	6.06 years
Net Present Value	\$235,060	\$155,849
Savings to Investment Ratio	2.1	.7

Action: Upon approval of the grant application for utility incentive programs, the County can utilize an intergovernmental Cooperative Purchasing Agreement with Omnia Partners to procure this project.

Status: We have prepared a detailed specification for the project to implement ventilation improvements and temperature controls upgrades. We propose to provide equipment operation that will reduce energy savings while making the facility more comfortable. We have completed an energy model and analysis and have a turnkey solution ready for installation in 12 weeks from date of authorization to proceed.

Incentive subject to pre-approval of custom incentive application, savings are not guaranteed

Proposed by: Brent Bernardi	Accepted by:
CEO	Signature:
brentb@alphaacs.com 815.520.3914	Date:
Date: 09/29/23	Title:

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE ENBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTUTUTE ASSENT TO SUCH TERMS AND CONDITIONS

All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

- (a). Except as provided in sub-paragraph
- (b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resaleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier. As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time: The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER. In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts. Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that def
- 6. Force Majeur. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
- 7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
- 8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
- 9. Prices in this quotation remain in effect for 45 days from date of issue.



Proposed By
Brent Bernardi

CEO

M: 815 520-3914 E: brentb@alphaacs.com **Proposal for Temperature Controls**

Ogle County - Building Automation System Modernizations

Proposal #: ACS21-2504 Proposal Date: November 3, 2023

Option 1 – Judicial Center LON Controller Replacements

Executive Summary:

The intent of this proposal is to increase energy efficiency, and to modernize the existing 19-year-old Building Automation System components such that Ogle County facilities operate without disruption, save energy cost, and provide a path forward for the next 20 years. Included in this proposal are modern, cyber secure Direct Digital Controls enhancements utilizing the most current energy efficient measures as published by ASHRAE, such as ASHRAE Guideline 36 and 62.1. The result is a County wide energy efficiency plan resulting in lower electrical and natural gas consumption, while improving functionality and comfort. Leveraging current technologies and complementing existing investments in Schneider Electric technology this proposal will deliver state of the are performance in an easy to use solution that leverages utility incentives, to offset the cost to the County.

Alpha Controls & Services will provide all required utility incentive application support through receipt of final payment. We will also monitor and adjust each building's systems for the first year to ensure performance targets are met. Alpha has delivered similar energy savings projects to McHenry County, Champaign County, and Winnebago County. McHenry County was awarded the Illinois Governor's Award for Sustainability as a result.

Provide new Direct Digital Controls for the following:

- Judicial Center
 - o Air Handling Unit Controls (Qty.3)
 - Hot Water System Controls
 - o Chilled Water System Controls
 - o VAV Controls (Qty.100)
 - o Radiant Ceiling Panel Controls (Qty.51)
 - o Unit Heater Controls (Qty.15)



Option 2 – Courthouse LON Controller Replacements

Executive Summary:

The intent of this proposal is to increase energy efficiency, and to modernize the existing 14-year-old Building Automation System components such that Ogle County facilities operate without disruption, save energy cost, and provide a path forward for the next 20 years. Included in this proposal are modern, cyber secure Direct Digital Controls enhancements utilizing the most current energy efficient measures as published by ASHRAE, such as ASHRAE Guideline 36 and 62.1. The result is a County wide energy efficiency plan resulting in lower electrical and natural gas consumption, while improving functionality and comfort. Leveraging current technologies and complementing existing investments in Schneider Electric technology this proposal will deliver state of the are performance in an easy to use solution that leverages utility incentives, to offset the cost to the County.

Alpha Controls & Services will provide all required utility incentive application support through receipt of final payment. We will also monitor and adjust each building's systems for the first year to ensure performance targets are met. Alpha has delivered similar energy savings projects to McHenry County, Champaign County, and Winnebago County. McHenry County was awarded the Illinois Governor's Award for Sustainability as a result.

Provide new Direct Digital Controls for the following:

- Courthouse
 - o Central Water System Controls
 - o Energy Recovery Unit Controls
 - Water Source Heat Pump Controls (Qty.51)
 - o Unit Heater Controls (Qty.5)



Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- Providing and/or installation of gauges, thermometers, thermo-wells, balancing valves, thermowells, pressure taps & hand valves
- VFD's, starters, and power wiring by others
- Installation of control valves
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- This proposal is valid for 30 days

Option 1: \$445,752 **Option 2:** \$269,780 (Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By		Accepted By	
Name	Brent Bernardi	Name	
Title	CEO	Title	
Company	Alpha Controls & Services, LLC.	Company	
Date	11/3/2023	Date	

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 11/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

- (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
- (b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

- 6. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
- 7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
- 8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
- 9. Prices in this quotation remain in effect for 30 days from date of issue.



Proposed By
Brent Bernardi

CEO

M: 815 520-3914 E: brentb@alphaacs.com **Proposal for Temperature Controls**

Ogle County - Building Automation System Modernizations

Proposal #: ACS21-2504 Proposal Date: November 3, 2023

Option 1 – Judicial Center LON Controller Replacements

Executive Summary:

The intent of this proposal is to increase energy efficiency, and to modernize the existing 19-year-old Building Automation System components such that Ogle County facilities operate without disruption, save energy cost, and provide a path forward for the next 20 years. Included in this proposal are modern, cyber secure Direct Digital Controls enhancements utilizing the most current energy efficient measures as published by ASHRAE, such as ASHRAE Guideline 36 and 62.1. The result is a County wide energy efficiency plan resulting in lower electrical and natural gas consumption, while improving functionality and comfort. Leveraging current technologies and complementing existing investments in Schneider Electric technology this proposal will deliver state of the are performance in an easy to use solution that leverages utility incentives, to offset the cost to the County.

Alpha Controls & Services will provide all required utility incentive application support through receipt of final payment. We will also monitor and adjust each building's systems for the first year to ensure performance targets are met. Alpha has delivered similar energy savings projects to McHenry County, Champaign County, and Winnebago County. McHenry County was awarded the Illinois Governor's Award for Sustainability as a result.

Provide new Direct Digital Controls for the following:

- Judicial Center
 - o Air Handling Unit Controls (Qty.3)
 - Hot Water System Controls
 - o Chilled Water System Controls
 - o VAV Controls (Qty.100)
 - o Radiant Ceiling Panel Controls (Qty.51)
 - o Unit Heater Controls (Qty.15)



Option 2 – Courthouse LON Controller Replacements

Executive Summary:

The intent of this proposal is to increase energy efficiency, and to modernize the existing 14-year-old Building Automation System components such that Ogle County facilities operate without disruption, save energy cost, and provide a path forward for the next 20 years. Included in this proposal are modern, cyber secure Direct Digital Controls enhancements utilizing the most current energy efficient measures as published by ASHRAE, such as ASHRAE Guideline 36 and 62.1. The result is a County wide energy efficiency plan resulting in lower electrical and natural gas consumption, while improving functionality and comfort. Leveraging current technologies and complementing existing investments in Schneider Electric technology this proposal will deliver state of the are performance in an easy to use solution that leverages utility incentives, to offset the cost to the County.

Alpha Controls & Services will provide all required utility incentive application support through receipt of final payment. We will also monitor and adjust each building's systems for the first year to ensure performance targets are met. Alpha has delivered similar energy savings projects to McHenry County, Champaign County, and Winnebago County. McHenry County was awarded the Illinois Governor's Award for Sustainability as a result.

Provide new Direct Digital Controls for the following:

- Courthouse
 - o Central Water System Controls
 - o Energy Recovery Unit Controls
 - Water Source Heat Pump Controls (Qty.51)
 - o Unit Heater Controls (Qty.5)



Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- Providing and/or installation of gauges, thermometers, thermo-wells, balancing valves, thermowells, pressure taps & hand valves
- VFD's, starters, and power wiring by others
- Installation of control valves
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- This proposal is valid for 30 days

Option 1: \$445,752 **Option 2:** \$269,780 (Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By		Accepted By	
Name	Brent Bernardi	Name	
Title	CEO	Title	
Company	Alpha Controls & Services, LLC.	Company	
Date	11/3/2023	Date	

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 11/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

- (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
- (b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

- 6. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
- 7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
- 8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
- 9. Prices in this quotation remain in effect for 30 days from date of issue.



Proposed By
Brent Bernardi

CEO

M: 815 520-3914 E: brentb@alphaacs.com Proposal for Temperature Controls Ogle County - Energy Project

Proposal #: ACS21-2504 Proposal Date: November 3, 2023

Base Bid - Campus Optimizer

Campus Optimizer Configuration

- Patented technology will be deployed that uses a 19-level mathematical matrix to enhance HVAC control systems
 to significantly enhance energy savings in 187,185 square feet of building space. Among the more than 260
 automated features will be automated integration of schedules into the Building Automation System to create
 custom ramp times for each of the 308 individual pieces of HVAC equipment. In addition, improvements shall be
 made to improve economizer, relative humidity control, latent energy load management as well elimination of
 simultaneous heating and cooling. As a result, the building will experience reduction of utility demand costs as well.
- This includes the following properties:
 - o Jail
 - o Judicial Center
 - o Courthouse
 - o Sheriff's Department

Building Automation System

- Network Controller installed at the following:
 - o Courthouse
 - o Sheriff's Department



Field Devices

- Replace existing Air Flow Measuring Station (Qty.3) for improved Outside Air Control, installed at the following:
 - o Judicial Center
- Ceiling Mount Occupancy Sensor (Qty.16) at the following:
 - o Judicial Center
 - o Sheriff's Department
- Thermostat with RH and Override (Qty.28) at the following:
 - o Judicial Center
 - o Sheriff's Department
- MN-SX-CO2 Sensor (Qty.29) at the following:
 - o Judicial Center
 - o Sheriff's Department
- Rooftop Unit Controls Duct Mounted CO2 Sensor (Qty.5) at the following:
 - o Jail



Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- Providing and/or installation of gauges, thermometers, thermo-wells, balancing valves, thermowells, pressure taps
 & hand valves
- VFD's, starters, and power wiring by others
- Installation of control valves
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- This proposal is valid for 30 days

Base Bid: \$xx (Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By		Accepted By			
Name	Brent Bernardi	Name			
Title	CEO	Title			
Company	Alpha Controls & Services, LLC.	Company			
Date	11/3/2023	Date			

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF: AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 11/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

- (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
- (b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

- 6. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
- 7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
- 8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
- 9. Prices in this quotation remain in effect for 30 days from date of issue.

BUDGET



Proposed By
Brent Bernardi

CEO

M: 815-520-3914 E: brentb@alphaacs.com Proposal for Temperature Controls
Ogle County Judicial Center - VAV's

Proposal #: ACS21-2504 Proposal Date: November 3, 2023

Base Bid

This is an extension of the existing Schneider Electric control system by Alpha Controls & Services

General Conditions

- Startup, checkout, Owner training, commissioning, and warranty as specified (1 year standard)
- Provide graphics, trends, and alarms for a browser-based control system that provides remote access to the building system including the following: Text alarms, historical trend data and click and drag scheduling of equipment for weekdays, holidays, and special events
- NOTE: Owner to maintain IT system to support browser-based graphics

VAV Controls (Qty.10)

- Schneider Electric BACnet air terminal unit controller (Typical of 10)
- Provide power & communication cable per electrical specifications (Typical of 10)
- Provide thermostat rough in (Typical of 10)
- Thermostat with push button user interface (Typical of 10)
- Discharge air temperature sensor (Typical of 10)
- Reuse Existing
 - o Unitary control valve (Typical of 10)

BUDGET



Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- Providing and/or installation of gauges, thermometers, thermo-wells, balancing valves, thermowells, pressure taps
 & hand valves
- VFD's, starters, and power wiring by others
- Installation of control valves
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- This proposal is valid for 30 days
- Pricing is for budgetary purposes only and is not final, actual pricing is subject to specific application

Price: \$20,395 (Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By

Name	Brent Bernardi
Title	CEO
Company	Alpha Controls & Services, LLC.
Date	11/3/2023

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS

BUDGET



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 11/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

- (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
- (b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

- 6. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
- 7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
- 8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
- 9. Prices in this quotation remain in effect for 30 days from date of issue.



Proposed By
Brent Bernardi

CEO

M: 815 520-3914 E: brentb@alphaacs.com Proposal for Temperature Controls
Ogle County Health Department-Planning Building

Proposal #: ACS21-2504 Proposal Date: November 3, 2023

Base Bid

The Health Department-Planning building is a mid-tier energy efficient building. However, improvements made to the Building Automation System could further increase energy efficiency. A projected prescriptive incentive is in the range of \$8,000 -\$10,000.

General Conditions

- Startup, checkout, Owner training, commissioning, Omnia Fees, and warranty as specified (1 year standard)
- Provide graphics, trends, and alarms for a browser-based control system that provides remote access to the building system including the following: Text alarms, historical trend data and click and drag scheduling of equipment for weekdays, holidays, and special events
- NOTE: Owner to maintain IT system to support browser-based graphics

Campus Optimizer Configuration

Patented technology will be deployed that uses a 19-level mathematical matrix to enhance HVAC control systems
to significantly enhance energy savings in 17,992 square feet of building space. Among the more than 260
automated features will be automated integration of schedules into the Building Automation System to create
custom ramp times for each of the 3 individual pieces of HVAC equipment. In addition, improvements shall be
made to improve economizer, relative humidity control, latent energy load management as well elimination of
simultaneous heating and cooling. As a result, the building will experience reduction of utility demand costs as well.

Building Automation System

- Network Controller
 - Network controller installed in a local control panel
 - o Provide communications cable to local control panel
 - o Provide power to local control panel



Rooftop Unit Controls (Qty.2)

- Schneider Electric BACnet DDC controller in a field assembled local control panel (Typical of 2)
- Furnish and install conduit and cable from local control panel to equipment where required (Typical of 2)
- Provide communications cable to local control panel (Typical of 2)
- Provide power to local control panel (Typical of 2)
- Reuse thermostat rough in
- Replace Existing
 - o Thermostat with push button user interface (Typical of 4)
 - o Single point temperature sensor (Typical of 4)
 - Averaging temperature sensor (Typical of 2)
- Reuse Existing
 - Direct expansion cooling (Typical of 4)
 - o Gas fired heat enable (Typical of 4)
 - Start/stop relay and current switch (Typical of 4)
 - o Modulating damper actuator (Typical of 4)
- Exhaust Fan Controls (Qty.2)
 - Start/stop relay and current switch (Typical of 2)

Rooftop Unit Controls (Qty.1)

- Schneider Electric BACnet DDC controller in a field assembled local control panel
- Furnish and install conduit and cable from local control panel to equipment where required
- Provide communications cable to local control panel
- Provide power to local control panel
- Reuse thermostat rough in
- Replace Existing
 - o Thermostat with push button user interface (Typical of 2)
 - o Single point temperature sensor (Typical of 2)
 - o Averaging temperature sensor (Typical of 1)
 - Direct expansion cooling (Typical of 2)
 - o Gas fired heat enable (Typical of 2)
 - Start/stop relay and current switch (Typical of 2)
 - o Modulating damper actuator (Typical of 2)



Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- Providing and/or installation of gauges, thermometers, thermo-wells, balancing valves, thermowells, pressure taps
 & hand valves
- VFD's, starters, and power wiring by others
- Installation of control valves
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- This proposal is valid for 30 days

Base Bid: \$83,571 (Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By		Accepted By				
Name	Brent Bernardi	Name				
Title	CEO	Title				
Company	Alpha Controls & Services, LLC.	Company				
Date	11/3/2023	Date				

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. **Price/Delivery Terms**. Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 11/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

- (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
- (b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

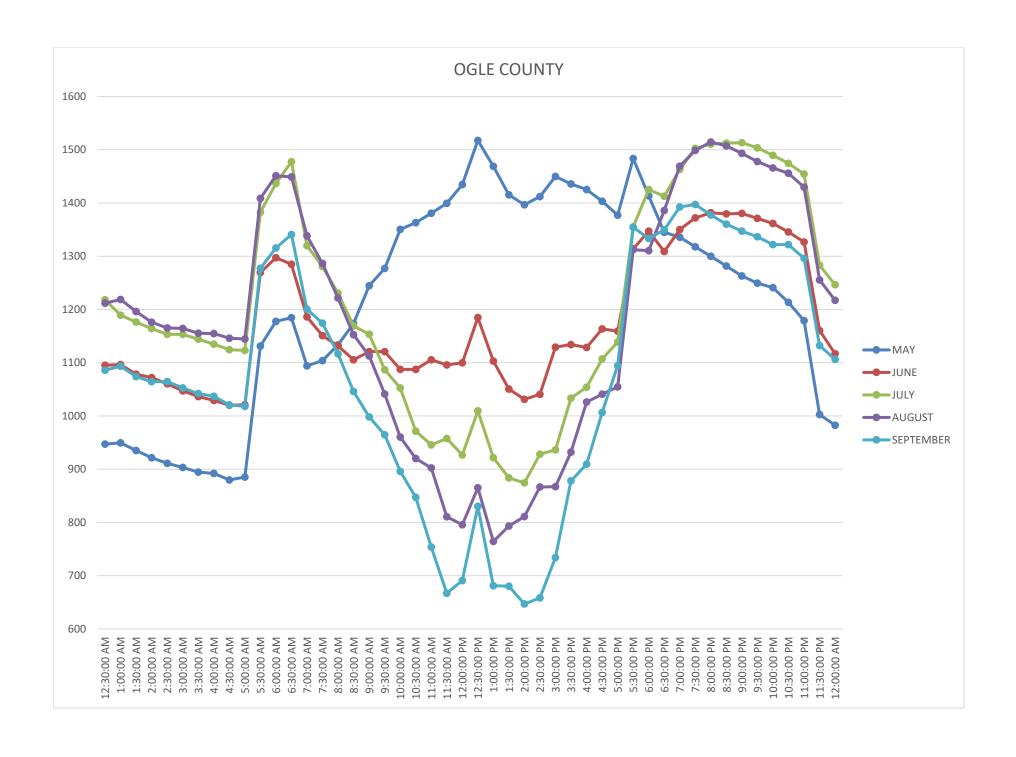
As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

- 6. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
- 7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
- 8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
- 9. Prices in this quotation remain in effect for 30 days from date of issue.



Fwd: Ogle County-Interval data-2959724006 mtr#230215701-Jun-Oct 2023.xlsx

Donald Griffin <dgriffin@oglecountyil.gov>

Mon 10/30/2023 10:04 AM

To:Laura McKean < lmckean@oglecountyil.gov>

1 attachments (96 KB)

Ogle County-Interval data-2959724006 mtr#230215701-Jun-Oct 2023.xlsx;

Get Outlook for iOS

From: mike.mudge rockriverenergyservices.com <mike.mudge@rockriverenergyservices.com>

Sent: Friday, October 27, 2023 11:39:30 AM **To:** Donald Griffin dgriffin@oglecountyil.gov

Subject: FW: Ogle County-Interval data-2959724006 mtr#230215701-Jun-Oct 2023.xlsx

From: mike.mudge rockriverenergyservices.com

Sent: Friday, October 27, 2023 11:36 AM

To: Donald Griffin (griffin.don.51@gmail.com) < griffin.don.51@gmail.com>

Cc: Patty Head <patty@rockriverenergyservices.com>

Subject: FW: Ogle County-Interval data-2959724006 mtr#230215701-Jun-Oct 2023.xlsx

Don, here is the data from the average billing costs for kwhrs and the Solar output that Kenji sent to me on the monthly production.

You were wanting to know the savings so far for the Solar.

Month		Jun-23	23-Jul	23-Aug	23-Sep
Average Cost per kwhr only from Bills	\$ 0.	.10699	\$ 0.10151	\$ 0.10702	\$ 0.10702
Solar Production kwhrs		4430	13760	15560	12420
Savings	\$ 4	473.96	\$ 1,396.80	\$ 1,665.22	\$ 1,329.18

about:blank 1/2

Total offset for kwhr costs \$ 4,865.16

Mike Mudge Rock River Energy Services, Co. 2047 South Illinois Route 2 Oregon, IL 61021 815 751-8825 Direct 815 768-2627

Saving customers Time as well as Energy Costs

From: Patty Head <patty@rockriverenergyservices.com>

Sent: Friday, October 27, 2023 11:03 AM

To: mike.mudge rockriverenergyservices.com < <u>mike.mudge@rockriverenergyservices.com</u>>

Subject: Ogle County-Interval data-2959724006 mtr#230215701-Jun-Oct 2023.xlsx

about:blank 2/2

Payment Breakdown



Item #	Description of Work	Scl	neduled Value	Invoice Sent	,	Amount Paid	Payment Received	
001	Purchase and Store Materials	\$	128,750.00	9/14/2022	\$	128,750.00	10/3/2022	
002	SREC Collateral	\$	7,683.50	2/8/2023	\$	7,683.50	3/6/2023	
003	Install Panels	\$	51,500.00	11/17/2022	\$	51,500.00	12/5/2022	
003	Solar Insure	\$	13,000.00	11/1//2022	\$	13,000.00	12/3/2022	
004	Install Inverters	\$	25,750.00	6/27/2023	\$	25,750.00	7/31/2023	
005	Install Electrical BOS	\$	25,750.00	6/27/2023	\$	25,750.00	7/31/2023	
006	Commission System	\$	12,875.00	6/27/2023	\$	12,875.00	7/31/2023	
007	Install Monitoring Screen & Complete Final Walkthrough/Punchlist	\$	12,875.00	10/18/2023	\$	12,875.00	10/23/2023	
	-	۲	270 102 50		۲	270 102 50		

\$ 278,183.50 \$ 278,183.50

Total Remaining Funds Due \$

RECEIPT



Ogle County Jail

601 W Washington St Oregon, IL 61061 **Receipt Date**

10/30/2023

Invoice No.

INV-1305

Reference

130.05 kW (DC) Solar Array

Stateline Solar

310 W Main St. Lena, IL 61048 United States

Description	Quantity	Unit Price	Amount
Item 007 - Install Monitoring Screen & Complete Final Walkthrough/Punchlist	1	\$12,875.00	\$12,875.00
		Total	\$12,875.00
	————— P	ayment - Check No. 112767 Received 10/23/2023	\$12,875.00
		Balance	\$0.00



OGLE COUNTY COURT HOUSE OGLE COUNTY COURT HOUSE 100 S 5TH ST OREGON, IL 61061

Subject: DG Rebate Payment for Project DGR-22-18456

Congratulations! Enclosed is a rebate check in the amount of \$32,512.50 for participating in the ComEd® DG Rebate Program.

This check applies to the following project:

OGLE COUNTY COURT HOUSE 100 SOUTH 5TH STREET-OREGON-IL-61061

If you have any questions, please contact the DG Rebate team at ComEd.DGRebate@dnv.com or (833) 688-7730 for further assistance.

Sincerely,

The ComEd DG Rebate Team



DNV **Energy Services USA Inc.** 1400 Ravello Drive Katy, TX 77449 Tel: 833.688.7730

BANK OF AMERICA

2-3/710 IL

400000609

01-Nov-23

Pay Thirty-Two Thousand Five Hundred Twelve Dollars And Fifty Cents*****

\$32,512.50

TO THE ORDER OGLE COUNTY COURT HOUSE 100 S 5TH ST **OREGON, IL 61061 United States**

Sten 2. Slant

Void after 6 months

Seel M. Kyper

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

■400000609
■400000609
■400000609

5801001149#

OGLE COUNTY COURT HOUSE / 244191

400000609

INVOICE NUMBER DATE DGR-WK43-22-18456 30-Oct-23		有数数分别的数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据	DISCOUNT	NET AMOUNT 32,512.50	
			.00		
	THE COLD IS NOT	TOTALS:	.00	32,512.50	

Ogle County Buildings Summary:

Attached is our report for each of the below buildings.

Storm Damage

105 S 7th St.

Oregon, IL 61061

-Recommend replacing Roof, Siding, Gutters, and Downs.

1989 IL-2

Oregon, IL 61061

-Recommend replacing roofs on two salt buildings. For the bid given for roof replacement at this address, they will be listed as Shingle roof 1 and Shingle Roof 2.

907 Pines Rd

Oregon, IL 61061

-Recommend replacing roof on garage. On the bid showing full replacement, it will be under the metal roof section under that address.

106 South 5th Street

Oregon, IL 61061

The Judicial Roof is ok. There is however missing paint on the architectural piece which we cannot quote paint.

The Courthouse roof is recommended to be replaced. There are many cracked or missing tiles. Below is one photo that shows one section only and doesn't even point out every missing piece.



Non Storm Damages

510 Lincoln Hwy

Rochelle, IL 61068

-No Damage/The Roof is in good condition.

202 S 1st St.

Oregon, IL 61061

-Replace the black flat roof on the storage building. Due to wear and tear, cannot be pinpointed to storm damage specifically.

5935 E Weld Park Rd

Stillman Valley, IL 61084

Recommend replacing the roofs on shelter 2 and shelter 3 with green metal, to match shelter 1.

Along with replacing the 3 separate bathroom roofs. Damage to park buildings could not be pinpointed to

storm damages. There is a lot of wear and tear on the roofs, and they are recommended to be replaced.

Shelter 1

Pavilion 1 currently is the only pavilion with a Classic Rib metal roof. It does not need to be replaced.

Shelter 2

- -Currently Shingle
- -Change to Classic Rib Metal Roof to match as close as possible to Pavilion 1

Estimate:

Roof \$9,072

Fascia \$756

*Note any sheeting that needs to be replaced is \$96 per sheet, which covers 32 sq feet

Shelter 3

- -Currently Shingle
- -Change to Classic Rib Metal Roof to match as close as possible to Pavilion 1

Estimate:

Roof \$6,930

Fascia \$660

*Note any sheeting that needs to be replaced is \$96 per sheet, which covers 32 sq feet

3 Bathroom Roofs

3 Bathroom Roofs with matching green metal. for \$1,800 $\,$

ORDINANCE 2023-0000

Ordinance to Dissolve the County Vehicle Revolving Purchase Fund And Create the Long Range Planning Vehicle Fund

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, and

WHEREAS, it is in the interest of the efficient and financially responsible operation of the various departments within the government of Ogle County, that vehicles be purchased to conduct the operations of the various departments, and

WHEREAS, the County of Ogle, by Resolution on November 21, 2023, has established a Long Range Capital Improvements Fund for Vehicles, to Include provision of funds for infrastructure and capital purchases Including Vehicles, and Replaces the County Vehicle Revolving Fund.

WHEREAS, the Long Range Planning and Finance Committees of the County of Ogle has deemed it more cost-effective to establish a County Long Range Planning Fund, and has recommended that it be funded with Transfers Approved by the Finance Committee of \$250,000, from the Remainder of the Revolving Fund and The Finance Contingency Funds to The Long Range Planning. in the Amount of \$250,000, and \$250,000, Future Budget Years.

THEREFORE, BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21st day of November, 2023, that the Ogle County Board establish a County Vehicle Long Range Planning Vehicle Purchase Fund, from the Long Range Capital Improvement Fund. The Fund shall operate with the following guidelines:

- 1. Ogle County departments must submit a written request for the purchase of vehicle bids to the Long Range Planning Committee, before or during the annual budget review.
- 2. The Long Range Planning Committee will determine the number of vehicles, and an appropriation amount for the purchase of the vehicles for vehicle only excluding accessories or additional Equipment, and all vehicles must be titled to Ogle County.
- 3. The Long Range Planning Committee will make a recommendation for purchase of any vehicles, and send that recommendation to the Executive Committee, which is charged with the oversight of the County Vehicle Long Range Planning Purchase Fund.
- 4. The Executive Committee will make its final review of the Bid Recommendation of Purchase, and if approved, will authorize the vehicle purchase from the Fund.
- 5. The Treasurer shall be authorized by this Ordinance, to transfer the funds budgeted for Vehicle purchases, maintain all Records and Vehicle Titles and Insurance Information, and record and Transfer any Funds from Sold Vehicles or Insurance Claims Back to the Long Range Planning Vehicle Fund.

	Transfer any Funds from Vehicle Fund.	om Sold Vehicles o	r Insurance	Claims Back	to the Long	Range P	Planning
				John Finfrock	x, Ogle Count	y Board C	 'hairman
ATTEST	٦٠.						