

# REQUEST FOR PROPOSALS

## FC-8047, Energy Service Performance Initiatives



**Atlanta, Georgia**

**Denise Quarles  
Director  
Mayor's Office of Sustainability**

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement**



## CITY OF ATLANTA

Kasim Reed  
Mayor

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DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

April 6, 2015

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (the “DOP”), on behalf of the Mayor’s Office of Sustainability (the “MOS”), a proposal for **FC-8047, Energy Service Performance Initiatives**. The City is soliciting proposals from qualified Energy Service Providers (“ESPs”) capable of providing comprehensive energy management and energy-related capital improvement services and equipment through a Guaranteed Energy Service Performance Contract (“GESPC”) for select City-owned facilities.

A **Pre-Proposal Conference** will be held on **Monday, April 27<sup>th</sup>, at 11:00 a.m.**, at the City Council Chambers in City Hall on the 2<sup>nd</sup> floor. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the MOS, the Office of Contract Compliance, the Ethics Office, Risk Management and Atlanta Workforce Development Agency available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **Monday, April 27, 2015**, are not authoritative. **The last date to submit questions in writing is Monday, May 4, 2015; by 1:00 p.m. EST.**

**The City will be hosting site visits on the following days at the listed locations and times:**

*Monday, April 27, 2015*

- Police Annex 12:30 PM
  - 236 Peachtree Street SW, Atlanta, GA 30303
- Municipal Court Building 2:00 PM
  - 150 Garnett Street SW, Atlanta, GA 30303
- Government Center Parking Deck 3:30 PM
  - 200 Central Avenue Southwest, Atlanta, GA 30303

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*Tuesday, April 28, 2015*

- Grove Park 8:00 AM
  - 709 Hortense Place, Atlanta, GA 30318
- Dunbar Neighborhood Center 10:30 AM
  - 477 Windsor St., SW, Atlanta, GA 30312
- Georgia Hill Neighborhood Center 1:00 PM
  - 250 Georgia Ave., SE, Atlanta, GA 30312
- Adams Recreational Center 3:30 PM
  - 1620 Delowe Drive Southwest, Atlanta, GA 30311

*Wednesday, April 29, 2015*

- Fire Station 21 9:00 AM
  - 3201 Roswell Rd., Atlanta, GA 30305
- Fire Station 34 11:00 AM
  - 3671 Southside Industrial Pkwy, Atlanta, GA 30354
- Hartsfield-Jackson Tech Support Campus 1:30 PM
  - 1255 South Inner Loop Road, College Park, GA 30337
- Chester Motor Facility 3:30 PM
  - 315 Chester Avenue, SE, Atlanta, GA 30316

*Friday, April 30, 2015*

- Utoy Creek Water Reclamation Center 9:00 AM
  - 805 Selig Drive, Atlanta, GA
- Atlanta Workforce Development 1:00 PM
  - 818 Pollard Blvd. SW, Atlanta, GA

**Site Visits are not mandatory but highly encouraged. Please note, that oral answers to questions during any scheduled site visit is not authoritative.**

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, June 10, 2015.**

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.\*\***

Proposals will not be publicly opened, however, the names of the Proponents will be read at 2:01 p. m. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

**The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for June 17-18, 2015, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.**

**This Proposal is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Proposal. In the event of conflict between a version of the Proposal in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.**

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You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Krista A. Morrison, Esq., Contracting Officer, at [kamorrison@atlantaga.gov](mailto:kamorrison@atlantaga.gov), to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$100.00 per package, beginning on Monday, April 6, 2015. All purchased solicitation documents include a scope of work booklet.

**Anticipated Award Phase:**

Phase	Description
<b>Phase I: Active Solicitation Phase</b>	<ul style="list-style-type: none"> <li>Advertisement and selection of Responsive and Responsible Energy Service Provider(s) ("ESP").</li> </ul>
<b>Phase II: Audit Phase</b>	<ul style="list-style-type: none"> <li><b>Audit Negotiation:</b> City and selected ESP(s) negotiate terms and conditions of facility audits to be complete as well as financing options, from the Preliminary Technical Proposal.</li> <li><b>Audit Phase:</b> Selected ESP(s) complete ASHRAE Level 3 Audits and provide the City with a list of ECMs with estimated savings.</li> </ul>
<b>GESPC Phase</b>	<ul style="list-style-type: none"> <li><b>Contract Negotiation:</b> At the City's discretion, City and selected ESP(s) negotiate terms and conditions of the GESPC including project design and financing options.</li> <li><b>Project Implementation:</b> The selected ESP(s) will work with the most appropriate City Department to execute implement strategies designed in Phase II.</li> </ul>
<b>Measurement &amp; Verification</b>	<ul style="list-style-type: none"> <li><b>Measurement and Verification:</b> The selected ESP(s) will perform ongoing measurement and verification through follow-up monitoring, staff trainings, and any required maintenance to ensure the designed savings are being met.</li> </ul>

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in its best interest.

Thank you for your interest in doing business with the City.

Sincerely,



Adam L. Smith

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**Part 1**  
**Information and Instructions to Proponents**

## **Part 1: Information and Instructions to Proponents**

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of the Mayor’s Office of Sustainability (“MOS”), seeks to procure the following services (“Services”): comprehensive energy management and energy-related capital improvement services and equipment through a Guaranteed Energy Service Performance Contract (“GESPC”) for Select Energy Consuming City Owned Facilities. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A – Scope of Services**, included in this RFP.
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive sealed proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Authority to Transact Business in Georgia:** Each Proponent shall submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **Minimum Qualifications:** Each Firm shall have:
  - A minimum of ten (10) years’ experience as an Energy Service Provider (“ESP”).
  - The ESP used for this GESPC shall include companies that meet the definition of either an ESP or an Energy Service Company (“ESCO”) set by the National Association of Energy Service Companies (“NAESCO”), US DOE, or the US EPA Energy Star program. ESPs are not required to be accredited by or members of NAESCO. For the purposes of the RFP, an ESP is also required to possess:
    - (A) a record of successful guaranteed energy savings performance contract projects with documented verified savings that meet or exceed their guarantees;
    - (B) technical and managerial competence to develop comprehensive energy efficiency projects, including but not limited to lighting measures; efficient motors and drives; and measures involving heating, ventilation, and air conditioning systems;
    - (C) technical and managerial competence to provide a full range of energy services; including conducting investment grade energy audits; providing or arranging for project financing, design engineering; providing operations and maintenance services; and verifying energy savings according to accepted industry practices;
    - (D) experience in the design, implementation and installation of ECMs and the technical capabilities to verify that such measures achieve guaranteed energy and operational cost savings or enhanced revenues, according to accepted industry practices; and

(E) the ability to arrange the financing necessary to support energy savings guarantees.

(F) technical personnel to include Professional Engineers (PE's), Certified Energy Managers (CEMs), Certified Energy Auditors, Certified Commissioning Authority, Certified Measurement & Verification Professional, LEED Accredited Professional

- ESP must have the documented capability to be financially responsible for all required financing, engineering, permitting, and construction costs from the audit phase through measurement and verification phase. The City's financial contribution will be an agreed upon portion of the monthly energy usage savings.
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.
  6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 P.M., EST** (as verified by the Bureau of National Standards) on **Wednesday, June 10, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.
  7. **Joint Venture Agreement Deadline:** Each Joint Venture must submit its agreement to the Office of Contract Compliance for approval by **Wednesday, May 20, 2015**. For further details about Joint Venture Participation for this solicitation, please see **Appendix A - Office of Contract Compliance Requirements**.
  8. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Monday, April 27, 2015, at 11:00 A.M.**, at the City Council Chambers, Atlanta City Hall, 2nd Floor, 55 Trinity Avenue, S.W. Atlanta, GA 30303. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.
  9. **Proposal Guarantee: (Not Applicable)**
  10. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Krista A. Morrison, Esq., Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail **kamorrison@atlantaga.gov**, on or before **Monday, May 4, 2015 at 1:00 P.M., EST**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at [www.atlantaga.gov](http://www.atlantaga.gov) and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question

submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

11. **Site Tour:** Each Proponent is highly encouraged to attend the Site Tour, and shall be afforded an opportunity to register in advance by sending an email to Krista A. Morrison, Esq. at [kamorrison@atlantaga.gov](mailto:kamorrison@atlantaga.gov). A Waiver form will be emailed upon request, and a copy of the Waiver form should also be brought to each individual site visit. **The tour is limited to 3 participants per company.** The tours are scheduled as follows:

#### **Site Tour Schedule**

##### *Monday, April 27, 2015*

- Police Annex 12:30 PM
  - 236 Peachtree Street SW, Atlanta, GA 30303
- Municipal Court Building 2:00 PM
  - 150 Garnett Street SW, Atlanta, GA 30303
- Government Center Parking Deck 3:30 PM
  - 200 Central Avenue Southwest, Atlanta, GA 30303

##### *Tuesday, April 28, 2015*

- Grove Park 8:00 AM
  - 709 Hortense Place, Atlanta, GA 30318
- Dunbar Neighborhood Center 10:30 AM
  - 477 Windsor St., SW, Atlanta, GA 30312
- Georgia Hill Neighborhood Center 1:00 PM
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- Adams Recreational Center 3:30 PM
  - 1620 Delowe Drive SW, Atlanta, GA 30311

##### *Wednesday, April 29 2015*

- Fire Station 21 9:00 AM
  - 3201 Roswell Rd., Atlanta, GA 30305
- Fire Station 34 11:00 AM
  - 3671 Southside Industrial Pkwy, Atlanta, GA 30354
- Hartsfield-Jackson Tech Support Campus 1:30 PM
  - 1255 South Inner Loop Road, College Park, GA 30337
- Chester Motor Facility 3:30 PM
  - 315 Chester Avenue, SE, Atlanta, GA 30316

##### *Friday April 30, 2015*

- Utoy Creek Water Reclamation Center 9:00 AM
  - 805 Selig Drive, Atlanta, GA
- Atlanta Workforce Development 1:00 PM
  - 818 Pollard Blvd. SW, Atlanta, GA

12. **Oral Interviews:** The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for **June 17-18, 2015**, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.

13. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
14. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Appendix B - Insurance and Bonding Requirements**, attached to this RFP.
15. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A - Office of Contract Compliance Submittals**, attached to this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
16. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 3; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 4; Proof of Insurance and Bonding Capacity.
17. **Special Rules Applicable to Evaluation of Proposals: (Not Applicable)**
18. **Examination of Proposal Documents:**
  - Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
  - Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
  - City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
  - Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.
19. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City of Atlanta Code of Ordinances.

20. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
21. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted with each proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.
22. **Multiple Awards:** Upon evaluation of the Proposals, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Proponent(s) determined by the City to be the most responsive and responsible of the short-listed Proponents. The City reserves the option to award multiple Agreements at the City’s discretion. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Proponents fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Proponent. This process will continue until final agreements, if possible, are realized.

**23. Anticipated Award Phase:**

Phase	Description
<p><b>Phase I: Active Solicitation Phase</b></p>	<ul style="list-style-type: none"> <li>Advertisement and selection of Responsive and Responsible Energy Service Provider(s) (“ESP”).</li> </ul>
<p><b>Phase II: Audit Phase</b></p>	<ul style="list-style-type: none"> <li><b>Audit Negotiation:</b> City and selected ESP(s) negotiate terms and conditions of facility audits to be complete as well as financing options, from the Preliminary Technical Proposal.</li> <li><b>Audit Phase:</b> Selected ESP(s) complete ASHRAE Level 3 Audits and provide the City with a list of ECMs with estimated savings.</li> </ul>
<p><b>GESPC Phase</b></p>	<ul style="list-style-type: none"> <li><b>Contract Negotiation:</b> At the City’s discretion, City and selected ESP(s) negotiate terms and conditions of the GESPC including project design and financing options.</li> <li><b>Project Implementation:</b> The selected ESP(s) will work with the most appropriate City Department to execute implement strategies designed in Phase II.</li> </ul>
<p><b>Measurement &amp; Verification</b></p>	<ul style="list-style-type: none"> <li><b>Measurement and Verification:</b> The selected ESP(s) will perform ongoing measurement and verification through follow-up monitoring, staff trainings, and any required maintenance to ensure the designed savings are being met.</li> </ul>

24. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq .].”

**Part 2**  
**Contents of Proposals and Required Submittals**

## **Part 2; Contents of Proposals/Required Submittals**

- 1. General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
  - 1.1. **Informational Proposal;** and
  - 1.2. **Cost Proposal.** The Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
  
- 2. Informational Proposals:** An Informational Proposal is comprised of three (3) sources of information:
  - 2.1. **Volume I:** information drafted and provided by a Proponent;
  - 2.2. **Volume II:** information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP; and
  - 2.3. **Volume III:** Preliminary Technical Proposal and Financial Proposal (see **Attachment B: Form of Preliminary Technical Proposal** and **Exhibit A: Scope of Services**).
  
- 3. Information Required to Be Included in Informational Proposal:**
  - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
    - 3.1.1. **Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal:
      - 3.1.1.1. **Executive Summary;**
      - 3.1.1.2. **Organizational Structure;**
      - 3.1.1.3. **Project Team Members;**
      - 3.1.1.4. **Overall Experience, Qualifications and Performance on Previous Projects;**
      - 3.1.1.5. **Management Plan;** and
      - 3.1.1.6. **Award Preference Form (see Appendix E).**
  
    - 3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:
      - 3.1.2.1. **Forms attached to this RFP at Part 4:**
        - 3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act Forms;
        - 3.1.2.1.2. Form 2; Disclosure Form and Questionnaire;
        - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
        - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability;
        - 3.1.2.1.5. Form 4.2; Certification of Bonding Ability
        - 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
        - 3.1.2.1.7. Form 6; Proponent Contact Directory;
        - 3.1.2.1.8. Form 7; Reference List;
        - 3.1.2.1.9. Form 8; Proposal Bond (not applicable); and
        - 3.1.2.1.10. Form 9; Required Submittal Checklist.

**NOTE: Every space on every form must be completed. If the form requires a notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.**

**3.2. Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

**3.2.1. Executive Summary (tabbed in Volume I).**

**3.2.1.1. Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

**3.2.1.2. Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

**3.2.1.2.1.** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

**3.2.1.2.2.** The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

**3.2.1.2.3.** A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential

subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years; and

3.2.1.2.5. A brief history of the company including the number of years in business providing the services you are outlining in your proposal.

3.2.1.3. **Organizational Structure (Tabbed in Volume I).** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.1.3.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

3.2.1.3.2. providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

3.2.1.3.3. providing the names of proposed candidates for each function on the chart.

3.2.1.3.4. As a quality business relationship is important, please include anything else you feel relevant. Please answer the following questions if they are applicable. If not, please indicate N/A.

1. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
2. What is the headquarters location address, phone number and Web site?
3. What is the company ownership structure?
4. How many employees do you have worldwide? In North America? Locally?

5. Provide a sample certificate of insurance identifying your standard insurance coverage.
6. Provide your tax identification number.
7. Provide your Dun & Bradstreet number.
8. What geographical classification applies to your company?
  - Local: (i.e., operates in only one city or state)
  - Regional: (i.e., operates in only one geographical area)
  - Multi-regional: (i.e., operates in more than one region, but not nationally)
  - National: (i.e., provides services across the U.S. only)
  - International: (i.e., conducts business in the U.S. and abroad)

3.2.2. **Project Team Members (Tabbed in Volume I).** Briefly describe the relevant experience, qualifications and educational background for up to ten (10) individual team members assigned to this project using the format provided in **Attachment B: Form of Preliminary Technical Proposal.**

3.2.2.1. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.3. **Overall Experience, Qualifications and Performance on Previous Projects (Tabbed in Volume I).** Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in the Exhibit A: Scope of Services.

3.2.4. **Management Plan (Tabbed in Volume I).** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

3.2.4.1. Proponent's approach to team leadership;

3.2.4.2. how the Proponent will:

3.2.4.2.1. ensure proper communications among pertinent project team members;

3.2.4.2.2. establish and maintain the necessary cooperative relationships;

3.2.4.2.3. coordinate all necessary project activities within that team relationship;

3.2.4.2.4. identify the tools that are intended to be used to manage these project elements, and tasks; and

3.2.4.3. Proponent's proposed method to:

3.2.4.3.1. Identify and resolve issues during the project duration; and

3.2.4.3.2. Make critical decisions.

3.2.5. **Preliminary Technical Proposal (Volume III).** Proponents should include their Preliminary Technical Proposal and Financial Proposal in **Volume III**, with a tab for each section and subsection. Please refer to **Attachment B: Form of Preliminary Technical Proposal** and **Exhibit A: Scope of Services** for further details.

4. **Cost Proposal:** Each Proponent must submit a Cost Proposal using the forms attached to Exhibit A, Scope of Services: **Attachment C-1: Project Installation Cost Form, Attachment C-2: Project Services Cost Form, Attachment D: Form of Implementation Cost by Energy Conservation Measure, Attachment E: Form of First Year Estimated Annual Cost Savings by ECM, and Attachment F: Form of GESPC Cash Flow Summary.** The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped “Original” and twenty (20) copies in a separate sealed envelope.**

If the Audit Report’s cost and fee estimate is greater than, or guaranteed savings is less than, ten percent (10%) of such amounts in ESP’s Preliminary Technical Energy Audit Report, the City may terminate the Audit Agreement in accordance with the terms thereof, and shall not be obligated to pay any amount to ESP(s) in connection with this Audit Agreement.

5. **Submission of Proposals:**

- 5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8047, Energy Service Performance Initiatives** and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP**  
**Chief Procurement Officer**  
**Department of Procurement**  
**55 Trinity Avenue, S.W.**  
**City Hall South, Suite 1900**  
**Atlanta, Georgia 30303-0307**

- 5.2. A Proponent is required **to submit one (1) stamped original and twenty (20) copies of its Informational Proposal.** Each Informational Proposal must be submitted on 8½” x 11” double-sided, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain a table of contents and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 5.3. In addition to the hard copy submission, each Proponent should submit two (2) digital versions of its Proposal in Adobe Portable Document Format (“**PDF**”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

- 5.4. The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number
- 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

## **6. Selection for Competitive Sealed Proposals:**

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to those factors contained in subsection 2-1189(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances):

- (1) Previous experience demonstrating competence to perform the services involved in the solicitation;
- (2) Past performance of previous contracts with respect to time of completion and quality of services;
- (3) The fee or compensation demanded for the services;
- (4) The ability to comply with applicable laws;
- (5) The ability to comply with the schedule for the performance of the services, as required by the City;
- (6) The financial ability to furnish the necessary bonds;
- (7) The financial condition of the offeror;
- (8) The ability to provide staffing of management personnel, satisfactory to the City; and
- (9) The offeror's compliance with the requirements of equal employment opportunity (EEO) and, where applicable, equal business opportunity (EBO) programs, as may be required by ordinance.

**Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:**

- (1) Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals;
- (2) Qualifications and experience of all proposed team members;
- (3) Demonstration that programs and services offered will meet the needs of those in the Community;
- (4) Responses to ALL questions asked within Exhibit A, Scope of Services;
- (5) Responsiveness to all items noted as Required Submittals within the solicitation document;
- (6) Reference submission and satisfactory review; and
- (7) Price.

**7. Responsiveness and responsibility for each Proponent can be observed as the following:**

**7.1. The responsiveness of a Proponent is determined by the following:**

- 7.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
- 7.1.2. The completeness of all material, documents and/or information required by the City; and
- 7.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

**7.2. The responsibility of a Proponent is determined by the following:**

- 7.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
- 7.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
- 7.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
- 7.2.4. The quality of performance of previous contracts or work;
- 7.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
- 7.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and
- 7.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

The following submittals shall be completed and submitted with each Proposal. If any documents are not submitted with your proposal package, your firm may be deemed non-responsive.

**8. Required Submittals:**

Item #	Required Proposal Submittal Check Sheet <sup>1</sup>	Check (√)
	<b>VOLUME I CHECKLIST (Ordered and tabbed as follows):</b>	
1.	Executive Summary	
2.	Organizational Structure	
3.	Project Team Members	
4.	Overall Experience, Qualifications and Performance on Previous Similar Projects	
5.	Management Plan	
6.	Appendix E: Award Preference Form	
	<b>VOLUME II CHECKLIST (Ordered and tabbed as follows):</b>	
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Disclosure Form and Questionnaire	
3.	Form 3; Proponent Financial Disclosure	
4.	Form 4.1; Certification of Insurance Ability	
5.	Form 4.2; Certification of Bonding Ability	
6.	Form 5; Acknowledgment of Addenda	
7.	Form 6; Proponent Contact Directory	
8.	Form 7; Reference List	
9.	Form 8; Proposal Bond (Not applicable to this solicitation)	
10.	Form 9; Required Submittal Checklist	
11.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO/SBE Forms 1, 2, 3 and 4 (to be completed by Proponent and submitted with Proposal) <sup>2</sup>	
	<b>VOLUME III CHECKLIST:</b>	
1.	Preliminary Technical Proposal (see Attachment B: Form of Preliminary Technical Proposal)	
2.	Financial Proposal (see Exhibit A: Scope of Services)	
	<b>COST PROPOSAL</b>	
1.	Exhibit A.1-Cost Proposal, consisting of Attachments C-1, C-2, D, E and F (to be completed by Proponent and submitted in a separate sealed envelope)	

<sup>1</sup> This table is included for Proponents' convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

# **Part 3**

## **Evaluation of Proposals**

### **Part 3; Evaluation of Proposals**

An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below. In addition to the criteria that will be evaluated and scored; please make note of the above-referenced items that will be evaluated but not scored. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

An award shall be made to the most responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. **Should a Proponent not submit any portions of a Required Submittal, they will be deemed non-responsive.**

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEMS</b>	<b>SCORE</b>
<b>22</b>	<b>Project Management</b>	
<b>31</b>	<b>Technical Approach</b>	
<b>22</b>	<b>Cost Proposal</b>	
<b>15</b>	<b>OCC Programs</b>	
<b>10</b>	<b>Financial Conditions</b>	
<b>(100%)</b>	<b>TOTAL SCORE</b>	

#### **End of Instructions to Proponents Section to Include:**

- **Part 1: Information and Instructions to Proponents**
- **Part 2; Contents of Proposals/Required Submittals**
- **Part 3; Evaluation of Proposals**

**Part 4**  
**Required Submittals Forms**

## **Required Submittal (FORM 1)**

### **Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)**

#### **INSTRUCTIONS TO PROPONENTS:**

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_   
Federal Work Authorization User Identification Number

\_\_\_\_\_   
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta \_\_\_\_\_

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (\_\_\_\_\_ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 1 of 7)**

**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT**

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.</b>

**Instructions:** Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

**B. Individual/Entity Information:**

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

No

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 2 of 7)**

### C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.
  
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**
  
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**
  
4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**
  
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**
  
6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
  - (a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**
  
  - (b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**
  
  - (c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 3 of 7)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

- |  |  |                                       |
|--|--|---------------------------------------|
| (a) directly or indirectly, had a business relationship with the City?   | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> |
| (b) directly or indirectly, received revenues from the City?   | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> |

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES**  **NO**

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES**  **NO**

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES**  **NO**

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES**  **NO**

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES**  **NO**

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES**  **NO**

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES**  **NO**

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**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 4 of 7)**

## **D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

“I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror.”

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality** . Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 5 of 7)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 6 of 7)**

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
  - (3) Cancellation of the public contract;
  - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 7 of 7)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed** \_\_\_\_\_ **Name:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the**  
\_\_\_\_\_  
**(title) of** \_\_\_\_\_ **(entity or partnership name) this**  
\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

## **Required Submittal (FORM 3)**

### **Proponent Financial Disclosure (Page 1 of 5)**

**Instructions:** It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 2 of 5)**

**Part A - General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or  
partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity  
or partnership completing this Form  
to the Proponent: \_\_\_\_\_

Contact information of individual,  
entity or partnership completing  
this Form: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 3 of 5)**

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
    - (iv) Two (2) banks or other institutional lenders’ references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 4 of 5)**

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<b><u>Year: 2011</u></b> (Thousands)	<b><u>Year: 2012</u></b> (Thousands)	<b><u>Year: 2013</u></b> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 5 of 5)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

*Sign here if you are an individual:*

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity:*

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Required Submittal (FORM 4.1)**

**Certification of Insurance Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert insurance company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8047**, (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

**PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

**Insurer:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 4.2)**

**Certification of Bonding Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert surety company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](“**Surety**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8047** (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, \_\_\_\_\_ (“**Offeror**”) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only:** The Surety states that Offeror’s uncommitted bonding capacity (not taking into account this Project) is approximately \$ \_\_\_\_\_ (U.S.). Surety’s statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

**PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

**Surety:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 5)**

**Acknowledgment of Addenda**

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8047, Energy Service Performance Initiatives**:

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corporate Proponent:  
[Insert Corporate Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Non-Corporate Proponent:  
[Insert Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 6)**

**Proponent Contact Directory<sup>1</sup>**

<b>NAME</b>	<b>POSITION/TITLE</b>	<b>MAILING ADDRESS</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>EMAIL ADDRESS AND FAX NUMBER</b>

---

<sup>1</sup> The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

**Required Submittal (FORM 7)**

**Reference List**

Each Proponent must provide a list of at least three (3) references using the below- referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference:                      Name  
    Address  
    City, State, Zip  
    Phone  
    Fax

Project Title:

Contact Person: \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

---

*(Use the Same Format to Provide the Additional References)*

**Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”  
(FORM 8)**

**Proposal Bond – NOT APPLICABLE (Page 1 of 2)**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] \_\_\_\_\_ Dollars and Cents (\$\_\_\_\_\_); or [ii] 5% of PRINCIPAL’S Proposal amount for **PROJECT NUMBER: FC-8047, Energy Service Performance Initiatives**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8047, Energy Service Performance Initiatives**, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent’s check otherwise required to accompany this Proposal;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney’s fees to be fixed by the Court.

**Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"**  
**(FORM 8)**

**Proposal Bond – NOT APPLICABLE (Page 2 of 2)**

Enclosed is a Proposal Bond in the approved form, in the amount of either:

- [i] \_\_\_\_\_ Dollars and Cents (\$\_\_\_\_\_), being in the amount of 5% of the CONTRACT Sum; or
- [ii] 5% of PRINCIPAL'S Proposal amount for **FC-8047, Energy Service Performance Initiatives**

\_\_\_\_\_. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**Surety:**  
**Name:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Required Submittal (FORM 9)**

**Required Submittal Checklist**

The following submittals shall be completed and submitted with each Proposal see table below “**Required Proposal Submittal Check Sheet.**” Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponent’s sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and twenty (20) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure. 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Required Proposal Submittal Check Sheet	Check (√)
1	<b>Part I – Instructions to Proponents</b>	( )
2	<b>Part II – Contents of Proposals/Required Submittals</b>	
3	<b>Appendix A - Office of Contract Compliance (Required Submittals Included)</b>	( )
4	<b>Part IV– All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</b> Form 1; Illegal Immigration Reform and Enforcement Act Forms; Form 2; Disclosure Form and Questionnaire; Form 3; Proponent Financial Disclosure; Form 4.1; Certification of Insurance Ability; Form 4.2; Certification of Bonding Ability; Form 5; Acknowledgment of Addenda; Form 6; Proponent Contact Directory; Form 7; Reference List; Form 8; Proposal Bond (Not Applicable); and Form 9; Required Submittal Checklist. Appendix E: Award Preference Form Volume III: Preliminary Technical Proposal and Financial Proposal	( )
5	<b>Proponent’s Official Company Name: Company Physical Address:</b>	
7	<b>President/Vice President/Owner Name:</b> Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
8	<b>Primary Point-of-Contact Concerning RFP:</b> _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

**Exhibit A**  
**Scope of Services**

# EXHIBIT A

## SCOPE OF SERVICES

### I. PURPOSE

The objective of this RFP is to select one or more Energy Service Providers (“ESPs”) to provide the services outlined in this RFP to the City of Atlanta (“the Owner”) for a proposed Guaranteed Energy Service Performance Contract (“GESPC”) Project. The Owner is issuing this RFP with the goal of first executing an Audit Agreement and, if the Owner so elects, subsequently executing a GESPC.

The Project seeks to improve economic efficiency and reduce environmental impacts as it relates to water and energy consumption. Such savings will be guaranteed by the ESP such that the Owner will cover the cost of the Project through the energy savings. Through a GESPC, the Owner and the selected ESP(s) can implement high quality energy conservation measures (“ECM”) and remove barriers due to upfront capital requirements. The Project directly supports the Owner’s targets to reduce energy 20% by 2020.

### II. SCOPE

The Owner is seeking proposals from interested ESPs capable of providing comprehensive energy management and energy-related capital improvement services and equipment through a GESPC for Select Energy Consuming City Owned Facilities listed in Attachment A of this RFP (“Project”). The Project requires a comprehensive energy management and energy related capital improvement strategy to achieve long-term savings through the reduction of energy and water costs in City-owned facilities. These services and improvements are to be delivered on a performance contracting basis that will allow the Owner to incur no initial capital cost.

- **ESP must have the capability to be financially responsible for all required financing, engineering, permitting, and construction costs from the audit phase through measurement and verification phase. The Owner’s financial contribution will be an agreed upon portion of the monthly energy usage savings.**

The Owner seeks to maximize savings that provide the greatest possible energy, water, sewage, and operations and maintenance (“O&M”) savings and the most beneficial Project scope for the Owner. The Owner is interested in essential services and improvements that reduces facility energy and water consumption, upgrades energy-related capital equipment, improves building O&M, saves costs through fuel switching, reduces the cost of waste treatment and disposal, improves demand management, incorporates alternative utility tariffs or alternative commodity purchases, and aids in meeting the Owner’s environmental management responsibilities.

Selected ESP(s) will tailor a comprehensive set of energy conservation measures (“ECMs”) to fit the needs of each particular facility Grouping. The scope of the GESPC(s) will include Group A, Group B, and Group C facilities, or any combination thereof.

- **Group A:** Select water treatment and pumping facilities managed by the Department of Watershed Management (“DWM”);

- **Group B:** Select facilities that are managed by departments dependent on the General Fund (“General Fund Facilities”); and
- **Group C:** Select facilities managed by the Department of Aviation (“DOA”);

A full list of facilities is provided in Attachment A. A summary of their footprint is listed below.

			Electricity		Natural Gas	
Group	Description	Total Square Footage	Total Electricity Usage (FY14)	Total Electricity Cost (FY14)	Total Natural Gas Usage (FY14)	Total Natural Gas Cost (FY14)
Group A	DWM managed facilities	1,173,159	210,239,464kWh	\$13,217,377	3,084,615 therms	\$1,637,657
Group B	General Fund Facilities	5,210,612	56,737,843 kWh	\$4,968,127.7	595,474 therms	\$686,799.3
Group C	DOA managed facilities	1,044,994	23,886,214 kWh	\$2,255,214	140,864 therms	\$325,264

### **General Selection Information**

Respondents are expected to deliver within their proposals:

- 1) Preliminary Technical Proposal, and
- 2) Financial Proposal

#### **Preliminary Technical Proposal:**

To be selected pursuant to this RFP, ESPs are required to submit a Preliminary Technical Proposal. Owner will select the ESP(s) that best meets the needs of Owner in accordance with criteria established by Owner, including but not limited to the comprehensiveness of the Proposal, comprehensiveness of cost-saving measures, experience, quality of technical approach, overall benefits to Owner, and other factors determined by Owner to be relevant to the implementation of the proposed Project. The specific evaluation criteria are set forth in Part 3 of this RFP.

The proposal shall include technical information and examples addressing methods and procedures that the ESP has utilized for similar projects and that will be utilized for this project.

The proposal shall explain the ESP’s typical contract terms including technical details relating to the performance of an ASHRAE Level 3 audit of each proposed energy and/or water efficiency improvement.

Audit methodology, quality and results that will ultimately be used for this project must be approved in writing by the Owner.

The technical audit that will be provided for the Owner in the proposal must include estimates of savings for each individual ECM, including possible retro-commissioning measures. The minimum annual energy and operations & maintenance cost savings, as well as the financing period, will be negotiated prior to the signing of a contract.

Open Book Pricing is required. The Owner wishes to negotiate with the ESP(s) for project margins in accordance with prevailing utility rates. All self-performing work costs to be open and transparent to the Owner.

#### Financial Proposal:

ESP shall be capable of financial responsibility for all required financing cost from the investing phase through measurement and verification phase. The Owner's financial contribution will be an agreed upon portion of the monthly energy usage savings.

The contract time period for any project contracted for this RFP will be negotiated based upon financing terms.

Proposals should define arrangements and delineate the necessary steps that ESP will use to acquire financing.

The selected ESP must be capable of financing the cost of the ECMs included in the GESPC.

Proposals shall provide details on how the proposer intends to responsibly maximize the net economic benefit which will accrue the Owner as a result of this GESPC.

The selected ESP will be required to provide the Owner periodic reports detailing savings and financial status every three months during the first five years of the contract. After five years, reports shall be provided to the Owner twice a year.

Financing must be consistent throughout the project. ESPs will be required to carry the costs. The ESPs will also provide a written guarantee of expected savings. Owner will remit payment only after reconciliation demonstrates that the guarantee was met.

The City of Atlanta seeks to enter into contracts for this program, based upon the best financial proposals, that deliver guaranteed energy, operational and maintenance savings, at the lowest and best costs, minimizing the greatest amount of risk to the City of Atlanta.

ESPs shall be required to provide information differentiating themselves and their financial models, within this proposal. Areas of interest for the City of Atlanta include issues concerning Equipment Ownership, Who Retains Title to Equipment under the ESP's Financial Models, leasing versus purchasing financial options, Issues concerning the necessity of [construction, payment, performance and guaranteed] bonds, in financial situations where ownership does or does not rest with the City of Atlanta. Other issues relative to creating a financial structure that benefits the city of Atlanta, are to also be introduced and discussed as well, during proposal response.

## **General Procurement Information**

### **Audit Phase:**

An ESP(s) selected under this RFP will be required to execute an Audit Agreement, a form of which is attached hereto as Attachment G. If Owner elects to install or implement the ECMs recommended by ESP, ESP(s) will be required to execute a GESPC, a form of which is attached hereto as Attachment H.

Such information must be submitted as a report to the Owner.

- (a) The Investment Grade ASHRAE Level 3 Audit must include estimates of savings (energy/water) for each ECM. Also, the cost estimate for each measure must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt services. A base building system equipment inventory, estimate of resource usage by system and predicted savings (energy/water) by system after implementation of recommended measures and the resource consumption of the building as detailed by benchmarking submission from ESPM must also be included. The audit should include a general assessment of how the major energy and water consuming equipment and systems used impact the energy and water consumption of the base building systems based on a representative sample of spaces as determined by the Owner, and narratives, photographs and any additional explanatory information as required to describe the results of the audit. The report should include: Base building systems and equipment inventory;

After making a final selection under this RFP, Owner and the selected ESP(s) will execute the Audit Agreement, whereby the ESP(s) selected by Owner will be required to perform an ASHRAE Level 3 Audit for each of the buildings indicated in this RFP. In accordance with the Audit Agreement, ESP(s) will be required to produce an Audit Report summarizing its recommendations for ECMs based on anticipated energy, operational water, or waste-water cost savings or revenue increases resulting from the ECMs.

Improvements and services must result in guaranteed minimum annual energy savings, as well as maintaining occupant comfort and operations and maintenance and/or any ancillary services. The combined savings achieved by the installed project is the only source of revenue to cover all project costs including debt service and contractor fee maintenance, monitoring, measurement & verification, and other services, for the duration of the contract. Payments from the Owner must be linked to actual measured or agreed to post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements.

Allowable savings include:

- Energy and water savings.
- Owner material/commodity savings, including scheduled replacement of parts.
- Outside labor cost savings, including maintenance contracts.

Savings not allowed include:

- Owner in-house labor cost.
- Owner deferred maintenance cost.

Annual cost savings beyond guaranteed minimum savings will be held by the Owner, and will not be allocated to shortfalls in other years.

If the Audit Report's cost and fee estimate is greater than, or guaranteed savings is less than, ten percent (10%) of such amounts in ESP's Preliminary Technical Energy Audit Report, then Owner may terminate the Audit Agreement in accordance with the terms thereof, and Owner shall not be obligated to pay any amount to ESP(s) in connection with this Audit Agreement.

#### Guaranteed Energy Savings Performance Contract

After ESP(s) performs the Audit of the facilities in the Group for which the ESP(s) has been selected and submits the Audit Report, Owner, in its sole discretion, may elect to execute a GESPC with ESP, whereby ESP(s) shall design, procure, fabricate, construct, install, commission, and test those ECMs that Owner selects, and in which ESP(s) guarantees a set level of Guaranteed Savings.

If Owner executes a GESPC with ESP, payments due under such GESPC shall be subject to the terms thereof and the Act. If, during the term of the GESPC, legislation authorizing payment under the GESPC is not enacted by the City Council of the City of Atlanta, the GESPC will terminate in its entirety on the last day of the term for which payment has been legislatively authorized.

Any ECM for the facilities will be rigorously reviewed and accepted for the project only if approved by the Owner.

The duration of the contract will be mutually determined between the ESP and the Owner. **All financial obligations shall be the responsibility of the ESPs for the project.**

The GESPC shall comprise two phases of work: (1) ECM Installation Work and (2) ECM Continuing Services. As part of the ECM Installation Work, ESP(s) shall provide detailed designs and specifications for the ECMs and surrounding areas of the Premises for Owners review and comment. ESP(s) shall make all reasonable modifications requested by Owner. ESP(s) shall then proceed to provide ECM Submittals for each ECM. When Owner approves such ECM Submittals, ESP(s) will move forward with installation and implementation of ECMs. ESP(s) shall at all times comply with the Project Installation Schedule. The City will assess a penalty for failure to comply with project installation schedule.

The Contract Time for Work shall begin on the date such work is permitted to proceed under the GESPC and continue through the date established for Final Completion in the GESPC. ECM Continuing Services shall occur as provided in the GESPC, but may continue during and after the Contract Time for Verified Savings, which shall begin on the later of (1) Acceptance of the Work or (2) the date Owner provides a Notice of Commencement of Contract Time for Verified Savings, and shall end at the end of the fiscal year that is no more than fifteen (15) years thereafter.

In accordance with the Act, a GESPC must include a guarantee that the dollar value of Verified Savings will meet or exceed the cost of the ECMs within the Contract Time for Verified Savings, which shall be no longer than fifteen (15) years from Acceptance of the Work. The GESPC will require ESP(s) to provide Owner with an Annual Review of the Guaranteed Savings and Verified Savings, and will hold ESP(s) liable for any annual Verified Savings shortfall.

Prior to entering into a GESPC, Respondent must submit a proposed GESPC to the Director of the Office of Sustainability for review and approval.

The GESPC will further require ESP(s) to furnish to Owner an energy savings guarantee bond and all required payment and performance bonds, to the Owner equal to the amount of Guaranteed Savings for the Contract Time for Verified Savings.

### **Anticipated Terms**

If the Audit Report's cost and fee estimate is greater than, or guaranteed savings is less than, ten percent (10%) of such amounts in ESP's Preliminary Technical Energy Audit Report, then Owner may terminate the Audit Agreement in accordance with the terms thereof, and Owner shall not be obligated to pay any amount to ESP(s) in connection with this Audit Agreement.

Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering audit and negotiation of the project structure. Respondents are encouraged to carefully review the evaluation criteria in the RFP and to respond as completely as possible.

Any cost savings related to retro-commissioning existing systems or maintenance and operation of the facilities will be rigorously reviewed and, if approved by the Owner, will be limited to those that can be thoroughly documented.

Retro-commissioning ECMs must include estimates of savings, recommended corrections, implementation cost, net present value using a specified discount rate and calculated over a fifteen (15) year window or the anticipated lifetime of the equipment, and simple payback. The Energy Star Cash Flow Opportunity Calculator may be used for these calculations. Such information must be submitted as a report to the Owner. This is a requirement for both the RFP and for the Investment Grade Audits.

- (a) The building's benchmarking submission for the previous calendar year consistent with the United States Environmental Protection Agency (EPA) Portfolio Manager tool or as otherwise established by the Department;
- (b) Reporting of energy usage by system and predicted energy savings by system after implementation of the recommended measures; and
- (c) Reporting of water usage by system and predicted water savings by system after implementation of the recommended measures.

## **List of Attachments**

- Attachment A: List of Premises
- Attachment B: Form of Preliminary Technical Proposal
- Attachment C-1: Project Installation Cost Form
- Attachment C-2: Project Services Cost Form
- Attachment D: Form of Implementation Cost by Energy Conservation Measure
- Attachment E: Form of First Year Estimated Annual Cost Savings by ECM
- Attachment F: Form of GESPC Cash Flow Summary
- Attachment I-1 Sample Facility Audit: Utoy Creek
- Attachment I-2 Sample Facility Audit: Adams Recreational Center
- Attachment I-3 Sample Facility Audit: Grove Park Recreation Center
- Attachment I-4 Sample Facility Audit: Georgia Hill Recreation Center
- Attachment I-5 Sample Facility Audit: Dunbar Recreation Center
- Attachment I-6 Sample Facility Audit: Atlanta Workforce Development Agency
- Attachment I-7 Sample Facility Audit: Municipal Court
- Attachment I-8 Sample Facility Audit: Chester Motor Facility
- Attachment I-9 Sample Facility Audit: Hartsfield-Jackson Technology Campus
- Attachment I-10: Sample Facility Audit: Fire Station 21
- Attachment I-11 Sample Facility Audit: Police Annex
- Attachment I-12 Sample Facility Audit: Fire Station 34
- Attachment I-13 Sample Facility: Government Center Parking Deck

**Attachment A**  
**List of Premises**

ATTACHMENT A-1: Group A  
 COA Owned Facilities for ESPC Consideration  
 Includes all facilities owned and operated by the Department of Watershed Management

No.	Department	Site		Site Address	Year Built	Sq Footage	Electricity		Gas		Water	
							FY2014 Consumption (kwh)	Electricity Cost	FY2014 Consumption (therms)	Energy Spend	FY2014 Consumption (ccf)	Energy Spend
1	DWM	TANYARD CREEK CSO TREATMENT FACILITY	CHEMICAL BLDG	155 LORING DR	2005	27,416	316,320	\$ 40,331	-	\$ -		\$ -
2	DWM	UTOY CREEK WRC	PRIMARY CLARIFIER NO. 2	805 SELIG DRIVE	N/A	29,565	20,625,889	\$ 1,390,126	803,552	\$ 486,347		\$ -
		UTOY CREEK WRC	PRIMARY CLARIFIER NO. 3	805 SELIG DRIVE	N/A	48,884						
3	DWM	RM CLAYTON WRC	BLDG NO. 12 OLD SODIUM HYDROX.	2440 BOLTON ROAD	1970	30,508	82,261,420	\$ 4,449,892	1,429,094	\$ 606,971		\$ -
		RCC North Parking Deck	PRIMARY CLARIFIER NO.4 23D	2440 BOLTON ROAD	1972	63,548						
		RM CLAYTON WRC	OLD SCREEN BLD NO. 10	2440 BOLTON ROAD	1972	85,592						
		RM CLAYTON WRC	DRUM SCREEN	2440 BOLTON ROAD	1970	25,073						
4	DWM	CUSTER AVE CSO	CSO	780 SE CUSTER AVE	2006	35,424	267,720	\$ 23,316	-	\$ -		\$ -
5	DWM	SOUTH RIVER WRC	AERATION BASIN (BNR)	2640 JONESBORO ROAD SE	1997	107,432	23,150,231	\$ 1,573,924	12,692	\$ 16,530		\$ -
6	DWM	BOLTON ROAD PIPEYARD	MAIN OFFICE	2750 PEYTON RD	1970	27,850	2,470	\$ 4,533	-	\$ -		\$ -
7	DWM	South Cargo A	CLEAR CREEK CSO	1320 Monroe Drive	2000	38,160	NA	NA	NA	NA		
	DWM	CLEAR CREEK CHEMICAL BUILDING	CLEAR CREEK CHEMICAL BLDG	1320 Monroe Drive	2000	1,650						
8	DWM	DWM ADMIN	ADMIN BLDG(NOT IN AA APPR., BECAUSE WE LEASE, BUT I ADDED	651 14TH STREET	1998	3,312	126,393	\$ 44,074	1,703	\$ 2,784		
9	DWM	HEMPHILL SETTLING SOLIDS COMPLEX	SETTLING SOLIDS BLDG	1350 HOWELL MILL RD.			349,493	\$ 49,830	4,846	\$ 3,471		
			SEDIMENTATION BASIN									
			CLARIFIER #1									
			CONTROL BLDG #1									
			CLARIFIER #2									
			CONTROL BLDG #2									
			CLARIFIER #3									
			CONTROL BLDG #3									
			TRAILER, SUPERVISOR									
			TRAILER, BREAK ROOM									
			TRAILER, MANAGER									
WATER RESERVOIR #1												
			BLDG 1		1972	16,144						
			BLDG 3		1972	3,784						
			BLDG 4		1972	1,891						
			BLDG 5		1972	992						

10	DWM	JAMES C WALKER COMPLEX	CEMENT HOUSE	360 ENGLEWOOD AVENUE,	1972	256	608,053	\$	109,032	9,311	\$	11,191		
			BLDG 7											
			STORAGE SHED											
			MAINT. PERSONNEL WHSE											
			CONCRETE STORAGE BLDG											
			META L STORAGE BLDG											
			PROPERTY IN THE OPEN											
			BAR SCREEN	2640 JONESBORO ROAD SE	1998	11,189 / FR 3,762								
			GRIT BLDG	2640 JONESBORO ROAD SE	1998	4,609 / FR 4,209								
			DRUM SCREEN	2640 JONESBORO ROAD SE	1998	10,647 / FR 3,584								
			PRIMARY ODOR CONTROL FACILITY	2640 JONESBORO ROAD SE	1998	7,294								
			NORTH PRIMARY PUMP STATION	2640 JONESBORO ROAD SE	1959	2,662 / FR 1,302								
			CHEMICAL FEED BLDG	2640 JONESBORO ROAD SE	1959	4,368								
			GRAVITY THICKENER BLDG	2640 JONESBORO ROAD SE	1959	2,077								
			FLOW SPLITTER	2640 JONESBORO ROAD SE	1959	252								
			CLARIFIERS (ABANDONED)	2640 JONESBORO ROAD SE	1959	1,413								
			DIGESTER NO. 1 (ABANDONED)	2640 JONESBORO ROAD SE	1959	1,963								
			DIGESTER NO. 2 (ABANDONED)	2640 JONESBORO ROAD SE	1959	1,963								
			DIGESTER NO. 3 (ABANDONED)	2640 JONESBORO ROAD SE	1959	1,963								
			DIGESTER NO. 4 (ABANDONED)	2640 JONESBORO ROAD SE	1959	2,456 / FR 1.228								
			TANK 200,000 GALLONS	2640 JONESBORO ROAD SE	1961	855								
			POLYMER BLDG (ABANDONED)	2640 JONESBORO ROAD SE	1960	1,080 / FR540								
			SEDIMENTATION BASIN	2640 JONESBORO ROAD SE	1960	3,528								
			DAF BLDG	2640 JONESBORO ROAD SE	1960	2,000 / FR 1,280								
			DIGESTER NO. 4	2640 JONESBORO ROAD SE	1960	7,850								
			DIGESTER NO. 5	2640 JONESBORO ROAD SE	1960	7,850								
			DIGESTER BUILDING B	2640 JONESBORO ROAD SE	1960	4,042 / FR 2,021								
			DIGESTER ROOM BLDG	2640 JONESBORO ROAD SE	1996	364								
			GATE HOUSE	2640 JONESBORO ROAD SE	1960	120								
			ODOR CONTROL BUILDING	2640 JONESBORO ROAD SE	1997	3,864								
			PORTABLE OFFICE ODOR CONTROL	2640 JONESBORO ROAD SE	1997	672								
			MAINTENANCE BLDG	2640 JONESBORO ROAD SE	1979	12,777								
			MAINTENANCE WHSE	2640 JONESBORO ROAD SE	1996	3,116								
			MAINTENANCE SHED	2640 JONESBORO ROAD SE	1997	120								
			DEWATERING BLDG	2640 JONESBORO ROAD SE	1960	11,655								
			SLUDGE THICKENING BUILDING	2640 JONESBORO ROAD SE	1997	8,288								
			RECIRCULATION PUMP BLDG	2640 JONESBORO ROAD SE	1979	9,690 / FR 4,845								

11 DWM

SOUTH RIVER WRC

FINAL CLARIFIER NO. 1	2640 JONESBORO ROAD SE	1979	15,386
FINAL CLARIFIER NO. 2	2640 JONESBORO ROAD SE	1979	15,386
FINAL CLARIFIER NO. 3	2640 JONESBORO ROAD SE	1979	15,386
FINAL CLARIFIER NO. 4	2640 JONESBORO ROAD SE	1979	15,386
EFFLUENT PUMPING STATION	2640 JONESBORO ROAD SE	1979	1,500
FINAL CLARIFIER NO. 5	2640 JONESBORO ROAD SE	1979	15,386
FINAL CLARIFIER NO. 6	2640 JONESBORO ROAD SE	1979	15,386
CHLORINE BLDG	2640 JONESBORO ROAD SE	1979	3,388
ELECTRICAL BLDG	2640 JONESBORO ROAD SE	1979	2,870
BLOWER BUILDING	2640 JONESBORO ROAD SE	1979	6,586
U.V. DISINFECTION POST AERATION	2640 JONESBORO ROAD SE	1979	11,689
EFLUENT FILTERS	2640 JONESBORO ROAD SE	1979	19,196
FILTER BLDG	2640 JONESBORO ROAD SE	1979	3,127
FILTER BLDG	2640 JONESBORO ROAD SE	1979	3,127
COLLECTOR	2640 JONESBORO ROAD SE	1960	70
SOUTH PROMARY SETTLING TANK NO. 1	2640 JONESBORO ROAD SE	1960	8,600
SOUTH PROMARY SETTLING TANK NO. 2	2640 JONESBORO ROAD SE	1960	8,600
SOUTH PROMARY SLUDGE STATION	2640 JONESBORO ROAD SE	1960	2,088 / FR 1,044
JONESBORO RD PUMP STATION	2640 JONESBORO ROAD SE	1987	4,918 / FR 1,578
NORTH PRIMARY CLARIFIER NO. 1	2640 JONESBORO ROAD SE	1960	170
NORTH PRIMARY SETTLING TANK NO. 1	2640 JONESBORO ROAD SE	1960	8,600
ADMIN BLDG	2640 JONESBORO ROAD SE	1960	8,600
LOWER LEVELS	2640 JONESBORO ROAD SE	1960	18,005
LOWER LEVELS	2640 JONESBORO ROAD SE	1960	10,083
CONSTRUCTION MANAGEMENT NO. 1	2640 JONESBORO ROAD SE	1997	1,998
CONSTRUCTION MANAGEMENT NO. 2	2640 JONESBORO ROAD SE	1997	1,836

23,150,231

\$

1,573,924

12,692

\$

16,530

			CONSTRUCTION MANAGEMENT NO. 3	2640 JONESBORO ROAD SE	1997	1,836						
			CONSTRUCTION MANAGEMENT NO. 4	2640 JONESBORO ROAD SE	1997	1,440						
			AERATION BASIN (BNR)	2640 JONESBORO ROAD SE	1997	107,432						
			PROPERTY IN THE OPEN	2640 JONESBORO ROAD SE	1997							
			INFLUENT PUMP BLDG	805 SELIG DRIVE	2001	11,871						
			BAR SCREEN BLDG	805 SELIG DRIVE	2001	6,770						
			GRIT PUMP BLDG	805 SELIG DRIVE	2001	10,598						
			DRUM SCREEN BLDG	805 SELIG DRIVE	2001	15,792						
			PUMP HOUSE #1	805 SELIG DRIVE	2001	20,964						
			PUMP HOUSE #2	805 SELIG DRIVE	2001	23,303						
			PRIMARY CLARIFIER NO. 1	805 SELIG DRIVE	2001	8,466						
			PRIMARY CLARIFIER NO. 2	805 SELIG DRIVE	N/A	29,565						
			PRIMARY CLARIFIER NO. 3	805 SELIG DRIVE	N/A	48,884						
			PRIMARY CLARIFIER NO. 4	805 SELIG DRIVE	1934	N/A						
			DIVERTER @ PUMPHOUSE 1&2	805 SELIG DRIVE	1934	N/A						
			PRIMARY DIVERTER GATE 2	805 SELIG DRIVE	1934	N/A						
			THICKENING CENTRIFUGES BUILDING	805 SELIG DRIVE	1934	N/A						
			BLOWER BUILDING	805 SELIG DRIVE	1934	N/A						
			FOAM BLDG	805 SELIG DRIVE	1934	N/A						
			FINAL CLARIFIER #1	805 SELIG DRIVE	1934	N/A						
			FINAL CLARIFIER #2	805 SELIG DRIVE	1934	N/A						
			FINAL CLARIFIER #3	805 SELIG DRIVE	1934	N/A						
12	DWM	UTOY CREEK WRC	FINAL CLARIFIER #4	805 SELIG DRIVE	1934	N/A	20,625,889	\$	1,390,126	803,552	\$	487,347
			FINAL CLARIFIER #5	805 SELIG DRIVE	1934	N/A						
			MCC BUILDING	805 SELIG DRIVE	1934	N/A						
			EFFLUENT FILTER PUMP STATION	805 SELIG DRIVE	1934	N/A						



			CALCIUM/HYDROXIDE BLDG	2532 BOLTON RD.									
			MAINTENANCE BLDG	2532 BOLTON RD.									
			SODIUM/HYDROXIDE BLDG	2532 BOLTON RD.									
15	DWM	HEMPHILL WATER COMPLEX	MAIN FILTER BLDG	650 BISHOP PL. NW.	1972	16,144	31,078	\$	8,511	2,327	\$	3,015	
			PUMP HOUSE	650 BISHOP PL. NW.									
			SEDIMENTATION BASIN #3/4	650 BISHOP PL. NW.									
			SEDIMENTATION BASIN #5/6	650 BISHOP PL. NW.									
			FLOCCULATION BASIN #1	650 BISHOP PL. NW.									
			FLOCCULATION BASIN #2	650 BISHOP PL. NW.									
			SEDIMENTATION BASIN # 1/2	650 BISHOP PL. NW.									
			CHEMICAL BLDG	650 BISHOP PL. NW.									
			GATE HOUSE	650 BISHOP PL. NW.									
			HEMPHILL ENGINEERING OFFICE	650 BISHOP PL. NW.									
			HYDROCHLORITE BLDG	650 BISHOP PL. NW.									
			CLEARWELL #2	650 BISHOP PL. NW.									
			CLEARWELL #3	650 BISHOP PL. NW.									
			BACKWASH WATER TANK	650 BISHOP PL. NW.									
			NEW CALCIUM HYDROCHLORIDE BLDG	650 BISHOP PL. NW.									
			OLD ABANDONED CALCIUM HYDROCHLORIDE B	650 BISHOP PL. NW.									
			BELOW GRADE BASIN	650 BISHOP PL. NW.									
			PUMPING STATION	650 BISHOP PL. NW.									
			ADMIN BLDG	650 BISHOP PL. NW.									
			CLEARWELL #1	650 BISHOP PL. NW.									
16	DWM	HEMPHILL WATER COMPLEX	SLUDGE THICKENER #2	1350 HOWELL MILL RD			349,493		49,830	4,846		3,471	
			CONTROL BLDG	1350 HOWELL MILL RD									
			SLUDGE THICKENER #1	1350 HOWELL MILL RD									
			MAINTENANCE BLDG	1350 HOWELL MILL RD									
TOTALS					1,173,159	210,239,464	13,217,377	3,084,615	1,637,657	0	0		

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ATTACHMENT A-1: Group B

No.	Department	Site	Column1	Site Address	Year Built	Sq Footage	Electricity		Gas		Water	
							FY2014 Consumption (kwh)	Energy Spend	FY2014 Consumption (therms)	Energy Spend2	FY2014 Consumption (ccf)	Energy Spend3
1	APD	PUBLIC SAFETY HEADQUARTERS	ATLANTA PUBLIC SAFETY HEADQUARTERS	226 PEACHTREE STREET	2008	181,000	3,931,200	\$ 324,766	61	\$ 526		\$ -
2	DPRCA	BEN HILL PARK	BEN HILL REC CTR	2405 FAIRBURN RD SW	1997	27,984	466,370	\$ 62,497	8,971	\$ 13,486		\$ -
3	DPRCA	PITTMAN PARK	SARAH LOWRIE COMMUNITY CTR	950 GIRABALDI ST, SE	1990	28,692	303,100	\$ 31,376	5,956	\$ 7,545		\$ -
4	RCC North Parking Deck	MLK RECREATION CENTER	MLK RECREATION CENTER	90 Boulevard St, NE	2002	29,864	387,840	\$ 36,389	-	\$ -		\$ -
5	DPRCA	GROVE PARK	REC CTR	709 HORTENSE PLACE	1987	30,613	213,340	\$ 21,523	8,523	\$ 9,311		\$ -
6	DPRCA	GRANT PARK	CYCLORAMA	800 CHEROKEE AVE, SE	1920	34,620	333,562	\$ 54,177	8,624	\$ 7,582		\$ -
7	DPRCA	M.L.KING NATATORIUM	M.L.KING NATATORIUM	70 BOULEVARD ST, NE	1940	39,700	137,120	\$ 18,921	-	\$ 2,776		\$ -
8	DPRCA	WASHINGTON PARK	WASHINGTON PARK NATATORIUM	90 OLLIE ST	2003	40,326	1,345,500	\$ 132,368	43,999	\$ 37,019		\$ -
9	DPRCA	ROSEL FANN PARK	ROSEL FANN REC CENTER	365 CLEVELAND AVE, SE	1994	85,356	1,221,060	\$ 129,601	36,042	\$ 25,484		\$ -
10	South Cargo A	ADAMSVILLE PARK	ADAMSVILLE RECREATION CTR	3201 MARTIN LUTHER KING, JR. DR. SW	2004	96,994	1,814,760	\$ 190,761	52,850	\$ 56,103		\$ -
11	OEAM	MUNICIPAL COURT BUILDING*	LENWOOD A. JACKSON SE. JUSTICE BUILDING	150 GARNETT STREET SW	2005	200,000	11,304,443	\$ 932,278	167,067	\$ 143,973		\$ -
12	OEAM	CITY DETENTION CENTER*	CITY DETENTION CENTER	254 PEACHTREE STREET, SW	1995	588,184						
13	OEAM	DETENTION CENTER ANNEX	2477 GATEWAY CENTER	236 PEACHTREE STREET	1981	117,824	2,390,800	\$ 215,480	29,017	\$ 26,108		\$ -
14	OEAM	GEORGIA HILL CENTER	GEORGIA HILL CENTER	250 GEORGIA AVE, SE	1974	46,023	617,760	\$ 55,173	7,916	\$ 13,238		\$ -
15	OEAM	DUNBAR CTR	DUNBAR REC CTR	477 WINDSOR ST, SW	1990	52,411	807,844	\$ 86,772	15,651	\$ 17,613		\$ -
16	OEAM	CITY HALL	CITY HALL TOWER	68 MITCHELL STREET	1929	273,000	10,977,382	\$ 896,117	684	\$ 936		\$ -
17	OEAM	CITY HALL SOUTH	CITY HALL SOUTH	55 TRINITY AVE	1990	283,632						
18	OEAM	Former AJC-Cox Enterprises HQ	Former AJC-Cox Enterprises HQ	72 Marietta Street	Not Available	519,530	7,524,279	\$ 668,758	4,697	\$ 3,565		\$ -
19	OEAM	Atlanta Workforce Development	ACET BLDG	818 POLLARD BLVD. SW	1945	100,000	1,275,600	\$ 128,991	38,349	\$ 40,707		\$ -
20	OEAM	PUBLIC SAFETY PARKING DECK	PUBLIC SAFETY PARKING DECK	65 GARNETT ST., SW	1994	204,213	Not Available	\$ -	Not Available	\$ -		\$ -
23	OEAM	Government Center Parking Deck		200 Central Avenue Southwest, Atlanta, GA 30303	Not Available	Not Available	381,440	\$ 37,373				
	OEAM	Municipal Court Garage		150 GARNETT STREET SW	Not Available	17,177	11,304,443	\$ 934,642	167,067	\$ 143,973		
	DPW	Administration & Main Garage-Motor Transport	Administration & Main Garage-Motor Transport	23 Claire Drive SE	1975	1,789,455	1,870,500	\$200,716.86	91,912	\$ 104,755		
	DPW	Airport Maintenance-Fire and Safety-Motor Transport	Airport Maintenance-Fire and Safety-Motor Transport	4550 ASR Road	Not Available	Not Available	Not Available		Not Available			
	DPW	General Repair Facility-Motor Transport	General Repair Facility-Motor Transport	1370 Howell Mill Road, NW	Not Available	Not Available	3622	\$ 780	-	\$ 2,877		
	DPW	Maddox Park Facility-Motor Transport	Maddox Park Facility-Motor Transport	1115 North Avenue, NW	Not Available	Not Available	0	\$ 3,489	2,201	\$ 2,877		
	DPW	Hill Street Facility-Motor Transport	Hill Street Facility-Motor Transport	1146 Hill Street, SE	Not Available	Not Available	40,000	\$ 5,896	5,434	\$ 7,184		
	DPW	Lakewood Facility-Motor Transport	Lakewood Facility-Motor Transport	128 Claire Drive, SE	Not Available	Not Available	163,538	\$19,350.95	5,252	\$ 6,914		
	DPW	Chester Facility-Motor Transport	Chester Facility-Motor Transport	315 Chester Avenue, SE	Not Available	391,169	289,742	\$35,452.78	17,788	\$20,966.49		
	DPW	Sign Shop/Signal Shop	Sign Shop/Signal Shop	120/124 Claire Drive SW	1964	32,845	217,840	\$25,216.67	9,667	\$ 12,247		
	DPW	North Avenue-Transportation	North Avenue-Transportation	1150 North Avenue	Not Available	Not Available	44,634	\$7094.58	No Meter	No Meter		
		Outdoor Lightin	N/A	N/A	N/A	N/A	27,217,679	\$ 3,000,000	N/A	N/A		

TOTALS 5,210,612.0 83,955,522.0 7,968,127.7 595,474.0 686,799.3

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## ATTACHMENT A-1: Group C

### COA Owned Facilities for ESPC Consideration

Includes all facilities >25,000 sq ft managed by Department of Aviation

No.	Department	Site	Site Address	Year Built	Sq Footage	Electricity		Gas		Water	
						FY2014 Consumption (kwh)	Energy Spend	FY2014 Consumption (therms)	Energy Spend2	FY2014 Consumption (ccf)	Energy Spend3
1	DOA	Tech Campus	1255 South Inner Loop Road, College Park, GA 30337	2002	62,667	1,421,760	\$ 145,216	-	\$ -		
2	DOA	ARFF Facility	ARFF Training Facility Road, Atlanta, GA 30320	2006	26,521	70,560	\$ 8,045	535	\$ 1,836	NA	NA
3	DOA	C4	720 Doug Davis Drive, Hapeville, GA 1984	1984	29,235	938,880	\$ 82,236	NA	NA	251	1836
4	DOA	APD & K9 Facility	West Fayetteville Rd, College Park, GA	1978	45,966	463,872	\$ 40,805	982	\$ 5,101	134	2547
5	DOA	RCC Maintenance Facility	College Park, GA	2009	48,596	1,308,096	\$ 114,152	NA	NA	78	963
6	DOA	RCC North Parking Deck	2351 Rental Car Center Pkwy, College Park, GA 30337	2009	36,206	NA	NA	NA	NA	NA	NA
7	DOA	RCC South Parking Deck	2250 Rental Car Center Pkwy, College Park, GA 30337	2009	37,396	NA	NA	NA	NA	NA	NA
8	DOA	Rental Car Center APM	2200 Rental Car Center Pkwy, College Park, GA 30337	2009	34,554	5,173,666	\$ 640,781	NA	NA	NA	NA
9	DOA	Rental Car Center GICC	2200 Rental Car Center Pkwy, College Park, GA 30337	2009	27,841	601,200	\$ 57,128	8,120	\$ 18,186	7	342
10	DOA	Rental Car Center Main Building	2200 Rental Car Center Pkwy, College Park, GA 30337	2009	140,867	4,339,200	\$ 357,838	6,703	\$ 8,541	92,905	381,368
11	DOA	Rental Car Facility	2300 Rental Car Center Pkwy, College Park, GA 30337	2009	171,653	5,808,960	\$ 486,996	NA	NA	NA	NA
12	DOA	South Cargo A	4300 ASR Road, Atlanta, GA 30320	1997	127,331	1,253,340	\$ 107,339	41,508	\$ 97,200	NA	NA
13	DOA	South Cargo B*	4500 ASR Road, Atlanta, GA 30320	1997	130,634	1,253,340	\$ 107,339	41,508	\$ 97,200	NA	NA
14	DOA	South Cargo D*	4200 ASR Road, Atlanta, GA 30320	1997	125,524	1,253,340	\$ 107,339	41,508	\$ 97,200	NA	NA
15	DOA	Retrofit Exterior Parking and Roadway Lighting to more energy efficiency lighting									
16	DOA	Install Front End Dashboard to all Utilities and Building Management Systems and guarantee savings through the life of the contract.									
Totals					1,044,991	23,886,214	\$ 2,255,214	140,864	\$ 325,264	93,375	\$ 387,056

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**Attachment B**  
**Form of Preliminary Technical Proposal**

**Attachment B**  
**Form of Preliminary Technical Proposal**

Each ESP(s) is required to fully answer all questions in each category listed below. Provide your responses as set forth in the RFP. Enumerate and title each answer to the corresponding Article and Section. Font size should be no smaller than 10 point. All pages associated with Attachment B should be numbered sequentially and not exceed thirty (30) double-sided pages. This page limitation does not apply to Section 1.2 (Project Team Members), the proposed project-specific Commissioning Plan, Measurement and Verification Plan, Maintenance Plan, Preliminary Technical Energy Audit Report, and all Attachments listed in Article 3 hereof. ESPs must also include a Table of Contents, which indicates the Section and page numbers corresponding to the information included.

**ARTICLE 1 - ESP(s) BACKGROUND, PROJECT MANAGEMENT, AND EXPERIENCE**

**1.1 ESP(s) Energy Savings Performance Contracting Experience**

Identify all energy savings performance contracts, or similar agreements, executed by ESP(s) in the past five (5) years. With respect to each such contract, (i) identify the project owner and type of facilities, (ii) for each facility, identify the ECMs installed or implemented, (iii) identify the energy savings, water savings, or operational cost savings that has been measured and verified as directly resulting from such ECMs, (iv) state the amount of the contract price and annual guaranty amount, (v) state whether any guaranty or related contract obligation has been invoked because of a deficiency of energy savings, water savings, or operational cost savings, and (vi) state whether you have been a party to any litigation or arbitration, or whether a contract counterparty has invoked contractual dispute resolution provisions, for an alleged breach by ESP.

**1.2 Project Team Members**

Briefly describe the relevant experience, qualifications and educational background for up to ten (10) individual team members assigned to Owner’s Project using the format provided below. Do not include individual resumes in lieu of the requested information. Owner expects ESP(s) to identify only those team members that ESP(s) anticipates will work directly on the Project if ESP(s) is selected under this RFP. ***Include this information in Volume I.***

ESP’s Technical Qualifications and Personnel Information Form	
Personnel Information	
Name of Project team member:	
Current Employment	
Current job title:	
Number of years with ESP:	
Primary office location:	
Job responsibilities:	

<p>Previous Employment</p> <p>Company name:</p> <p>Number of years with firm:</p> <p>Job responsibilities:</p>	
<p>Educational Background</p> <p>Degrees/disciplines:</p> <p>College/university:</p>	
<p>Professional/Technical</p> <p>Professional affiliations:</p> <p>Publications:</p> <p>Technical training:</p> <p>Indicate the total years of relevant energy-related experience for this individual:</p>	
<p>Five Year History of Guaranteed Energy Savings Project Experience</p>	
<p>List all energy performance contracting projects this individual has been involved with during the past five Years including:</p> <p>Project location:</p> <p>Type of facilities:</p> <p>ECMs Implemented:</p> <p>Year implemented:</p> <p>Dollar value of installed project costs:</p>	
<p>Describe the specific role and responsibilities this individual had for each listed project.</p>	
<p>Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.</p>	

Describe any other relevant technical experience.	
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Submit an organizational chart that clearly identifies the roles and relationships of all key team members specifically assigned to this Project.

### 1.3 Project History and Client References

Using the form below, list at least 3 energy performance contracting projects in repayment by and currently under contract with your firm. Limit your response ONLY to those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division of office who will be specifically assigned to this project. Attach additional sheets as necessary. Please put an asterisk by any project references involving buildings similar to the building(s) described in the technical appendices. **All information requested is required.**

#### Project History and Client Reference Form

<b>Project Name and Location; Number of Buildings, Primary Use; Total Square Footage</b>	
<b>Project Dollar Amount (installed project costs); Source of Project Financing</b>	
<b>Primary ECMs Installed; ESP Services provided</b>	
<b>Construction Start &amp; End Dates</b>	
<b>Contract Start &amp; End Dates</b>	
<b>Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)</b>	
<b>Method(s) of Savings Measurement and Verification</b>	
<b>Provide CURRENT and ACCURATE contact information of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.</b>	

<p><b>Describe the specific roles and responsibilities of ESP personnel associated with the identified projects. Limit your response to only those personnel who will be directly involved with this Customer's project.</b></p>	
<p><b>Additional ESP Notes or Comments</b></p>	

#### 1.4 Premises Evaluation

Describe your approach to selecting ECMs for facilities. Describe the criteria you use to evaluate whether an ECM is appropriate and feasible for particular facilities and for set levels of comfort.

#### 1.5 Commissioning

Describe your approach to commissioning installed or implemented ECMs.

#### 1.6 Measurement and Verification

Describe your approach to measurement and verification of Verified Savings. With regard to various types of ECMs, explain your general approach to verify the resultant Verified Savings.

#### 1.7 Maintenance and Service

Describe your approach to continuing maintenance and service of installed or implemented ECMs. State the length of time you normally provide or would expect to provide such services for various types of ECMs.

#### 1.8 Warranty and Repairs

Describe your approach to warranting ECMs, related equipment, and work to install or implement same. Describe your typical procedures for responding to warranty claims under energy savings performance contracts. Describe your approach and typical procedures to performing repair work on any defective, deficient, non-conforming, or incomplete work under an energy savings performance contract.

#### 1.9 Subcontracting and Subconsulting

Describe your approach to subcontracting and subconsulting, and identify the factors you consider in determining whether to subcontract portions of work or services. If you generally use particular subcontractors or subconsultants more than others, identify them and describe the scope of work or services they typically perform.

## **ARTICLE 2 - PROJECT- AND SITE-SPECIFIC TECHNICAL INFORMATION**

**2.1** ESP(s) shall conduct a Preliminary Technical Energy Audit as described in this Article.

The preliminary audit is to be conducted by ESP(s) on the Premises identified in this RFP. At a minimum, the following information is required:

1. Identification of preliminary ECMs;
2. Technical data and assumptions used;
3. Methods used to develop baseline consumption;
4. Detailed energy and operational cost savings calculations
5. Projected unit energy savings; and
6. Methods for calculating and documenting operational cost savings.
  - i. Anticipated ECMs Summary

Based on a preliminary review of the Premises, describe any preliminarily suggested ECMs and the basis for such suggestions. Provide a summary description of the activities required to install or implement each such ECM. Identify any potential problems, difficulties, or obstacles arising from the installation or implementation of each such ECM in the Premises as they currently exist. Explain any proposed solutions, work-arounds, or modifications to the Premises to accommodate the installation or implementation of ECMs. Describe the types of information needed to evaluate the appropriateness of potential ECMs and the facility modifications needed for same.

Based upon a preliminary review of the Premises and available information, discuss the site conditions, status of building systems, current operating procedures and potential cost-effective energy improvement opportunities, whether or not such opportunities constitute ECMs.

### **ii. Submission of Report**

Include 20 copies on CD ROM of the Preliminary Technical Audit Report. Clearly label each CD ROM as “Preliminary Technical Energy Audit Report,” with the name of ESP(s) on the outside of the envelope.

### **2.2 Project Summary (not to exceed 2 pages)**

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this Project including the added value to Owner of your firm's services.

### **2.3 Project Work Plan and Milestones**

Describe your proposed management plan for accomplishing the work. Provide a Project work plan to include all tasks and activities and a sample timeline of milestones necessary to implement all phases of the Project.

## 2.4 Audit Information

### i. Audit Work Plan

Describe your proposed plan for completing the Audit and the Audit Report. The proposed work plan should include all tasks and activities and a sample timeline of milestones necessary to implement all phases of the Audit. In addition, describe your general process for evaluating each major system of energy, water, and operations.

### ii. Baseline Development

Describe your anticipated method of developing the Baseline, including but not limited to (i) the types of data you expect to request and use to establish the Baseline and (ii) efforts to identify and eliminate the effect of abnormal usage data. Describe any computerized modeling programs used to establish the Baseline.

### iii. Information Requests

Identify the types of information you anticipate requesting from Owner for the Audit and the time periods for which such information is requested. ESP(s) should not anticipate Owner agreeing to generate new data. Instead, Owner may produce existing documentation that is not readily available to ESP(s) from third parties.

### iv. Impact on Owner

Identify and describe the expected impact of the Audit on Owner's resources, personnel, operations, and Premises. If you anticipate interviewing or otherwise interacting with Owner's personnel, identify the level or position of personnel and the amount of time you anticipate interacting with such personnel. For each activity to be performed onsite at Owner's Premises, (i) describe the nature of the activity; (ii) state the duration and frequency of the activity; and (iii) describe any potential impact on the operations performed at the facility, including but not limited to noise, usage of space, increased traffic, or relocation.

The Audit should be designed and conducted in a manner that causes the least impact on Owner, the Premises, operations at the Premises, and personnel.

## 2.5 Energy Savings Performance Contracting Project Summary

### i. Commissioning Plan

Provide a proposed Project-specific commissioning plan for the proposed ECMs, including a preliminary Project commissioning schedule.

### ii. Measurement and Verification Plan

Summarize the procedures, formulas and methodologies, including any special metering or equipment, you will use to measure and calculate Verified Savings. Identify any procedures you intend to use to protect the integrity of collected data and calculations. Provide a Project-specific Measurement and Verification Plan. Describe if you intend to measure and verify savings that occur before the Contract Time for Verified Savings and how such savings will be documented and verified.

iii. Material Changes

Describe the methods and formulas you have used and anticipate using to suggest adjustments to the Baseline arising from Material Changes.

iv. ECM Maintenance and Service

ESP(s) should assume that if Owner elects to execute a GESPC, then ESP(s) will be required to perform all necessary maintenance and related tasks on ECMs and related equipment for no less than the duration of the Contract Time for Work and Contract Time for Verified Savings, as such terms are defined in the form of GESPC. ESP(s) should also assume that it will provide services, labor, and equipment for the operation, maintenance, monitoring, repair, replacement, and adjustment to the ECMs.

Submit a proposed Project-specific Maintenance Plan. Identify and describe the necessary continuing tasks related to operation, maintenance, monitoring, repair, replacement, and adjustment to the ECMs before and after the installation and implementation of proposed ECMs. Include the frequency and period of time that each task is required. Provide a chart of major items.

Identify any major changes to operations, personnel, procedures, or maintenance of the facility and its existing equipment and systems that you anticipate resulting from the installation or implementation of proposed ECMs.

v. Training Provisions

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to Project performance.

vi. Disposal and Recycling

State how you anticipate disposing or recycling any materials or equipment removed from the Premises.

vii. Emissions and Waste Reduction

Identify any positive or negative impact on air quality emissions, waste reduction, or waste-heat reduction that you anticipate arising from the installation or implementation of proposed ECMs.

viii. Distributed Generation

If any proposed ECMs results in the generation of electricity, then identify all federal, state, and local laws that you expect to apply, and describe your approach to complying with such laws and ensuring Owner's compliance with same.

## ARTICLE 3 - FINANCIAL INFORMATION

### 3.1 Audit Fee

Identify the proposed Audit Fee for the Audit. Provide a detailed breakdown and allocation of the Audit Fee among each task and activity identified in response to Section 3.1.1. Include ESP's cost for each category, and separately state amounts for overhead and profit.

### 3.2 Available Financial Incentives

Describe any opportunities that may be available to incorporate renewable energy credits or utility or governmental incentives into the proposed Project and how such incentives would be calculated and credited to the Project based on the proposed scope of work and ECMs. Identify any and all incentives that ESP(s) will seek or may receive in connection with the Project.

### 3.3 Financial Schedules

ESP(s) shall complete the following forms:

- (A) Project Installation Cost Form attached hereto as Attachment C-1.
- (B) Project Services Cost Form attached hereto as Attachment C-2.
- (C) Form of Implementation Cost by Energy Conservation Measure attached hereto as Attachment D.
- (D) Form of First Year Estimated Annual Cost Savings by ECM attached hereto as Attachment E.
- (E) Form of GESPC Cash Flow Summary attached hereto as Attachment F.

Solely for the purpose of completing such schedules, ESP(s) should assume a guaranty term of \_\_\_\_\_, and an interest rate agreed upon by the owner. While the schedules generally present Owner's intended deliverable, ESP(s) may add rows or columns as necessary to present all requested information.

**Attachment C-1**  
**Project Installation Cost Form**

**Attachment C-1 - Project Installation Cost Form**

<b>Project Name:</b>		<b>Project #:</b>
<b>ESP(s) Name:</b>		<b>Date Submitted:</b>
<b>Submittal Identifier:</b>		
<b>HARD COSTS</b>	<b>Percent of Total</b>	<b>\$ Amount</b>
Furnish and Install all ECMs		
Contingency <sup>1</sup>		
<b>SUBTOTAL HARD COSTS</b>		
<b>SERVICE FEES</b>		
<b>Performance and Payment Bonds</b>	<b>Percent of Total</b>	<b>\$ Amount</b>
Engineering, Design Plans and Specifications		
Project Management, Onsite Construction Supervision		
Investment Grade Audit Fee		
Maintenance		
Commissioning		
Construction Period Interest (if applicable)		
Cost of Guarantee Security Instrument		
Other		
<b>SUBTOTAL SERVICE FEES</b>		
<b>SUBTOTAL DIRECT COSTS (A + B)</b>		
	<b>Percent of Total</b>	<b>\$ Amount</b>
Overhead and General Conditions		
Profit		
<b>SUBTOTAL OVERHEAD, PROFIT</b>		
<b>TOTAL PROJECT COST (C + D)<sup>2</sup></b>		

Notes:

Total Project Cost must match Total Implemented ECM Cost from Attachment \_ "Implementation Cost by Energy Conservation Measure"

**Attachment C-2**  
**Project Services Cost Form**

**Attachment C-2 - Project Services Cost Form**

<b>Name:</b>		<b>Project #:</b>				
<b>ESP(s) Name:</b>		<b>Date Submitted:</b>				
<b>Submittal Identifier:</b>						
<b>ECM</b>	<b>M&amp;V</b>	<b>Contract Management</b>	<b>O&amp;M</b>	<b>Training</b>	<b>Other</b>	<b>Total</b>
						\$
						\$
						\$
						\$
						\$
						\$
						\$
<b>TOTAL</b>	\$	\$	\$	\$	\$	\$

Note: This table should reflect costs associated with the first year of such services

**Attachment D**  
**Form of Implementation Cost by Energy Conservation Measure**



**Attachment E**  
**Form of First Year Estimated Annual Cost Savings by ECM**

**Attachment E - Form of First Year Estimated Annual Cost Savings by ECM**

<b>Name:</b>	<b>Project #:</b>
<b>ESP(s) Name:</b>	<b>Date Submitted:</b>
<b>Submittal Identifier:</b>	

	ELECTRIC							NATURAL GAS			OTHER			WATER			TOTAL SAVINGS		
			[1]			[2]	[3]			[4]			[5]			[6]	[7]	[8]	
						[1 + 2]										[3 + 4 + 5 + 6]		[7 + 8]	
ECM #	Baseline Consumption <sup>1</sup> (kWh/yr)	Electric energy savings (kWh/yr)	Electric energy savings (\$/yr)	Baseline Consumption <sup>1</sup> (kW/yr)	Electric demand savings (kW/yr)	Electric demand savings (\$/yr)	Total annual electric bill savings (\$/yr)	Baseline Consumption <sup>1</sup> (therms/yr)	Natural gas savings (therms/yr)	Natural gas savings (\$/yr)	Baseline Consumption <sup>1</sup> (units/yr)	Other energy savings (units/yr)	Other energy savings (\$/yr)	Baseline Consumption <sup>1</sup> (kgal/yr)	Water savings (kgal/yr)	Water savings (\$/yr)	Total Utility Cost Savings (\$/yr)	O&M savings (\$/yr)	Estimated annual cost savings (\$/yr)
<b>Totals<sup>2</sup></b>																			

**NOTE**  
**S:**  
**1** Baseline figures are for ECM savings calculation purposes and are not intended to imply an M&V method, but instead relative savings  
**2** Total savings from ECMs must match those shown in Attachment F "GESPC Cash Flow Summary"

**Attachment F**  
**Form of GESPC Cash Flow Summary**

**Attachment F - Form of GESPC Cash Flow Summary**

<b>Name:</b>	<b>Project #:</b>
<b>ESP(s) Name:</b>	<b>Date Submitted:</b>
<b>Submittal Identifier:</b>	

	ELECTRIC						NATURAL GAS			OTHER			WATER			TOTAL SAVINGS			
			[1]			[2]	[3]			[4]			[5]			[6]	[7]	[8]	
							[1 + 2]										[3 + 4 + 5 + 6]		[7 + 8]
ECM #	Baseline Consumption <sup>1</sup> (kWh/yr)	Electric energy savings (kWh/yr)	Electric energy savings (\$/yr)	Baseline Consumption <sup>1</sup> (kW/yr)	Electric demand savings (kW/yr)	Electric demand savings (\$/yr)	Total annual electric bill savings (\$/yr)	Baseline Consumption <sup>1</sup> (therms/yr)	Natural gas savings (therms/yr)	Natural gas savings (\$/yr)	Baseline Consumption <sup>1</sup> (units/yr)	Other energy savings (units/yr)	Other energy savings (\$/yr)	Baseline Consumption <sup>1</sup> (kgal/yr)	Water savings (kgal/yr)	Water savings (\$/yr)	Total Utility Cost Savings (\$/yr)	O&M savings (\$/yr)	Estimated annual cost savings (\$/yr)
<b>Totals</b> <sup>2</sup>																			

**NOTE**  
**S:**  
**1** Baseline figures are for ECM savings calculation purposes and are not intended to imply an M&V method, but instead relative savings  
**2** Total savings from ECMs must match those shown in Attachment F "GESPC Cash Flow Summary"

Total Project Cost<sup>1</sup> \_\_\_\_\_  
 Annual Interest Rate \_\_\_\_\_ N/A  
 Finance Term (years) \_\_\_\_\_ N/A  
 Construction Period (months) \_\_\_\_\_  
 Guaranteed Savings to \_\_\_\_\_  
 Projected Savings Ratio \_\_\_\_\_

Escalation Rates - Utilities<sup>2</sup>  
 Electric \_\_\_\_\_  
 Natural Gas \_\_\_\_\_  
 Water/Sewer \_\_\_\_\_  
 Other (specify) \_\_\_\_\_  
 Escalation Rate - Continuing Services \_\_\_\_\_  
 Escalation Rate - ECM Installation \_\_\_\_\_

SAVINGS						PAYMENTS		TOTAL	
Year <sup>3</sup>	Utility Savings <sup>4</sup>	O&M Savings <sup>5</sup>	Incentives & Rebates	Total Projected Savings	Total Guaranteed Savings	ECM Continuing Services Payments <sup>6</sup>	ECM Installation Payments <sup>7</sup>	Total Payments	Net Cash Flow <sup>8</sup>
1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**NOTES:**

- 1 Must match Total Project Costs on Attachment C-1 " Project Installation Cost Form"
- 2 Utility Escalation Rates, if any, are set by Agency in RFP
- 3 Year 1 is the first full year of post-construction performance
- 4 Includes electricity, natural gas, water/sewer, and other utilities as shown in Attachment E "First Year Annual Estimated Cost Savings by ECM"
- 5 Any O&M Savings will be rigorously reviewed and must be supported by reducible costs to an agency
- 6 Includes M&V, contract management, maintenance, training, etc. as per Attachment C-2 "Project Services Cost Form"
- 7 ECM Installation Payments must be allocated on a straight-line basis over the Contract Time for Verified Savings
- 8 Net Cash Flow cannot be negative for any year; positive cash flow from one year cannot help make-up another year's shortfall

**Attachment G**  
**Form of Investment Grade Energy Audit Agreement**

*((inserted for informational purposes only))*

INVESTMENT GRADE ENERGY AUDIT AGREEMENT

BY AND BETWEEN

City of Atlanta

AND

[ENERGY SERVICE PROVIDER]

Project # FC-8047, Energy Service Performance Initiatives

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This Investment Grade Energy Audit Agreement (“Audit Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Atlanta (“Owner”) and \_\_\_\_\_ (“ESP”). Owner and ESP are referred to herein as the “Parties.” The Parties agree as follows:

## ARTICLE 1. DEFINITIONS

Unless otherwise provided herein, the following terms<sup>1</sup> shall be defined as follows:

- 1.1 “Acceptance of the Work” shall mean a time when ESP’s performance of the entire scope of the ECM Installation Work is complete in strict conformance with the Contract Documents, in accordance with Section 13.1 of the GESPC.\*
- 1.2 “Act” shall mean the Guaranteed Energy Savings Performance Contracting Act, O.C.G.A. §§ 50-37-1 through 50-37-8, as may be amended from time to time.
- 1.3 “Agreement,” as used in the GESPC, shall mean the Guaranteed Energy Savings Performance Contract, or GESPC.
- 1.4 “Annual Review” shall mean the annual review, reconciliation, and verification of the Verified Savings in accordance with Section 5.2 of the GESPC.\*
- 1.5 “Audit” shall mean the Investment Grade Energy Audit performed by ESP pursuant to O.C.G.A. § 50-37-3(e), in accordance with the Audit Agreement.
- 1.6 “Audit Agreement” shall mean the Investment Grade Energy Audit Agreement pursuant to which, and in accordance with which, an ESP shall conduct the Audit.
- 1.7 “Audit Fee” shall mean the compensation to which ESP is entitled, if any, for performance of the Audit, as set forth in the Audit Agreement.
- 1.8 “Audit Report” shall mean the report that ESP is required to produce pursuant to the Audit Agreement and which shall include a summary of ESP’s recommendations for ECMs resulting from the Audit.
- 1.9 “Base Period” shall mean the period of time during for which ESP shall examine consumption and usage of electricity, fossil fuels, water, and other applicable utilities for the purpose of developing an appropriate Baseline.
- 1.10 “Baseline” shall mean a base year of consumption and usage data that is representative of each month of the Base Period, established by agreement in the GESPC, and which is used to calculate Verified Savings in accordance with the GESPC.
- 1.11 “Change Order” shall mean a written order to ESP executed by the authorized representative of

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<sup>1</sup> Definitions followed by a “\*” indicates that the defined term is not used within this document but may be used in other related documents.

Owner, issued after execution of the GESPC, authorizing and directing a change in the Work or an adjustment in ECM Installation Payments or the Project Installation Schedule, or any combination thereof, in accordance with Article 9 of the GESPC.\*

- 1.12** “Contract Amendment” shall mean a written agreement that has been executed by Owner and ESP, in accordance with Article 9 of the GESPC.\*
- 1.13** “Contract Documents” shall consist of the documents identified in Section 8.1 of the GESPC that form the GESPC.\*
- 1.14** “Contract Time for Verified Savings” shall mean the period of time beginning on the later of (i) Acceptance of the Work or (ii) the date Owner provides a Notice of Commencement of Contract Time for Verified Savings (if any), and shall end at the end of the fiscal year that is 15 years thereafter.
- 1.15** “Contract Time for Work” shall mean the period of time beginning on the date that the Work under the GESPC is permitted to proceed, through the date established for Final Completion.\*
- 1.16** “ECM” shall mean energy conservation measures, as defined in the Act, that (i) are identified in Schedule A of the GESPC, (ii) are installed in accordance with the GESPC, and (iii) constitute capital expenditures for federal income tax purposes.
- 1.17** “ECM Continuing Services” shall mean annual services provided pursuant to the GESPC, including but not limited to training, operation, maintenance, monitoring, repairs, replacements, and adjustments, measurement and verification, and the Annual Review.
- 1.18** “ECM Continuing Services Payments” shall mean compensation for ECM Continuing Services provided pursuant to the GESPC.
- 1.19** “ECM Installation Payments” shall mean compensation for ECM Installation Work provided pursuant to the GESPC.
- 1.20** “ECM Installation Work” shall mean work associated with the design, procurement, fabrication, construction, installation, testing, and commissioning of ECMs provided pursuant to the GESPC.\*
- 1.21** “ECM Modification” shall mean the modification or replacement of ECMs, installation of additional ECMs, revisions to procedures for the operation of ECMs, or implementation of other procedures at the Premises, in accordance with Section 3.5 of the GESPC.\*
- 1.22** “ECM Submittal Schedule” shall mean a schedule identifying the dates for submission of all ECM Submittals as set forth in the GESPC.\*
- 1.23** “ESP” (i) as used in the Audit Agreement and GESPC, shall have the meaning set forth in the introductory paragraph thereof, and (ii) as used in the RFP, shall mean an Energy Service Provider. The term shall include companies that meet the definition of either an ESP or an Energy Service Company (“ESCO”) set by the National Association of Energy Service Companies (“NAESCO”). ESPs are not required to be accredited by or members of NAESCO. For the purposes of the RFP, an ESP is also required to possess:

- (A) a record of successful guaranteed energy savings performance contract projects with documented verified savings that meet or exceed their guarantees;
- (B) technical and managerial competence to develop comprehensive energy efficiency projects, including but not limited to lighting measures; efficient motors and drives; and measures involving heating, ventilation, and air conditioning systems;
- (C) technical and managerial competence to provide a full range of energy services, including conducting investment grade energy audits; providing or arranging for project financing; design engineering; providing operations and maintenance services; and verifying energy savings according to accepted industry practice;
- (D) experience in the design, implementation, and installation of ECMs and the technical capabilities to verify that such measures achieve guaranteed energy and operational cost savings or enhanced revenues, according to accepted industry practice; and
- (E) the ability to secure or arrange the financing necessary to support energy savings guarantees.

**1.24** “Event of Default” shall have the meaning set forth in Article 5 of the Audit Agreement, and Section 10.4 of the GESPC.

**1.25** “Final Completion” shall mean that stage in the progression of the Work under the GESPC when ESP has fully performed the Work, including but not limited to the ECMs, in strict accordance with the Contract Documents, except for the warranty obligations and such other obligations that extend beyond Final Completion of the Work.\*

**1.26** “Fiscal Year” (whether or not such term is capitalized) shall mean the fiscal year adopted by the City of Atlanta. If a period of time begins on a date that is not the first day of the City of Atlanta’s fiscal year, then the first fiscal year for such period of time shall be shortened so as to end on the day before the first day of the City of Atlanta’s next fiscal year. If a period of time ends on a date that is not the last day of the city of Atlanta’s fiscal year, then the last fiscal year for such period of time shall be shortened so as to end on the day the period of time ends.\*

**1.27** “Guaranteed Energy Savings Performance Contract” or “GESPC” shall mean the contract for the evaluation, recommendation, and implementation of one or more ECMs, and associated guaranty of Guaranteed Savings, in accordance with the Act and as more fully set forth in the terms of the GESPC.

**1.28** “Guaranteed Savings” shall mean the level of energy savings, operational cost savings, and revenue enhancements identified in Schedule B of the GESPC.

**1.29** “Industry Engineering Standards” shall mean

- (A) Life cycle costing;
- (B) The R.S. Means-estimated costing method developed by the R.S. Means Company;
- (C) Historical data;

- (D) Manufacturer's data;
- (E) American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) standards;
- (F) International Performance Measurement and Verification Protocol; and
- (G) Other applicable technical performance standards established by nationally recognized standards authorities, but only if Owner specifically consents in writing to the use of such standard.\*

**1.30** "Issuing Officer" shall mean the person identified in the RFP who is the sole point of contact for the RFP.

**1.31** "Material Change" shall mean any change in or to the Premises after Acceptance of the Work, not covered by Schedule K of the GESPC, whether structural, operational or otherwise in nature, that results in an increase or decrease in Verified Savings by at least \_\_\_\_\_%, in the aggregate, after adjustments to account for variables that are not, in whole or in part, within ESP's control. A change is not a Material Change if it results, in whole or in part, from ESP's failure to perform any obligation in accordance with the Contract Documents, including but not limited to defective or deficient installation of ECMs and Work, failure to perform or properly perform maintenance, repairs, replacements, or similar tasks under Section 4.1, or failure to perform or properly perform any duty in connection with the Audit. A change is not a Material Change if it results, in whole or in part, from malfunction or nonperformance of an ECM.\*

**1.32** "Notice of Commencement of Contract Time for Verified Savings" shall mean the written document executed by Owner indicating that the Contract Time for Verified Savings shall begin. Such notice shall not relieve ESP of any obligation under the GESPC or the Audit Agreement.\*

**1.33** "Owner" shall mean the City of Atlanta.

**1.34** "Preliminary Technical Energy Audit Report" shall mean the report prepared in connection with an ESP's Proposal and further described in Article 2 of Attachment C (Form of Preliminary Technical Proposal) of the RFP.

**1.35** "Preliminary Technical Proposal" or "Proposal" shall mean the proposal submitted in response to the RFP, in the form set forth in the Attachment C of the RFP, to the extent such proposal complies with the requirements and standards set forth in the RFP.\*

**1.36** "Premises" (i) as used in the Audit Agreement, shall mean the facilities listed in Attachment A of the Audit Agreement, (ii) as used in the GESPC, shall mean the facilities listed in Schedule D of the GESPC, and (iii) as used in the RFP, shall mean shall mean the facilities listed in Attachment A of the RFP.

**1.37** "Project" shall mean the design and installation of ECMs, operation and maintenance of ECMs, and all other Work and services required under a GESPC.

**1.38** "Project Installation Schedule" shall mean the schedule for Work contained in Schedule J of the GESPC.\*

- 1.39** “Proposed Savings” shall mean anticipated energy, operational, water, or waste-water savings, cost savings, savings or revenue increases, but only if such amounts are verifiable and appropriate, as set forth in the Audit Agreement.
- 1.40** “Request for Proposals” or “RFP” shall mean the document issued by Owner to elicit Preliminary Technical Proposals from selected Prequalified ESPs for the proposed Project.\*
- 1.41** “Schedule of Events” shall mean the schedule identified in the RFP that lists the preliminary dates and times certain events in the RFP procurement process shall occur.\*
- 1.42** “Substantial Completion” shall mean that stage in the progression of the Work under the GESPC when the Work is sufficiently complete in accordance with the Contract Documents that Owner can enjoy beneficial use and occupancy of the Work, including but not limited to ECMs, and can utilize such Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.\*
- 1.43** “Verified Savings” shall mean actual energy savings, operational cost savings, and revenue enhancements realized with reference to the Baseline set forth in Schedule E of the GESPC, and determined in accordance with the methods and procedures in Schedule M of the GESPC, in accordance with Section 5.2 of the GESPC. Verified Savings shall result solely from ECMs installed or performed by ESP in accordance with the GESPC.
- 1.44** “Work” shall mean all work and services required or implied by, or reasonably inferable from, the GESPC and Contract Documents, including but not limited to work associated with all ECMs identified in Schedule A of the GESPC and installed in or on the Premises listed in Schedule D of the GESPC, in accordance with Section 3.1 of the GESPC.

## **ARTICLE 2. SCOPE OF ENERGY AUDIT AND ENERGY AUDIT REPORT**

### **2.1 Energy Audit**

ESP shall perform an Investment Grade Energy Audit (“Audit”), as defined in the Act and in accordance with this Audit Agreement, of the Premises identified by Owner in Attachment A. This Audit Agreement is authorized by legislation adopted by the Owner, which is attached as Attachment I.

## 2.2 Audit Report

ESP shall prepare an Audit Report with recommendations for ECMs based on Proposed Savings resulting solely from such ECMs. The Audit Report shall also contain detailed engineering and economic data and analysis over the life of the proposed Guaranteed Energy Savings Performance Contract, including the Contract Time For Verified Savings.

The Audit Report shall specifically identify the ECMs recommended by ESP to be installed or implemented at the Premises. It shall identify all anticipated costs that Owner is expected to incur in connection with the design, installation, operation, maintenance, repair, and replacement of ECMs and other costs that Owner would incur if Owner elects to execute a GESPC with ESP. It will further contain detailed projections of Proposed Savings to be realized as a result of the installation and operation of the recommended ECMs. The Proposed Savings calculations must utilize assumptions, projections, and reference points which best represent the true value of future Proposed Savings for the Premises, including but not limited to (i) accurate marginal cost for each unit of savings at the time those guaranteed savings would occur; (ii) documented material and contracted labor costs actually avoided; and (iii) calculations which account for the interactive effects of the recommended ECMs.

All assumptions made to calculate anticipated Proposed Savings shall be clearly listed and labeled in the Audit Report. The Audit Report shall clearly describe how utility rate schedules were used to calculate Proposed Savings for all ECMs. The Audit Report shall describe ESP's plan for installing or implementing the measures at the Premises, including all anticipated costs associated with such installation and implementation.

Notwithstanding anything to the contrary herein, the Audit Report and all related and supporting documents shall become the property of Owner, even if Owner terminates this Audit Agreement with or without cause. If ESP does not possess sufficient rights to give effect to the obligations of this paragraph, ESP shall procure the right for Owner to own and maintain possession of such documents.

## 2.3 Minimum Requirements

ESP shall undertake all tasks necessary to perform the Audit and prepare an Audit Report. At a minimum, ESP shall perform the following:

### 2.3.1 Collect General Information for Each Premises

ESP shall collect general Premises information, such as size, age, construction type, condition, and general use of each Premises. ESP shall also collect and summarize Premises utility cost and consumption data for the following period: \_\_\_\_\_. Owner shall allow ESP to enter the Premises during its normal business hours, or in its sole discretion, at other times. ESP shall plan and schedule any site visits, and coordinate with Owner, to avoid any unnecessary interference with Owner's employees or operations and to minimize the number of site visits. ESP acknowledges and agrees to comply with any and all rules, regulations, and restrictions related to ESP's access to, and activities on, the Premises. Failure to comply with said rules, regulations, and restrictions shall constitute an Event of Default hereof.

After its inquiry with Owner, ESP shall evaluate the impact on utility cost and consumption for any energy measures currently being installed or currently contemplated to be installed by Owner at the Premises over the next \_\_\_\_\_ years, other than those recommended and installed by ESP.

ESP shall furnish to Owner a form with specific and detailed requests for information concerning the Premises. As requested by such form, Owner shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Premises for the period Insert Period, if available, including but not limited to utility records; occupancy information; descriptions of any changes in the structure of the Premises or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Premises; and a description of energy management procedures presently utilized. Owner shall also furnish a record of any energy-related improvements or modifications that have been installed during the past three years, or are currently being installed, or are currently contemplated to be installed by Owner in the Premises over the next \_\_\_\_\_ years, other than those recommended and installed by ESP. Owner shall also provide copies of drawings, equipment logs, and maintenance work orders to ESP to the extent such information is readily available.

### **2.3.2 Inventory Existing Systems and Equipment**

ESP shall compile an inventory based on its investigation and physical inspection of the major electrical, mechanical, and water systems at the Premises, including but not limited to

- (A) Cooling systems and related equipment;
- (B) Heating and heat distribution systems;
- (C) Automatic temperature control systems and equipment;
- (D) Air distribution systems and equipment;
- (E) Outdoor ventilation systems and equipment;
- (F) Kitchen and associated dining room equipment, if applicable;
- (G) Exhaust systems and equipment;
- (H) Hot water systems;
- (I) Electric motors, transmission, and drive systems;
- (J) Interior and exterior lighting;
- (K) Laundry equipment, if applicable;
- (L) Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.;
- (M) Generator sets; and
- (N) Building envelope.

The inventory of existing equipment shall address the following conditions:

- (A) The loads, proper sizing, efficiencies, and hours of operation for each system (If the operating or climatic conditions require, engineering estimates may be used only with Owner's consent, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived in writing by Owner);
- (B) Current operating condition of each system;
- (C) Remaining useful life of each system;
- (D) Feasible replacement systems; and
- (E) Hazardous materials and other environmental concerns.

ESP shall use data loggers and shall conduct interviews with Premises operation and maintenance staff regarding the Premises' systems operation, occupancy patterns, and problems with comfort levels or equipment reliability.

### **2.3.3 Establish Proposed Baseline and Estimated Consumption Data**

ESP shall examine consumption and usage of electricity, fossil fuels, and water for the Base Period, which shall consist of the following period: . By analyzing such data, ESP shall establish a proposed Baseline, which is a base year of consumption and usage data that is representative of each month of the Base Period.

ESP shall identify, investigate, and account for any unusual or anomalous consumption data, such as utility bills, which may skew consumption estimates of the proposed Baseline from a reasonable representation of the Base Period. ESP shall include the identity and cause of such unusual or anomalous consumption data, and the suggested modification to the proposed Baseline consumption and usage data, in the Audit Report.

ESP shall analyze consumption, usage, and hours of operation for all end uses of energy and water representing more than \_\_\_% in aggregate of total Premises consumption, but shall at a minimum include the following end uses:

- (A) Water;
- (B) Lighting;
- (C) Heating;
- (D) Cooling;
- (E) HVAC motors (fans and pumps);
- (F) Plug load;
- (G) Kitchen equipment;

- (H) Other equipment; and
- (I) Miscellaneous.

The "Miscellaneous" category shall not account for more than \_\_\_\_\_% of total Premises consumption. Where load or usage is highly uncertain, ESP shall, with the consent of Owner, employ spot measurement or short-term monitoring.

ESP shall reconcile the estimated annual consumption for each end use with the annual proposed Baseline consumption to within \_\_\_\_\_% for electricity (kWh) and water. ESP shall reconcile each end use's contribution to electric peak demand with the annual proposed Baseline peak within \_\_\_\_\_%.

### **2.3.4 Develop List of Potential Energy Conservation Measures**

**2.3.4.1** ESP shall identify and propose ECMs for installation or implementation at the Premises, including but not limited to cut sheets on proposed equipment. ECMs of interest to Owner, if any, are included in Attachment \_\_\_\_\_ hereto. ESP shall provide information regarding proposed installation of ECMs in and on the Premises, including retro-commissioning ECMs. ESP shall provide additional information and detail as Owner may request.

**2.3.4.2** With respect to each proposed ECM, ESP shall provide, in accordance with the provisions of this Audit Agreement, a detailed estimate of (i) all costs of installation, implementation, testing, commissioning, operation, maintenance, repair, replacement, and other costs in any way related to each proposed ECMs, (ii) all anticipated Proposed Savings, and (iii) life expectancy. The costs of installation and implementation shall be itemized to allow Owner to identify the specific nature of such anticipated costs. ESP shall provide additional information and detail as Owner may request.

**2.3.4.3** ESP shall specifically identify all tasks required for operation, maintenance, monitoring, repairs, replacements, and adjustments of ECMs, and their associated cost. ESP shall itemize such tasks in a detailed schedule and develop a checklist of such tasks, the expected frequency that such tasks will be performed, and the associated cost.

ESP acknowledges that its obligation to identify all tasks and costs associated with operation, maintenance, monitoring, repairs, replacements, and adjustments of ECMs is of paramount importance. If Owner and ESP subsequently enter into a GESPC, and if ESP fails to identify any task related to operation, maintenance, monitoring, repairs, replacements, and adjustments required for any ECM before execution of the GESPC, then ESP shall perform such task without additional fees or increase in compensation. Failure to identify such tasks before execution of the GESPC shall result in a waiver by ESP of any right to assert that Owner's alleged failure to perform such tasks results in a Material Change, or otherwise seek additional compensation.

**2.3.4.4** ESP shall identify and describe all current operations and maintenance procedures of the Premises that may be affected by the installation or implementation of the proposed ECMs.

**2.3.4.5** ESP shall, in consultation with Owner, recommend specific ECMs from its preliminary compilation of potential ECMs for installation and implementation at the Premises.

**2.3.4.6** ESP shall prepare a detailed schedule of all activities associated with the design, installation, implementation, testing, and commissioning associated with ECMs, including but not limited to those activities listed on the Project Installation Schedule.

**2.3.4.7** ESP shall identify and describe the impact on Owner's facilities, operations, and personnel caused by the activities to be performed under a potential GESPC for the proposed ECMs, including but not limited to surveying, installation, implementation, testing, commissioning, maintenance, operation, maintenance, repair, and replacement of proposed ECMs. ESP shall further identify methods for mitigating or reducing any impact to Owner arising therefrom. ESP shall explicitly identify and estimate any impacts that may result in additional or increased cost to Owner.

### **2.3.5 Provide Adequate Documentation, Information, and Access**

ESP shall provide the following with the Audit Report:

(A) Provide all analyses, methodologies, supporting calculations, and assumptions used to derive proposed Baselines and estimated Proposed Savings. ESP shall provide existing and proposed settings and conditions of all end uses and other factors that impact energy and water consumption, including but not limited to air and hot water temperatures, amount of outdoor air ventilation, and lighting and acoustic levels. ESP shall provide copies of the utility tariffs and commodity price histories used in Proposed Savings calculations. Manual calculations should disclose essential data, such as assumptions and formulas, so that Owner can replicate the calculations based on the data provided.

(B) For Proposed Savings estimates using computer simulations, provide access to the program and all inputs and assumptions used, if requested by Owner.

(C) Provide detailed calculations for any rate-saving proposals.

(D) Provide detailed supporting calculations for any Proposed Savings. Describe annual variances in savings from year to year.

(E) Provide all details, analyses, methodologies, supporting calculations, and assumptions supporting any estimate of cost associated with installation, implementation, testing, commissioning, operation, maintenance, repair, replacement, and other cost in any way related to each proposed ECMs.

(F) Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, and water conservation). Provide emissions reductions estimates for NOX, CO2 and SO2. Segment emissions data for direct site emissions reductions (e.g. fossil fuels) and indirect emissions reduction data (e.g. electricity/water). In developing the estimates in this subparagraph, ESP shall use all applicable calculation tools available through the U.S. Environmental Protection Agency and its website ([www.epa.gov](http://www.epa.gov)), including the Greenhouse Gas Equivalencies Calculator available at:

<http://www.epa.gov/cleanenergy/energy-resources/calculator.html>.

(G) For all proposed ECMs, provide a detailed statement of all applicable, potentially applicable, or proposed state, federal, and local laws and rules that may substantially impact costs to Owner. ESP shall further identify Owner's options for mitigating, avoiding, or reducing such costs.

(H) Provide a detailed preliminary commissioning plan for the proposed ECMs.

(I) Using the EPA's ENERGY STAR tools and resources, provide an estimated post-retrofit Energy Performance Rating using the Delta Score Estimator and submit a completed Cash Flow Opportunity spreadsheet using the Cash Flow Opportunity Calculator for each Premises. Information regarding ENERGY STAR, Portfolio Manager and a list of eligible facility types can be found at:

[http://energystar.gov/index.cfm?c=tools\\_resources.bus\\_energy\\_management\\_tools\\_resources](http://energystar.gov/index.cfm?c=tools_resources.bus_energy_management_tools_resources).

### **2.3.6 Develop Proposed Measurement and Verification Plan**

ESP shall provide a detailed proposed measurement and verification plan for each proposed ECM. ESP shall explain in detail how the measurement and verification plan will work, including but not limited to the timing and frequency and locations of measurement, measurement tools, methods of measurement, any conversion or calculations applied to the measurements, any software or programs that ESP proposes to use, and how the ESP proposes to reconcile the measurements.

The measurement and verification plan shall identify how ESP proposes to convert units of Verified Savings into dollar values for each fiscal year of the Contract Time for Verified Savings, including but not limited to utility cost and inflation indices.

ESP shall provide any additional information or explanation requested by Owner. At Owner's request, ESP shall cooperate with Owner to identify alternatives to the proposed measurement and verification plan or particular components of such plan.

### **2.3.7 Cost and Fee Estimates**

ESP shall provide detailed firm fixed price estimates of all costs associated with the installation, implementation, commissioning, and measurement and verification of each of the ECMs proposed in the Audit Report. ESP shall include aggregate costs and itemized costs, including but not limited to itemized costs for labor, materials, and equipment. At a minimum, the costs shall be itemized in the following categories:

- (A) engineering/design costs for individual ECMs;
- (B) materials costs for individual ECMs;
- (C) labor costs for individual ECMs, including labor burden;
- (D) contractor/vendor estimates for individual ECM hard and soft costs;
- (E) contingency costs for individual ECM hard cost;

- (F) construction management fees for the project;
- (G) commissioning costs for individual ECMs;
- (H) retro-commissioning cost for existing systems that will not be replaced;
- (I) initial training costs (and ongoing training, if applicable);
- (J) overhead and profit; and
- (K) costs for ECM Continuing Services, including but not limited to:
  - (i) measurement and verification;
  - (ii) maintenance;
  - (iii) performance monitoring;
  - (iv) ongoing training services; and
  - (v) other costs/fees (specify).

In addition, project cost data must be provided in the format included in Attachment E-1 (Project Installation Cost Form), Attachment E-1 (Project Services Cost Form), Attachment F (Form of Implementation Cost by Energy Conservation Measure), Attachment G (Form of First Year Estimated Annual Cost Savings by ECM), and Attachment H (Form of GESPC Cash Flow Summary). ESP shall also provide estimates of monthly costs associated with sustaining the project performance, including detail for ECM Continuing Services and maintenance fees, monitoring fees, and training fees.

The estimates identified under this Section shall remain valid and firm for a period of \_\_\_\_ months following submission of the final Audit Report (including revisions, if any). ESP acknowledges that Owner will rely on such estimates in determining whether to execute a GESPC.

If the results of the Audit Report are not within ten percent (10%) of both the guaranteed savings and the total proposed project cost in ESP's Preliminary Technical Energy Audit Report, then Owner may terminate this Audit Agreement as set forth in Section 5.2(iv).

### **2.3.8 Proposed Savings Estimates and Guaranteed Savings**

#### **2.3.8.1 Approved Proposed Savings and Proposed Savings Calculation Methods**

Only verifiable Proposed Savings will be recognized as Proposed Savings for purposes of the Audit and the Audit Report. Owner shall have sole and complete discretion to approve the Proposed Savings and calculation methods used to determine Proposed Savings. If ESP is uncertain whether certain items are acceptable Proposed Savings, or whether a method of calculating Proposed Savings is appropriate, ESP shall in writing request guidance from Owner. Upon ESP's written request, Owner shall provide its response in writing. ESP shall provide all information and explanation required by Owner to adequately evaluate ESP's request.

### 2.3.8.2 Acceptable Proposed Savings

Owner and ESP may mutually agree in writing executed by both parties that certain factors shall be considered as estimated Proposed Savings or may be used in the development of Proposed Savings. Such factors must be clearly identified in the Audit Report with reference to this Section.

The following items will be allowed as Proposed Savings or in the development of Proposed Savings:

- Owner material/commodity cost (if applicable): \$
- Contracted maintenance labor costs (if applicable): \$ \_\_\_\_\_
- Escalation rates of \_\_\_\_\_% for natural gas
- Escalation rates of \_\_\_\_\_% for electricity
- Escalation rates of \_\_\_\_\_% for water
- Escalation rates of \_\_\_\_\_% for material/commodity cost savings
- Escalation rates of \_\_\_\_\_% for allowable contract labor savings

Unless Owner agrees in writing, the following items will not be credited as Proposed Savings derived from a proposed ECM. The ESP may seek exemptions from the Owner on a case-by-case basis. However, Owner shall have complete discretion and authority to determine the allowable Proposed Savings, or factors in the development of Proposed Savings, in each case considered.

Owner in-house labor cost  
Owner deferred maintenance cost

### 2.3.9 Audit Report Format and Content

ESP shall prepare a two-volume Audit Report as required by this Audit Agreement. Although the Audit Report shall be formatted in accordance with this Section, nothing in this Section shall be deemed to limit or diminish the information required to be provided under this Audit Agreement.

Each volume should be submitted using 8 ½ " x 11" sheets of paper and a font size no smaller than 10 point, and such pages should be numbered sequentially. Each volume should include a table of contents and tabs with the visible titles of corresponding Schedules (Volume 1) or Parts (Volume 2). In addition, ESP shall prepare an electronic version of the Audit Report in the format requested by Owner (e.g., .pdf portfolio format).

#### 2.3.9.1 Volume 1 of 2

Volume 1 of 2 shall include the presentation of information in the following Schedules to the extent such information is developed or acquired during the Audit. If the Parties subsequently enter into a GESPC, some of the information called for in the following Schedules may be used in conjunction with such GESPC. The Parties recognize that, if they enter into a GESPC, the information in the following Schedules may be modified as agreed by the Parties. This Section shall not, however, limit or diminish ESP's obligations under this Audit Agreement or any other agreement between the Parties.

## Schedules

Schedule A	Energy Conservation Measures
Schedule B	Guaranteed Savings
Schedule C-1	ECM Installation Payments
Schedule C-2	ECM Continuing Services Payments
Schedule D	Premises
Schedule E	Calculation of Baseline/Benchmarks
Schedule F	ESP Maintenance Responsibilities
Schedule G	Owner Maintenance Responsibilities
Schedule H	Operating Parameters for ECMs/Standards of Comfort & Service
Schedule I	ESP Training Responsibilities
Schedule J	Project Installation Schedule
Schedule K	Current and Known Future Capital Projects at the Premises
Schedule L	Pre-Installation Equipment Inventory
Schedule M	Methods of Savings Measurement and Verification
Schedule N	Systems Startup and Commissioning of ECMs
Schedule O	Insurance and Bonds / Savings Guarantee Security
Schedule P	Warranties
Schedule Q	Proposed Project Cost Form; Form of Implementation Cost by Energy Conservation Measure; Form of First Year Estimated Annual Cost Savings by ECM
Schedule R	GEFA Annual Reporting Requirements

## Exhibits

Exhibit I	Bonds
Exhibit II (i)	Certification of Acceptance – Audit Report
Exhibit II (ii)	Certification of Acceptance – Energy Conservation Measures
Exhibit III	Equipment Warranties

### **2.3.9.2** Volume 2 of 2

Volume 2 of 2 shall include all of the information identified in the following Parts and presented in the following format:

1. Executive Summary: Provide an executive summary which summarizes the Audit, including but not limited to the following: describe the Premises, all ECMs evaluated, methods of analysis, results and conclusions, and a summary table presenting the estimated cost and Proposed Savings for each recommended ECM. Include a summary of the recommended ECMs and costs using the table format provided below.

	ECM	Total Cost	Proposed Savings	Simple Payback	Life Expectancy of ECM
1.					
2.					
3.					
TOTALS					

2. Measures Not Evaluated: Include a discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. Proposed Baseline: Provide a summary of the proposed Baselines; how they were established; and a reconciliation of estimated annual consumption for each end use with the annual proposed Baseline consumption. Summarize any unusual or anomalous characteristics and findings. Provide in this Part all other information required by this Audit Agreement concerning the proposed Baselines.
4. ECM Summaries: Provide summarized descriptions for each ECM, including the method of analysis utilized, supporting calculations (which may be submitted in appendices), results, proposed equipment, and implementation issues. Provide an economic analysis for each proposed ECM. Include in this Part all other information required by the Audit Agreement concerning proposed ECMs.
5. Cost and Proposed Savings Estimates: Provide all information relied upon by ESP in developing estimated costs and Proposed Savings associated with each ECM. Identify any shortfalls or inherent limitations of estimates, assumptions, and calculations used in developing the estimated costs and Proposed Savings. Include in this Part all other information required to be provided by this Audit Agreement concerning estimated costs and Proposed Savings.
6. Appendices: Provide thorough appendices which document the data relied upon to prepare ESP's analysis and how that data was collected. Provide in this Part any other information required to be provided by this Audit Agreement that is not otherwise provided in the Audit Report.

### **2.3.10 Submission and Review of the Audit Report**

The Audit Report shall be completed and submitted to Owner within \_\_\_\_\_ days after execution of this Audit Agreement.

If Owner determines, in its sole and complete discretion, that (i) one or more of the recommended ECMs are not feasible or are otherwise inappropriate for Owner or the Premises, or (ii) the Audit Report contains invalid Proposed Savings or methods of calculation, errors, inappropriate assumptions, or any other condition that Owner determines is objectionable, then Owner shall give ESP written notice of any said objections within \_\_\_\_\_ days of receipt of the Audit Report. ESP shall cooperate with Owner to develop a feasible replacement or adjustment to the Audit Report. ESP shall modify the Audit Report as necessary and

submit a second draft within \_\_\_\_\_ days after receipt of said notification. Owner shall have \_\_\_\_\_ days from receipt of the revised Audit Report to notify ESP if any objections have not been adequately addressed. Upon receipt of such notification, ESP shall have \_\_\_\_\_ days to revise and resubmit the Audit Report, and Owner shall have \_\_\_\_\_ days from receipt of the revised submission to determine if any objections have not been adequately addressed. The review and re-submission process may continue until Owner has no further objections, unless Owner terminates the Audit Agreement or declares ESP to be in default.

### **ARTICLE 3. GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT**

The Parties may subsequently negotiate a GESPC, as defined in the Guaranteed Energy Savings Performance Contracting Act. However, nothing in this Audit Agreement or any other pre-existing agreement between the Parties shall be construed as an obligation on Owner to execute a GESPC. The terms and provisions of any such GESPC shall be separately set forth therein. Specifically, none of the schedules, exhibits, attachments, or other documents developed pursuant to or in connection with this Audit Agreement shall be effective unless and until Owner specifically incorporates such documents as provided in a GESPC.

ESP expressly acknowledges that Owner has no obligation to enter into any other contract, including but not limited to the GESPC, or engage in any other transaction with ESP or any other entity.

### **ARTICLE 4. PAYMENT**

#### **4.1 Audit Fee**

The total sum of payments by the Owner under this Audit Agreement shall not exceed \$ \_\_\_\_\_ as full and complete compensation for all services performed and expenses incurred under this Audit Agreement (the "Audit Fee"). As a condition precedent to Owner's payment obligation, (i) ESP must complete all of its obligations under this Audit Agreement in accordance with this Audit Agreement and (ii) no Event of Default has occurred.

Notwithstanding the previous paragraph, if Owner and ESP execute a GESPC, then the Audit Fee shall be determined as set forth in Section 5.3.

#### **4.2 Effect of Termination**

If this Audit Agreement is terminated pursuant to any Section or Subsection in Article 5, then the payment obligations under the applicable Section or Subsection of Article 5 shall control the amount to which ESP is entitled, if any, except that Section 4.3 shall continue to apply.

#### **4.3 Waiver and Limitation of Liability**

ESP waives any right to recover special, indirect, incidental, or consequential damages or losses. Notwithstanding any other provision of this Audit Agreement, ESP agrees that Owner's maximum liability under this Audit Agreement for any reason and under any theory of law is the Audit Fee. Accordingly, Contractor waives and releases any right to assert a claim for quantum meruit, unjust enrichment, and any other equitable or quasi-contractual claim for relief that may be available under applicable law.

## ARTICLE 5. TERMINATION

### 5.1 Termination By ESP

ESP may terminate this Audit Agreement prior to the completion of the Audit and submission of the Audit Report if:

- (i) it determines that it cannot guarantee a minimum \_\_\_% of Proposed Savings through the installation or implementation of ECMs at the Premises; or
- (ii) it determines that, even though it can guarantee a \_\_\_% of Proposed Savings, such amount would be insufficient to cover the costs associated with performing the Audit, installing or implementing ECMs, and related training, maintenance and monitoring services.

Submission of the Audit Report shall end ESP's right to terminate the Audit Agreement under this Section.

In the event ESP terminates the Audit Agreement pursuant to this Section, Owner shall not be obligated to pay any amount to ESP for services performed or expenses incurred by ESP in connection with this Audit Agreement. ESP shall provide Owner with any documents developed or acquired through this Audit Agreement, including but not limited to preliminary notes, reports or analysis.

Termination under this Section shall be effective upon Owner's receipt of written notification from ESP stating the reason for the termination and all documents which support termination pursuant to this Section.

### 5.2 Termination By Owner

Owner may terminate this Audit Agreement pursuant to any of the following Subsections:

- (i) If ESP fails to timely or properly perform any obligation of this Audit Agreement ("Event of Default"), including but not limited to completing the Audit or submitting the Audit Report to Owner by the date established herein, then Owner shall provide notice of such Event of Default to ESP. If after seven (7) days of receipt of such notice, ESP has not cured the Event of Default, Owner may terminate this Audit Agreement under this Subsection (i). If the Event of Default has previously occurred, then Owner may immediately terminate under this Subsection (i). Termination under this Subsection (i) shall be effective upon ESP's receipt of Owner's written notice of termination. If Owner terminates this Audit Agreement under this Subsection (i), Owner shall not be obligated to pay any amount to ESP in connection with this Audit Agreement. ESP shall provide Owner with any documents developed or acquired through this Audit Agreement, including but not limited to preliminary notes, reports or analysis.
- (ii) If ESP notifies Owner in writing that it is unable to guarantee a sufficient level of Proposed Savings identified in Section 5.1, then Owner may elect to terminate this Audit Agreement as provided in this Subsection (ii). Termination under this Subsection shall be effective upon ESP's receipt of written notification of termination from Owner. If Owner terminates the Audit Agreement under this Subsection (ii), Owner shall not be obligated to pay any amount to ESP

in connection with this Audit Agreement. ESP shall provide Owner with any documents developed or acquired through this Audit Agreement, including but not limited to preliminary notes, reports or analysis, and documentation supporting ESP's inability to guarantee a sufficient level of Proposed Savings.

- (iii) If an Event of Default has not occurred and Owner notifies ESP in writing that it will not enter into a GESPC, or otherwise wishes to terminate this Audit Agreement for Owner's convenience, then Owner may terminate this Audit Agreement under this Subsection (iii). If Owner terminates the Audit Agreement under this Subsection (iii), then Owner shall pay ESP for the lesser of (a) the actual costs directly incurred in the performance of this Audit Agreement or (b) the percent of the Audit Fee that corresponds to the percent that the Audit and Audit Report are completed as of the effective date of termination. Termination under this Subsection (iii) shall be effective upon ESP's receipt of written notification from Owner.

As a condition precedent to recovery as provided under Subsection (iii) of this Section, ESP shall provide Owner with documentation of all costs incurred by ESP. ESP waives any right to claim costs were incurred unless it can provide contemporaneous documentation of same. If costs are recoverable under this Subsection (iii), then such costs shall solely include direct project costs and shall not include indirect costs, special or consequential damages of any kind or nature, or any home office overhead, loss of profit, loss of efficiency or productivity, loss of bonding capacity, loss of use of capital, or similar items of alleged cost, loss, damage, or expense.

ESP further agrees to provide Owner with documentation of costs incurred and any preliminary notes, reports, or analyses which have been produced or prepared prior to the effective date of the termination. Such documentation shall be used by Owner to determine the extent of work completed by ESP prior to termination and shall become the property of Owner. ESP shall provide Owner with any documents developed or acquired through or in connection with this Audit Agreement, including but not limited to preliminary notes, reports or analysis.

- (iv) If the Audit Report's cost and fee estimate is greater than, or guaranteed savings is less than, ten percent (10%) of such amounts in ESP's Preliminary Technical Energy Audit Report, then Owner may terminate this Audit Agreement under this Subsection (iv). Owner shall provide ESP with ten (10) days' notice of its intent to terminate under this Subsection (iv). If Owner terminates this Audit Agreement under this Subsection (iv), then Owner shall not be obligated to pay any amount to ESP in connection with this Audit Agreement. ESP shall provide Owner with any documents developed or acquired through this Audit Agreement, including but not limited to preliminary notes, reports or analysis.

### **5.3 Termination By Execution of GESPC**

If the Parties execute a GESPC, then this Audit Agreement shall automatically terminate. If this Audit Agreement is terminated under this Section, notwithstanding anything to the contrary in this Audit Agreement, the Parties expressly agree that (i) the Audit Fee as set forth in Article 4 shall be reduced to zero dollars (\$ 0.00), (ii) that no separate payment shall be due for the Audit or Audit Report under the terms of this Audit

Agreement, and (iii) that compensation due ESP pursuant to the GESPC includes compensation for any and all work, services, and benefits provided by ESP in connection with this Audit Agreement, even if such compensation is not separately specified or itemized in the GESPC, or on any invoices or applications for payment.

If this Audit Agreement is terminated as provided in this Section, ESP shall remain obligated to complete and comply with the continuing obligations and provisions of this Audit Agreement, and other obligations that survive the termination of this Audit Agreement, including but not limited to those obligations set forth in Section 5.4.

#### **5.4 Survival of Obligations**

The following provisions and obligations of ESP shall survive termination of this Audit Agreement: (a) express and implied warranties and representations, (b) obligations to provide reliable information, accurate calculations, and reasonable estimates to Owner, (c) waivers and limitation of losses and damages under Section 4.3, (d) limitations on recovery under Article 5, (e) obligations to comply with all federal, state, and local laws and rules (e.g., Section 6.8), (f) obligations concerning patent and copyright infringement under Section 6.3, (g) indemnity obligations under Section 6.9, (h) ESP's obligations and warranties under Section 6.12, (i) obligation to provide documents under Section 6.5.

### **ARTICLE 6. ADDITIONAL TERMS AND CONDITIONS**

#### **6.1 Audit Agreement Term**

The Audit Agreement term shall commence on the date the Audit Agreement is executed by Owner and shall end upon execution of a GESPC, unless earlier terminated pursuant to the provisions of Article 5. Notwithstanding the preceding sentence, ESP shall comply with and adhere to the deadlines set forth in Article 2 regarding the completion and submission of the list of ECMs and the Audit Report. This Section shall not affect the continuing applicability of obligations identified under Section 5.4.

#### **6.2 Materials, Equipment and Supplies**

ESP shall provide or cause to be provided all materials, equipment, and supplies necessary to perform its obligations under this Audit Agreement, including but not limited to the Audit and the Audit Report. ESP recognizes that the cost of said items is included in the Audit Fee.

#### **6.3 Patent and Copyright Responsibility**

ESP agrees, warrants, and represents that any material or design specified by ESP or supplied by ESP, and any software or program utilized by ESP, under this Audit Agreement shall not infringe any patent, copyright, or other intellectual property right. ESP shall be solely responsible for securing any necessary licenses required for the performance of the Audit and preparation of the Audit Report. ESP shall indemnify and hold harmless Owner for any damages, losses, or costs incurred by Owner, including attorney fees, arising from ESP's (including any entity employed by ESP) failure to comply with this Section.

ESP shall ensure that Owner receives unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to Owner as part of the performance of this Audit Agreement.

**6.4 Insurance**

ESP shall comply with the bonding and insurance requirements set forth in Attachment D.

**6.5 Owner Access to Records**

Owner shall have the right, throughout the term of this Audit Agreement and for a minimum of 10 (ten) years following completion of the Audit Agreement, to inspect, audit, and obtain copies of all books, records, and supporting documents created or obtained by, used by, or maintained by ESP in connection with, or in any way related to, this Audit Agreement.

**6.6 Personnel**

All personnel necessary for the effective performance of this Audit Agreement shall be employed by ESP and its subcontractors, shall be qualified to perform the services required under this Audit Agreement, and shall in all respects be subject to the rules and regulations of ESP governing staff members and employees and safety. The following persons are identified by the ESP as its key personnel that will provide the Work required by the Audit Agreement:

**6.6.1 Key Personnel:**

(a) \_\_\_\_\_;

(b) \_\_\_\_\_; and

(c) \_\_\_\_\_.

**6.6.2 Key Subcontractors:**

(a) \_\_\_\_\_;

(b) \_\_\_\_\_; and

(c) \_\_\_\_\_.

**6.7 Independent Contractor**

In performing the services required by this Audit Agreement, ESP will act as an independent contractor and not as an employee or agent of Owner. Neither ESP, its subcontractors, nor their personnel shall be considered agents or employees of Owner.

## **6.8 Compliance with Applicable Law**

In performance of its obligations under this Audit Agreement, ESP shall comply with all applicable federal, state and local laws, rules, codes, and regulations. ESP shall perform its obligations under this Audit Agreement in accordance with sound engineering and safety practices, and in compliance with any and all rules of Owner relative to the Premises.

ESP shall further comply with all applicable federal, state and local laws, rules, codes, and regulations concerning environmental protection and environmental quality control. ESP is responsible for any such violations and shall secure all required permits.

All limits or standards set forth in this Audit Agreement to be observed in the performance required under this Audit Agreement are minimum requirements, and shall not affect the application of more restrictive or stringent federal, state or local standards which apply to the performance of the Audit Agreement.

ESP shall indemnify and hold Owner harmless for any damages, losses, or costs incurred by Owner, including attorney fees, arising from ESP's (including any entity employed by ESP) failure to comply with this Section.

## **6.9 Indemnity**

To the fullest extent permitted by law, ESP shall indemnify, defend and hold harmless Owner (and each officer, employee, and agent thereof) from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, directly arising out of (a) any default by ESP under this Agreement, (b) any personal or bodily injury, including death, to any person and destruction of property resulting from the negligent performance (or failure of performance) or willful misconduct by ESP of its obligations in accordance with the provisions of this Agreement, (c) any claim for patent infringement, unpaid royalties and license fees, or other violations of third party intellectual property rights in connection with the Work, or (d) any violation of Applicable Law in connection with the Work. The foregoing indemnification shall not extend to those claims, losses, damages, liabilities, costs or expenses asserted against or suffered by Owner which are due to the acts or omissions of Owner or its employees or agents or of architects, engineers or ESP retained by Owner or to any action taken by Owner in violation of the provisions of this Agreement. If claims are asserted against any person or entity indemnified under this Section 6.9 by an employee of ESP, a subcontractor, any one directly or indirectly employed by them or anyone, the indemnification obligation under this Section 6.9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for ESP or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **6.10 Waivers**

No right of either Party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

## **6.11 Assignment**

This Audit Agreement may not be assigned, in whole or in part, by ESP without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed. Any attempted assignment without Owner's prior written consent shall be void and of no force or effect.

ESP shall not subcontract any work under this Audit Agreement without the written consent of Owner.

#### **6.12 No Warranty by Owner**

The Parties acknowledge that any and all information provided by Owner under this Audit Agreement is at ESP's request. Owner makes no warranty concerning the accuracy, adequacy, or appropriateness of the information provided by Owner or any other person or entity. ESP shall investigate and verify the information provided to assure itself that such information is accurate, adequate, and appropriate.

In the event the parties execute a GESPC, ESP expressly represents and warrants that it will not assert the inaccuracy, inadequacy, or inappropriateness of information provided by Owner or any other person or entity as a defense to any deficiency in realized Verified Savings.

#### **6.13 Time is of the Essence**

Time is of the essence with respect to all of ESP's obligations under this Audit Agreement.

#### **6.14 Federal Taxpayer Identification Number and Legal Status Disclosure**

Under penalty of perjury, ESP certifies that insert Tax ID # is ESP's correct Federal Taxpayer Identification Number and that ESP is doing business as a Corporation.

#### **6.15 Governing Law**

This Audit Agreement shall be governed by the laws of the State of Georgia. ESP hereby consents to personal jurisdiction and venue of any dispute, action, or suit in the Superior Court of Fulton County, Georgia, which Court shall have exclusive jurisdiction of same.

#### **6.16 Entire Agreement**

This Audit Agreement, including all incorporated documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of Owner or ESP has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Audit Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Audit Agreement. No modifications, alterations, changes, or waiver to this Audit Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

The following documents are incorporated in, and made a part of, this Audit Agreement:

- Attachment A – Project Sites
- Attachment B – Owner Preferences
- Attachment C – GEFA Management Fee Schedule
- Attachment D – Insurance
- Attachment E-1 – Project Cost Installation Form
- Attachment E-2 – Project Services Cost Form

Attachment F – Form of Implementation Cost by Energy Conservation Measure  
Attachment G – Form of First Year Estimated Annual Cost Savings by ECM  
Attachment H – Form of GESPC Cash Flow Summary  
Attachment I – Authorizing Legislation

## **6.17 Force Majeure**

Any delay in performance caused by terrorist attacks, insurrections, storms, fires, hurricanes, tornadoes, earth quakes, or other acts of God (“Force Majeure Event”) shall excuse the performance of the Parties for the duration the Force Majeure Event is in effect.

## **6.18 Dispute Resolution**

At the Owner’s sole election, any claim arising out of or related to the Agreement shall be subject either to binding arbitration or litigation. Prior to arbitration or litigation, the Parties shall endeavor to resolve any and all claims or disputes in accordance with the terms of this Audit Agreement.

## **6.19 Severability**

If any of the provisions contained in the Audit Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the Audit Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **6.20 Ethics in Contracting**

**6.20.1 Gratuities and Kickbacks.** In accordance with the Owner’s City Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**6.20.2 Fraud and misrepresentations.** Any written or oral information provided by ESP directly or indirectly related to the performance of the Work required by this Audit Agreement constitutes material representations upon which the Owner relies for the requirements of the Audit Agreement and compliance with local, state and federal rules and regulations. The ESP agrees to immediately notify the Owner of any information provided to the Owner that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the Owner and take corrective action. The ESP further agrees to immediately notify the Owner of any actions or information that it believes would constitute fraud or intentional misrepresentations to the Owner in the performance of this Audit Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the Integrity Line 1-800-884-

0911. The ESP agrees to place signage provided by the Owner regarding the Integrity Line at the location to which the ESP's employees report to perform the Work required by this Audit Agreement. The ESP acknowledges and agrees that a finding of fraud or other impropriety on the part of the ESP or any of its subcontractors may result in suspension or debarment; and the Owner may pursue any other actions or remedies that the Owner may deem appropriate. The ESP agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

**6.21 Equal Business Requirements**

During the performance of this Audit Agreement, the ESP agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the Owner, the Equal Business Opportunity ("EBO") Program, as may be hereafter amended.

**6.22 Project Management**

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

**For Owner:**

Name:  
Address:  
City State zip  
Phone:  
Email address

**For ESP:**

Name:  
Address:  
City State Zip  
Phone:  
Email address

*[Signatures on the following pages.]*

**ARTICLE 7. EXECUTION UNDER SEAL**

IN WITNESS WHEREOF, the Parties have executed this Audit Agreement under seal by their authorized signatures as of this \_\_\_ day of \_\_\_\_\_, 201\_\_.

**The City of Atlanta**

**[Contractor]**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**Municipal Clerk (Seal)**

**Recommended:**

**Chief Procurement Officer:**

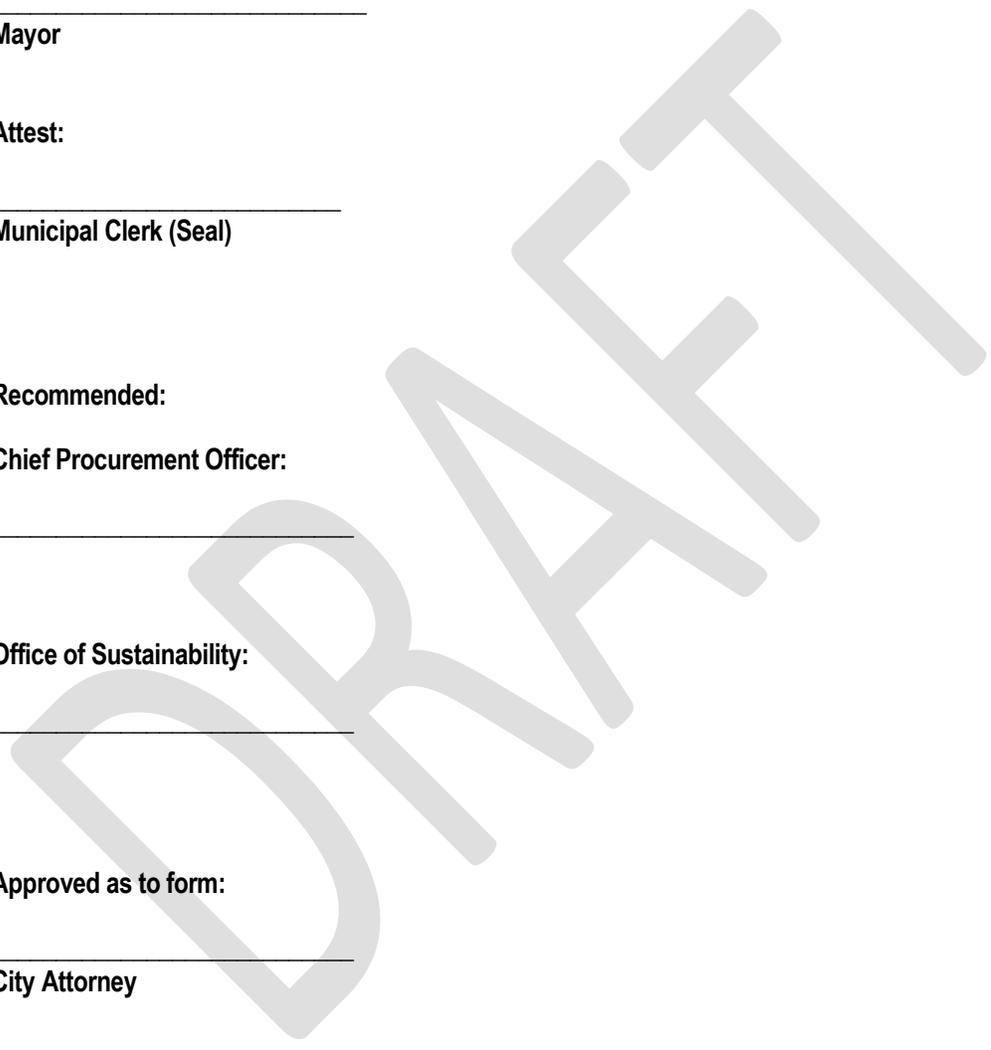
\_\_\_\_\_

**Office of Sustainability:**

\_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**City Attorney**



Signature Block Options for Contractor:

**Corporate signature:**

[Insert Corporate Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Secretary/Assistant

Secretary (Seal)

**Limited Liability Company:**

[Insert LLC Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public (Seal)

My Commission Expires:

**Attachment A – Premises**

DRAFT

**Attachment B – Owner Preferences**

DRAFT

**Attachment C – GEFA Management Fee Schedule**

DRAFT

**Attachment D – Insurance Requirements**

DRAFT

Attachment E-1 – Project Installation Cost Form

Project Name:		Project #:
ESP Name:		Date Submitted:
Submittal Identifier:		
<b>HARD COSTS</b>		<b>Percent of Total</b>
Furnish and Install all ECMs		\$ Amount
Contingency <sup>1</sup>		
A	<b>SUBTOTAL HARD COSTS</b>	
<b>SERVICE FEES</b>		<b>Percent of Total</b>
Payment and Performance Bonds		\$ Amount
Engineering, Design Plans and Specifications		
Project Management, Onsite Construction Supervision		
Investment Grade Audit Fee		
Maintenance Costs		
Commissioning		
Construction Period Interest (if applicable)		
Cost of Guarantee Security Instrument		
Other		
B	<b>SUBTOTAL SERVICE FEES</b>	
C	<b>SUBTOTAL DIRECT COSTS (A + B)</b>	
		<b>Percent of Total</b>
Overhead and General Conditions		\$ Amount
Profit		
D	<b>SUBTOTAL OVERHEAD, PROFIT</b>	
E	<b>TOTAL PROJECT COST (C + D)<sup>2</sup></b>	

Notes:

- 1 Contingency not to exceed 10% of Furnish and Install
- 2 Total Project Cost must match Total Implemented ECM Cost from Attachment\_ "Implementation Cost by Energy Conservation Measure"

Attachment E-2 –Project Services Cost Form

<b>City of Atlanta</b>		<b>Project #:</b>				
<b>ESP Name:</b>		<b>Date Submitted:</b>				
<b>Submittal Identifier:</b>						
ECM	M&V	Contract Management	O&M	Training	Other	Total
						\$
						\$
						\$
						\$
						\$
						\$
						\$
<b>TOTAL</b>	\$	\$	\$	\$	\$	\$

Note: This table should reflect costs associated with the first year of such services.





Attachment H - GESPC Cash Flow Summary

Total Project Cost <sup>1</sup>	
Annual Interest Rate	N/A
Finance Term (years)	N/A
Construction Period (months)	
Guaranteed Savings to Projected Savings Ratio	

Escalation Rates - Utilities <sup>2</sup>	
Electric	
Natural Gas	
Water/Sewer	
Other (specify)	
Escalation Rate - Continuing Services	
Escalation Rate - ECM Installation	

Year <sup>3</sup>	SAVINGS					Payments		TOTAL	
	Utility Savings <sup>4</sup>	O&M Savings <sup>5</sup>	Incentives & Rebates	Total Projected Savings	Total Guaranteed Savings	ECM Continuing Services Payments <sup>6</sup>	ECM Installation Payments <sup>7</sup>	Total Payments	Net Cash Flow <sup>8</sup>
1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

- Notes: 1 Must match Total Project Costs on Attachment E-1 " Project Installation Cost Form"  
 2 Utility Escalation Rates, if any, are set by City in RFP  
 3 Year 1 is the first full year of post-construction performance  
 4 Includes electricity, natural gas, water/sewer, and other utilities as shown in Attachment G "First Year Annual Proposed Savings by ECM"  
 5 Any O&M Savings will be rigorously reviewed and must be supported by reducible costs to the City  
 6 Includes M&V, contract management, maintenance, training, etc. as per Attachment E-1 " Project Services Cost Form"  
 7 Total ECM Installation Payments must be allocated on a straight-line basis over the Contract Time For Verified Savings  
 8 Net Cash Flow cannot be negative for any year; positive cash flow from one year cannot help make-up another year's shortfall

Attachment H - GESPC Cash Flow Summary

<b>City of Atlanta</b>					<b>Project #:</b>	
<b>ESP Name:</b>					<b>Date Submitted:</b>	
<b>Submittal Identifier:</b>						
<i>Instructions: Detail ECM Construction Costs – add rows as necessary. Examples shown below for illustration only.</i>						
<b>ECM #</b>	<b>ECM Description</b>	<b>Qty</b>	<b>Unit Cost<sup>1</sup></b>	<b>Total Cost</b>	<b>ECM Subtotal</b>	<b>Comments</b>
1	Lighting Measures				\$240,000	
	Common Area Lighting	300	\$300	\$90,000		
	Office Lighting	1000	\$150	\$150,000		
2	Water Measures				\$35,000	
	Tank/Floor Mount	100	\$300	\$30,000		
	Faucet Aerators	50	\$100	\$5,000		
<b>SUBTOTAL Construction Costs<sup>2</sup></b>					<b>\$275,000</b>	

Notes

- 1- Installed unit cost. Does not include service fees, contingency, or overhead and profit.
- 2- Must match Furnish and Install all ECMs on Attachment E-1 (Project Installation Cost Form)

**Attachment H**  
**Form of Guaranteed Energy Savings Performance Contract**

*((inserted for informational purposes only))*

GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

BY AND BETWEEN

The City of Atlanta

AND

[ENERGY SERVICE PROVIDER]

Project # FC-8047, Energy Service Performance Initiatives

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## GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

This Guaranteed Energy Savings Performance Contract (“Agreement”) is made and entered into by and between the City of Atlanta (“Owner”) and ESP (“ESP”) under seal to provide energy conservation measures and related services to Owner’s premises, as more fully described in the Contract Documents.

### ARTICLE 1. DEFINITIONS

Unless otherwise provided herein, the following terms<sup>1</sup> shall be defined as follows:

- 1.1** “Acceptance of the Work” shall mean a time when ESP’s performance of the entire scope of the ECM Installation Work is complete in strict conformance with the Contract Documents, in accordance with Section 13.1 of the GESPC.
- 1.2** “Act” shall mean the Guaranteed Energy Savings Performance Contracting Act, O.C.G.A. §§ 50-37-1 through 50-37-8, as may be amended from time to time.
- 1.3** “Agreement,” as used in the GESPC, shall mean the Guaranteed Energy Savings Performance Contract, or GESPC.
- 1.4** “Annual Review” shall mean the annual review, reconciliation, and verification of the Verified Savings in accordance with Section 5.2 of the GESPC.
- 1.5** “Audit” shall mean the Investment Grade Energy Audit performed by ESP pursuant to O.C.G.A. § 50-37-3(e), in accordance with the Audit Agreement.
- 1.6** “Audit Agreement” shall mean the Investment Grade Energy Audit Agreement pursuant to which, and in accordance with which, an ESP shall conduct the Audit.
- 1.7** “Audit Fee” shall mean the compensation to which ESP is entitled, if any, for performance of the Audit, as set forth in the Audit Agreement.\*
- 1.8** “Audit Report” shall mean the report that ESP is required to produce pursuant to the Audit Agreement and which shall include a summary of ESP’s recommendations for ECMs resulting from the Audit.\*
- 1.9** “Base Period” shall mean the period of time during for which ESP shall examine consumption and usage of electricity, fossil fuels, water, and other applicable utilities for the purpose of developing an appropriate Baseline.
- 1.10** “Baseline” shall mean a base year of consumption and usage data that is representative of each month of the Base Period, established by agreement in the GESPC, and which is used to calculate Verified Savings in accordance with the GESPC.

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<sup>1</sup> Definitions followed by a “\*” indicates that the defined term is not used within this document but may be used in other related documents.

- 1.11** “Change Order” shall mean a written order to ESP executed by the authorized representative of Owner, issued after execution of the GESPC, authorizing and directing a change in the Work or an adjustment in ECM Installation Payments or the Project Installation Schedule, or any combination thereof, in accordance with Article 9 of the GESPC.
- 1.12** “Contract Amendment” shall mean a written agreement that has been executed by Owner and ESP, in accordance with Article 9 of the GESPC.
- 1.13** “Contract Documents” shall consist of the documents identified in Section 8.1 of the GESPC that form the GESPC.
- 1.14** “Contract Time for Verified Savings” shall mean the period of time beginning on the later of (i) Acceptance of the Work or (ii) the date Owner provides a Notice of Commencement of Contract Time for Verified Savings (if any), and shall end at the end of the fiscal year that is 15 years thereafter.
- 1.15** “Contract Time for Work” shall mean the period of time beginning on the date that the Work under the GESPC is permitted to proceed, through the date established for Final Completion.
- 1.16** “ECM” shall mean energy conservation measures, as defined in the Act, that (i) are identified in Schedule A of the GESPC, (ii) are installed in accordance with the GESPC, and (iii) constitute capital expenditures for federal income tax purposes.
- 1.17** “ECM Continuing Services” shall mean annual services provided pursuant to the GESPC, including but not limited to training, operation, maintenance, monitoring, repairs, replacements, and adjustments, measurement and verification, and the Annual Review.
- 1.18** “ECM Continuing Services Payments” shall mean compensation for ECM Continuing Services provided pursuant to the GESPC.
- 1.19** “ECM Installation Payments” shall mean compensation for ECM Installation Work provided pursuant to the GESPC.
- 1.20** “ECM Installation Work” shall mean work associated with the design, procurement, fabrication, construction, installation, testing, and commissioning of ECMs provided pursuant to the GESPC.
- 1.21** “ECM Modification” shall mean the modification or replacement of ECMs, installation of additional ECMs, revisions to procedures for the operation of ECMs, or implementation of other procedures at the Premises, in accordance with Section 3.5 of the GESPC.
- 1.22** “ECM Submittal Schedule” shall mean a schedule identifying the dates for submission of all ECM Submittals as set forth in the GESPC.
- 1.23** “ESP” (i) as used in the Audit Agreement and GESPC, shall have the meaning set forth in the introductory paragraph thereof, and (ii) as used in the RFP, shall mean an Energy Service Provider. The term shall include companies that meet the definition of either an ESP or an Energy Service Company (“ESCO”) set by the National Association of Energy Service Companies

("NAESCO"). ESPs are not required to be accredited by or members of NAESCO. For the purposes of the RFP, an ESP is also required to possess:

- (A) a record of successful guaranteed energy savings performance contract projects with documented verified savings that meet or exceed their guarantees;
- (B) technical and managerial competence to develop comprehensive energy efficiency projects, including but not limited to lighting measures; efficient motors and drives; and measures involving heating, ventilation, and air conditioning systems;
- (C) technical and managerial competence to provide a full range of energy services, including conducting investment grade energy audits; providing or arranging for project financing; design engineering; providing operations and maintenance services; and verifying energy savings according to accepted industry practice;
- (D) experience in the design, implementation, and installation of ECMs and the technical capabilities to verify that such measures achieve guaranteed energy and operational cost savings or enhanced revenues, according to accepted industry practice; and
- (E) the ability to secure or arrange the financing necessary to support energy savings guarantees.

**1.24** "Event of Default" shall have the meaning set forth in Article 5 of the Audit Agreement, and Section 10.4 of the GESPC.

**1.25** "Final Completion" shall mean that stage in the progression of the Work under the GESPC when ESP has fully performed the Work, including but not limited to the ECMs, in strict accordance with the Contract Documents, except for the warranty obligations and such other obligations that extend beyond Final Completion of the Work.

**1.26** "Fiscal Year" (whether or not such term is capitalized) shall mean the fiscal year adopted by the City of Atlanta. If a period of time begins on a date that is not the first day of the City of Atlanta's fiscal year, then the first fiscal year for such period of time shall be shortened so as to end on the day before the first day of the City of Atlanta's next fiscal year. If a period of time ends on a date that is not the last day of the City of Atlanta's fiscal year, then the last fiscal year for such period of time shall be shortened so as to end on the day the period of time ends.

**1.27** "Guaranteed Energy Savings Performance Contract" or "GESPC" shall mean the contract for the evaluation, recommendation, and implementation of one or more ECMs, and associated guaranty of Guaranteed Savings, in accordance with the Act and as more fully set forth in the terms of the GESPC.

**1.28** "Guaranteed Savings" shall mean the level of energy savings, operational cost savings, and revenue enhancements identified in Schedule B of the GESPC.

**1.29** "Industry Engineering Standards" shall mean

- (A) Life cycle costing;

- (B) The R.S. Means-estimated costing method developed by the R.S. Means Company;
- (C) Historical data;
- (D) Manufacturer's data;
- (E) American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) standards;
- (F) International Performance Measurement and Verification Protocol; and
- (G) Other applicable technical performance standards established by nationally recognized standards authorities, but only if Owner specifically consents in writing to the use of such standard.

**1.30** "Issuing Officer" shall mean the person identified in the RFP who is the sole point of contact for the RFP.\*

**1.31** "Material Change" shall mean any change in or to the Premises after Acceptance of the Work, not covered by Schedule K of the GESPC, whether structural, operational or otherwise in nature, that results in an increase or decrease in Verified Savings by at least \_\_\_\_\_%, in the aggregate, after adjustments to account for variables that are not, in whole or in part, within ESP's control. A change is not a Material Change if it results, in whole or in part, from ESP's failure to perform any obligation in accordance with the Contract Documents, including but not limited to defective or deficient installation of ECMs and Work, failure to perform or properly perform maintenance, repairs, replacements, or similar tasks under Section 4.1, or failure to perform or properly perform any duty in connection with the Audit. A change is not a Material Change if it results, in whole or in part, from malfunction or nonperformance of an ECM.

**1.32** "Notice of Commencement of Contract Time for Verified Savings" shall mean the written document executed by Owner indicating that the Contract Time for Verified Savings shall begin. Such notice shall not relieve ESP of any obligation under the GESPC or the Audit Agreement.

**1.33** "Owner" shall mean the City of Atlanta.

**1.34** "Preliminary Technical Energy Audit Report" shall mean the report prepared in connection with an ESP's Proposal and further described in Article 2 of Attachment C (Form of Preliminary Technical Proposal) of the RFP.\*

**1.35** "Preliminary Technical Proposal" or "Proposal" shall mean the proposal submitted in response to the RFP, in the form set forth in the Attachment C of the RFP, to the extent such proposal complies with the requirements and standards set forth in the RFP.\*

**1.36** "Premises" (i) as used in the Audit Agreement, shall mean the facilities listed in Attachment A of the Audit Agreement, (ii) as used in the GESPC, shall mean the facilities listed in Schedule D of the GESPC, and (iii) as used in the RFP, shall mean shall mean the facilities listed in Attachment A of the RFP.

- 1.37** “Project” shall mean the design and installation of ECMs, operation and maintenance of ECMs, and all other Work and services required under a GESPC.
- 1.38** “Project Installation Schedule” shall mean the schedule for Work contained in Schedule J of the GESPC.
- 1.39** “Proposed Savings” shall mean anticipated energy, operational, water, or waste-water savings, cost savings, savings or revenue increases, but only if such amounts are verifiable and appropriate, as set forth in the Audit Agreement.\*
- 1.40** “Request for Proposals” or “RFP” shall mean the document issued by Owner to elicit Preliminary Technical Proposals from selected Prequalified ESPs for the proposed Project.
- 1.41** “Schedule of Events” shall mean the schedule identified in the RFP that lists the preliminary dates and times certain events in the RFP procurement process shall occur.\*
- 1.42** “Substantial Completion” shall mean that stage in the progression of the Work under the GESPC when the Work is sufficiently complete in accordance with the Contract Documents that Owner can enjoy beneficial use and occupancy of the Work, including but not limited to ECMs, and can utilize such Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 1.43** “Verified Savings” shall mean actual energy savings, operational cost savings, and revenue enhancements realized with reference to the Baseline set forth in Schedule E of the GESPC, and determined in accordance with the methods and procedures in Schedule M of the GESPC, in accordance with Section 5.2 of the GESPC. Verified Savings shall result solely from ECMs installed or performed by ESP in accordance with the GESPC.
- 1.44** “Work” shall mean all work and services required or implied by, or reasonably inferable from, the GESPC and Contract Documents, including but not limited to work associated with all ECMs identified in Schedule A of the GESPC and installed in or on the Premises listed in Schedule D of the GESPC, in accordance with Section 3.1 of the GESPC.

## **ARTICLE 2. THE PROJECT**

### **2.1 Energy Conservation Measures**

ESP shall design, procure, fabricate, construct, install, commission, and test the ECMs specified in Schedule A with respect to the Premises. ESP shall perform all activities and provide all materials, supplies, tools, and equipment necessary to install and operate the ECMs and perform all other Work with minimal interference with Owner’s operations.

### **2.2 Measurement and Verification**

ESP shall measure and verify the Verified Savings resulting from the ECMs in accordance with the Methods of Savings Measurement and Verification set forth in Schedule M. At a minimum, the methods

identified in Schedule M shall comply with the most recent version of the International Performance Measurement and Verification Protocol or other industry engineering standard (as such term is defined in the Act), but only if Owner consents to such other industry engineering standard.

Without diminishing ESP's obligation, Owner may hire a competent third party to measure and verify Verified Savings in accordance with this Agreement. If the Verified Savings determined by the third party differ from the amount determined by ESP, then Owner and ESP shall attempt to agree on the appropriate level of Verified Savings. If Owner and ESP agree on the appropriate Verified Savings, they shall execute a Contract Amendment in accordance with Article 9.

If Owner and ESP are unable to mutually agree on the appropriate level of Verified Savings, then ESP shall, within five (5) days of Owner's request, provide Owner with a list of at least five (5) third parties that are independent of ESP and all of its affiliates, and who are qualified to determine the appropriate level of Verified Savings. Owner may select a third party from such list. If Owner does not select a third party from ESP's list, then Owner and ESP shall each, within five (5) days of Owner's request, select one independent third party who will collectively select another independent third party to determine the appropriate level of Verified Savings. If ESP fails to provide the list of independent third parties, or fails to make a selection of its independent third party as provided in this Section, Owner shall have the right to select the third party to determine the appropriate level of Verified Savings in its sole discretion. The third party selected pursuant to this paragraph shall be hired by Owner. The findings and report, if any, of such third party shall be provided to ESP.

### **2.3 Annual Energy Savings Guaranty and Bonds**

ESP shall guarantee annual Guaranteed Savings as set forth in Article 5 and shall provide performance and payment bonds as set forth in Article 6.

### **2.4 Commissioning**

ESP shall conduct a thorough and systematic performance test of each element and total system of the installed ECMs in accordance with Schedule N. ESP shall provide advance written notice of at least ten (10) business days to Owner of the scheduled test(s). Owner shall have the right to designate representatives to be present at any or all such tests including representatives of the manufacturers of the ECMs. ESP shall demonstrate that each ECM (and each element thereof) complies with the requirements of the Contract Documents. At no additional cost to Owner, ESP shall correct or adjust all deficiencies in the operation of the ECMs as necessary to bring each ECM into compliance with the Contract Documents.

### **2.5 Training, Maintenance, Monitoring, and Other Work**

In accordance with Article 4, ESP shall provide training described in Schedule I, operation, maintenance, monitoring and related services described in Schedule F, and all other services and Work specified in the Contract Documents.

## **ARTICLE 3. ENERGY CONSERVATION MEASURES**

### **3.1 Performance of the Work**

ESP shall perform or cause to be performed the Work in strict accordance with the Contract Documents. The Work shall also include whatever is done by or required of ESP to perform and complete its duties under the Contract Documents, including but not limited to the following: the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required, and fuel, heat, light, cooling and all other utilities as required by this Agreement.

Notwithstanding the preceding sentence, ESP may request Owner to provide power, fuel, heat, cooling, or other utilities. Upon such request Owner may, in its sole and complete discretion, elect to provide such utilities at a price set by Owner, but Owner shall have no obligation to provide such utilities. If Owner elects to provide such utilities, ESP shall indemnify, hold harmless, and defend Owner against any damages, losses, or expenses arising from ESP's use of Owner's facilities or utilities at the Premises.

No later than \_\_\_\_\_ days after execution of this Agreement, ESP shall provide detailed drawings and specifications concerning the ECMs and associated equipment and materials, and all impacted areas of the Premises, for Owner's review and comment. Such documents shall become the property of Owner without restriction. ESP shall make such reasonable modifications to the drawings and specifications as Owner may require. Upon Owner's approval of the drawings and specifications, ESP shall proceed to provide ECM Submittals as set forth in Section 3.4. Owner's approval of any drawings and specifications shall not be evidence that the drawings and specifications, and associated Work pursuant thereto, conform to the requirements of the Contract Documents, nor shall such approval relieve or diminish in any way ESP's obligation to comply with the Contract Documents.

Work shall be categorized as (1) ECM Installation Work and (2) ECM Continuing Services.

### **3.2 ESP's Responsibility for the Work**

ESP shall perform all Work strictly in conformance with the Contract Documents. Compliance with the Contract Documents shall be and remain the responsibility of ESP. Owner or its representatives and consultants may review, inspect, and test the Work from time to time. Any review, approval, testing, or acceptance of, or payment for, any or all of the Work shall not relieve ESP of its responsibility for the Work and compliance with the Contract Documents.

### **3.3 Standards of the Work**

ESP shall assure that all of the Work is accomplished in a workmanlike manner and in compliance with the Contract Documents and that all services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed in the State of Georgia, if required by law. All Contract Documents which are required to be prepared by ESP shall be in accordance with all applicable codes, standards and regulations, and shall be prepared by qualified personnel. Where required by law, Contract Documents shall bear the stamp or seal of architects or engineers licensed in the State of Georgia.

### **3.4 ECM Submittal Process**

#### **3.4.1 Coordination With Owner**

ESP recognizes that some or all of Owner's Premises are currently in operation and that ESP must coordinate with Owner to minimize any interference with such operation. Among other means, ESP will use the submittal process described in Section 3.4 as a means of minimizing interference. ESP recognizes that delays are to be expected from coordination required by this Section 3.4.1, and from Owner's review and approval of submittals. Accordingly, ESP shall not assert, and hereby waives, any claim for reasonable delays resulting from coordination of Work and Owner's review and approval of submittals.

In its sole discretion, Owner may designate representatives or retain consultants, including architects and engineers, to consult with and advise ESP regarding the Work and ECM Submittals on Owner's behalf. Such representatives shall not, however, have authority to bind Owner for purposes of Change Orders or other Contract Amendments, unless Owner specifically consents in writing. The provisions of Article 9 shall govern such Change Orders and Contract Amendments. ESP shall at all times provide access to the Work to Owner and its representatives and consultants. ESP agrees to comply with any reasonable demands of such representatives and consultants.

#### **3.4.2 ECM Submittals**

ESP shall submit to Owner all shop drawings, product data, samples, mock-ups, and other submittals related to each ECM ("ECM Submittals") for Owner's review in accordance with Section 3.4. ECM Submittals must be provided to Owner within such time as to not delay the Work and Project Installation Schedule.

ECM Submittals do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which ESP intends to implement the Work in conformance with information received from the Contract Documents. ESP shall not install any ECM unless and until an ECM Submittal specifically covering such ECM shall have been approved in writing by Owner. Approval of an ECM Submittal, however, shall not be evidence that the ECM Submittal and associated Work pursuant thereto conforms to the requirements of the Contract Documents, nor shall such approval relieve or diminish in any way ESP's obligation to comply with the Contract Documents.

#### **3.4.3 Informational Requirements of ECM Submittals**

ECM Submittals shall provide sufficient detail to allow Owner to complete its review and shall, at a minimum, include:

- (a) submittal date and revision dates;
- (b) project number and title;
- (c) the ECM or its component covered by the submittal;
- (d) names of ESP and any applicable subcontractors, manufacturers, suppliers, and dealers;

- (e) identity of product or material with models or products to be used and specifically each and every option that is to be included (options, features, models and other information not pertinent to this Project and its application shall be fully and clearly marked out of the submittal);
- (f) relation to adjacent structure or material;
- (g) clearly identified field dimensions;
- (h) drawings and specifications page and number (if applicable);
- (i) applicable standards, such as ASTM or ANSI, that the ECM Submittal satisfies;
- (j) identification of any applicable Change Order or Contract Amendment that relates to the ECM;
- (k) stamp or seal of the preparer of the ECM Submittal and ESP's certification that it has reviewed and approved the submittal as to its accuracy and compliance with the provisions of the Contract Documents;
- (l) shop drawings, product data, and, where appropriate or reasonably required, product samples; and
- (m) if a mock-up or demonstration occurred, the date when and location where same occurred, and Owner representatives who were present.

At the request of Owner, and where appropriate or reasonably required, ESP shall provide on-site mock-ups and demonstrations of the ECMs at the Premises which shall also be construed as ECM Submittals under the provisions of this Section, but only to the extent that Owner provides a written verification that mock-up was reviewed. As with written ECM Submittals, any written verification of mock-ups shall not be evidence that the mock-up and associated Work pursuant thereto conforms to the requirements of the Contract Documents, nor shall such approval relieve or diminish in any way ESP's obligation to comply with the Contract Documents.

#### **3.4.4 Project Schedule and ECM Submittal Schedule**

Within \_\_\_\_\_ days of commencing the Work, ESP shall submit to Owner for its information ESP's schedule for completing the Work in accordance with the Project Installation Schedule and by the date set forth herein for Substantial Completion and Final Completion. Additionally, within \_\_\_\_\_ days of commencing the Work, ESP shall submit to Owner an ECM Submittal Schedule. Each of these schedules required herein shall be revised no less frequently than every two weeks (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to Owner. The schedules, and all revisions, shall be in such form, and shall contain such detail, as Owner may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL ESP MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN

THE CONTRACT TIME FOR WORK. Strict compliance with the requirements of this Section is a condition precedent for payment to ESP, and failure by ESP to strictly comply with said requirements shall constitute a material breach of this Agreement.

ESP shall continuously maintain at the site, for the benefit of Owner, one record copy of this Agreement and other Contract Documents marked to record on a current basis changes, selections, and modifications made during construction. Additionally, ESP shall maintain at the site for the benefit of Owner the approved ECM Submittals.

#### **3.4.5 Review and Approval of ECM Submittals**

Within \_\_\_\_\_ business days after receipt, Owner shall complete its review of the submittals or revised submittals and provide written approval or, if the submittal or revised submittal has not been approved, written explanation as to the reason therefor. ESP shall submit to Owner a revised submittal within \_\_\_\_\_ business days after receipt of Owner's rejection. ESP may not commence any of the Work which requires the submittals without written approval by Owner.

Owner may reject submittals, among other reasons, on the basis that the Work associated with such submittal (i) might constitute or create a hazard to the Premises or to persons or property, (ii) does not comply with the Contract Documents, or (iii) would result in delay in scheduled completion of the Work.

#### **3.5 ECMs Modifications**

ESP may request Owner's permission to implement an ECM Modification. To request an ECM Modification, ESP shall submit a written request that identifies (i) the requested ECM Modification; (ii) the ECMs to be modified; (iii) the requested change in ECM Installation Payments, if any; and (iv) the requested adjustments, if any, to the Baseline set forth in Schedule E arising from ECM Modifications. ESP shall represent and warrant to Owner that (i) the ECM Modification does not result in modifying the standards of comfort and service set forth in Schedule H without the express written approval of Owner; (ii) the ECM Modification is necessary to enable ESP to achieve the Guaranteed Savings; (iii) any costs incurred due to any ECM Modification shall be the sole responsibility of ESP; (iv) any ECM Modification that is a replacement of an ECM shall be new and have equal or better potential to reduce energy consumption at the Premises than the ECM being replaced; (v) ESP shall update any and all software to be used in connection with the affected ECMs; and (vi) any ECM Modifications shall become the property of Owner. ESP shall provide all necessary backup analysis and documentation to support its request for ECM Modification.

If Owner consents to the requested ECM Modification, the parties will enter a Contract Amendment or follow the Change Order procedures and comply with Article 9, except that Section 9.2.2 shall not apply because the change in ECM Installation Payments (if any) shall be agreed upon when the ECM Modification is approved by Owner. Owner has no obligation to accept the requested ECM Modifications.

All ECM Modifications approved by Owner under this Section shall become part of the ECMs described in Schedule A and shall become the property of Owner. Unless specifically provided in a Contract Amendment or Change Order, no ECM Modification shall relieve or diminish ESP's obligation to achieve the Guaranteed Savings specified in Schedule B. This Section shall not affect the limitation of Owner's payment obligations in Section 7.4.

### 3.6 ECM Malfunction

During the term of this Agreement, Owner shall use its best efforts to notify ESP or its designee within three (3) business days after Owner receives actual knowledge of the occurrence of a material malfunction in the operation of the ECMs or any pre-existing energy-related equipment, but only if Owner reasonably believes that such malfunction may lead to a Material Change. Such a material malfunction in the operation of an ECM shall not be deemed a Material Change unless such malfunction is caused by Owner's failure to maintain such ECM in accordance with this Agreement, in which case Section 12.4(h) may apply solely to the extent such malfunction is caused by Owner. Except to the extent Section 12.4(h) applies, Owner shall have no obligation to modify the Baseline to account for any material malfunction in the operation of an ECM.

### 3.7 Supervision

ESP shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from ESP to the contrary, the superintendent shall be deemed ESP's authorized representative at the site and shall be authorized to receive and accept any and all communications from Owner.

Key supervisory personnel assigned by ESP to this Project are as follows:

<u>Name</u>	<u>Function</u>	<u>Email and Mobile Phone Number</u>

So long as the individuals named above remain actively employed or retained by ESP, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, ESP shall be bound by the provisions of this Section 3.7 as though such individuals had been listed above.

### 3.8 Restoring and Cleaning the Site and the Project

On a daily basis, ESP shall keep the Premises clean so as not to interfere with the operations of Owner. Upon Final Completion of the Work, ESP shall thoroughly clean the Premises and the Project and remove all waste, together with all of ESP's property therefrom.

ESP shall ensure that all Work does not damage the existing conditions of the Premises. If ESP causes any damage to such existing conditions, ESP shall be responsible to repair and restore such conditions to their original condition, unless otherwise provided in a Change Order or Contract Amendment.

### **3.9 Means, Methods, Techniques, Sequences, Procedures and Safety**

As long as ESP complies with the Contract Documents, ESP is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents.

### **3.10 Indemnity**

To the fullest extent permitted by law, ESP shall indemnify, defend and hold harmless Owner (and each officer, employee, and agent thereof) from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, directly arising out of (a) any default by ESP under this Agreement, (b) any personal or bodily injury, including death, to any person and destruction of property resulting from the negligent performance (or failure of performance) or willful misconduct by ESP of its obligations in accordance with the provisions of this Agreement, (c) any claim for patent infringement, unpaid royalties and license fees, or other violations of third party intellectual property rights in connection with the Work, or (d) any violation of Applicable Law in connection with the Work. The foregoing indemnification shall not extend to those claims, losses, damages, liabilities, costs or expenses asserted against or suffered by Owner which are due to the acts or omissions of Owner or its employees or agents or of architects, engineers or ESP retained by Owner or to any action taken by Owner in violation of the provisions of this Agreement. If claims are asserted against any person or entity indemnified under this Section 3.10 by an employee of ESP, a subcontractor, any one directly or indirectly employed by them or anyone, the indemnification obligation under this Section 3.10 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for ESP or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4. OPERATING, MAINTENANCE, MONITORING, TRAINING, AND RELATED TASKS**

### **4.1 ESP's Operation, Maintenance, Monitoring, and Related Tasks**

ESP shall be responsible for providing the operation, maintenance, monitoring, repairs, replacements, and adjustments to the ECMs as set forth in Schedule F, which shall require maintenance, monitoring, repairs, replacements, and adjustments to be performed during Contract Time for Work and Contract Time for Verified Savings.

ESP acknowledges that its obligation to identify all tasks and costs associated with operation, maintenance, monitoring, repairs, replacements, and adjustments of ECMs is of paramount importance. In addition to those tasks set forth in Schedule F, if any task related to operation, maintenance, monitoring, repairs, replacements, and adjustments required for any ECM was not identified by ESP and allocated to ESP in Schedule F, or Owner in Schedule G, before execution of this Agreement, then ESP shall perform such task without additional fees or increase in compensation. ESP's failure to identify such tasks before execution of this Agreement shall result in a waiver by ESP of any right to assert that failure to perform such tasks resulted in a Material Change.

In its sole and complete discretion, however, Owner may negotiate and agree to pay ESP to perform any tasks identified in this Section that were not allocated to ESP in Schedule F, or Owner in Schedule G, before execution of this Agreement. Owner's election to make such payments shall not result in (i) an obligation to make payments for such tasks in the future or any other tasks at any time, or (ii) a waiver of Owner's rights, and ESP's obligations, under this Section. Further, ESP shall not assert Owner's election to make such payments as a basis to claim that the failure to perform such tasks resulted in a Material Change.

All replacements of, and alterations or additions to, the ECMs shall become part of the ECMs and shall become the property of Owner. Any replacements of and alterations or additions made by ESP to Owner's pre-existing equipment, or equipment acquired by Owner, shall become part of said equipment and be owned by Owner. All costs associated with the performance of this Section 4.1, including but not limited to all services, labor, equipment, materials, and parts, shall be included in the ECM Continuing Services Payments pursuant to Schedule C-2 hereof.

#### **4.2 Owner's Operation, Maintenance, Monitoring, and Related Tasks**

Owner shall be responsible for providing operation, maintenance, monitoring, repairs, replacements, and adjustments to the ECMs as set forth in Schedule G. If Owner moves, modifies, removes, adjusts, alters, or changes the ECMs, or any part thereof, during the Contract Time For Guaranteed Savings, and if such modification results in a Material Change, then the provisions of Sections 12.4, 12.5, and 12.6 shall apply. Such provisions shall not apply, however, if Owner makes any such modification with prior written direction or approval from ESP, which shall not be unreasonably withheld, or if Owner makes such modification in the event of an occurrence reasonably deemed by Owner to constitute a bona fide emergency.

ESP shall provide any information, analysis, and guidance requested by Owner to assist Owner in fulfilling its obligations under Schedule G. Owner shall be permitted to rely on such information, analysis, and guidance. ESP waives any right to assert Owner's failure to comply with this Section to the extent such failure is caused, in whole or in part, by Owner's reliance on such information, analysis, and guidance.

Unless ESP is responsible for such tasks, Owner shall use its best efforts to maintain the Premises in good repair and to protect and preserve the ECMs in good repair and condition in accordance with the manufacturers' recommendations that are provided to Owner by ESP and to maintain the operating conditions of all mechanical systems and energy related systems located at the Premises. ESP shall notify Owner in writing of any improper operation, maintenance, monitoring, repairs, replacements, and adjustments as soon as ESP has knowledge of same.

#### **4.3 Training by ESP**

ESP shall conduct the training program described in Schedule I hereto.

#### **4.4 Owner's Right to Self-Perform**

Owner may elect to self-perform, or hire a third party to perform, any or all ECM Continuing Services, except the performance of the Annual Review, as long as such services are performed in

conformance with the requirements of Schedule F. Owner shall provide sixty (60) days' advance written notice to ESP of its election. ESP shall cease performing such services upon the date set forth therein.

Upon the effective date of the election provided by this Section, Owner's obligations to pay ECM Continuing Services Payments associated with such services shall cease. In determining the amount of ECM Continuing Services Payments associated with such discontinued services, Owner may rely on any documentation provided by ESP, including but not limited to Schedule C-2 and documents provided in connection with the Audit, in determining the ECM Continuing Services Payments associated with the discontinued services.

An election under this Section is not, and shall not be deemed, a termination, breach, or default of this Agreement. Nothing in this Section shall affect Owner's right to hire a third party to perform the Annual Review in accordance with Section 10.3. Except as provided in this Section, ESP's obligations hereunder shall continue and this Agreement shall remain in full force and effect.

## **ARTICLE 5. ANNUAL ENERGY SAVINGS GUARANTY**

### **5.1 Annual Energy Savings Guaranty**

ESP guarantees that the Verified Savings will equal or exceed the Guaranteed Savings each fiscal year during the Contract Time for Verified Savings. In addition, ESP guarantees that the total dollar value of Verified Savings, established as provided in Schedule M, will equal or exceed the sum of all ECM Installation Payments and ECM Continuing Services Payments, as amended by Change Orders or Contract Amendments (if any).

ESP shall furnish to Owner a payment and performance bond in accordance with Article 6 for the Guaranteed Savings for the Contract Time for Verified Savings.

### **5.2 Annual Review and Guaranty Payment**

Within \_\_\_\_\_ business days following the close of each fiscal year during the Contract Time for Verified Savings, ESP shall (1) perform an Annual Review of the Verified Savings in accordance with the methods and procedures in Schedule M, and (2) provide a written report of the Annual Review to Owner. If Verified Savings do not equal or exceed the Guaranteed Savings for such fiscal year, then in accordance with ESP's guaranty obligations of Section 5.1, ESP will pay Owner the difference between (i) the Guaranteed Savings and (ii) the Verified Savings, upon converting such amounts to dollar values in accordance with Schedule M. Such payment shall be made to Owner no later than the date that the written report of the Annual Review is due.

Owner may dispute the findings of the Annual Review and the amount due Owner under this Section at any time. Owner's receipt and deposit of any payment due under this Section shall not affect Owner's right to dispute the findings of the Annual Review or the amount due Owner under this Section.

Any excess of Verified Savings over Guaranteed Savings in a fiscal year shall not be used to offset deficiencies of Verified Savings in comparison to Guaranteed Savings in other fiscal years.

## **ARTICLE 6. BONDS AND INSURANCE**

ESP shall comply with the bonding and insurance requirements set forth on Schedule O.

## **ARTICLE 7. PAYMENT OBLIGATIONS**

### **7.1 Owner's Payment Obligations**

Payments to ESP shall only include (1) ECM Installation Payments and (2) ECM Continuing Services Payments. Except as provided in this Article 7, payments shall be made in the amount and at the time set forth in Schedules C-1 and C-2. ECM Installation Payments and ECM Continuing Services Payments shall each be a fixed sum and shall include all costs and fees to be paid by Owner for all Work, services, and benefits provided by ESP pursuant to, or in any way related to, this Agreement. ESP shall complete and submit to Owner with all pay applications a schedule of values in conformance with Exhibit IV (Form of Schedule of Values).

In the event that Owner makes an election under Section 4.4 (Owner's Right to Self-Perform), Owner's payment obligations for ECM Continuing Services Payments shall be adjusted as set forth in Section 4.4.

### **7.2 Withholding ECM Installation Payments**

Owner may decline to make ECM Installation Payments to ESP, and may demand the return of some or all ECM Installation Payments previously paid to ESP, because of:

- (a) the failure of ESP to achieve sufficient Verified Savings to equal or exceed the total amount payable in each fiscal year after Acceptance of the Work;
- (b) amounts due to Owner under the Annual Energy Savings Guaranty in Article 5;
- (c) defective Work not remedied by ESP nor, in the opinion of Owner, likely to be remedied by ESP;
- (d) claims of third parties against Owner or Owner's property;
- (e) failure by ESP to pay subcontractors or others in a prompt and proper fashion;
- (f) evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the ECM Installation Payments;
- (g) evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
- (h) persistent failure to carry out the Work in accordance with the Contract Documents;
- (i) damage to Owner or a third party to whom Owner is, or may be, liable; or
- (j) the occurrence of an Event of Default.

In the event that Owner makes written demand upon ESP for amounts previously paid by Owner as provided by this Section 7.2, ESP shall comply with such demand within \_\_\_\_\_ business days.

### **7.3 Withholding ECM Continuing Services Payments**

Owner may decline to make ECM Continuing Services Payments, and may demand the return of some or all ECM Continuing Services Payments previously paid to ESP, because of:

- (a) the failure of ESP to achieve sufficient Verified Savings to equal or exceed the amount payable in each fiscal year after Acceptance of the Work;
- (b) amounts due to Owner under the Annual Energy Savings Guaranty in Article 5;
- (c) defective Work not remedied by ESP nor, in the opinion of Owner, likely to be remedied by ESP;
- (d) claims of third parties against Owner or Owner's property;
- (e) failure by ESP to pay subcontractors or others in a prompt and proper fashion;
- (f) evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the ECM Installation Payments;
- (g) evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
- (h) persistent failure to carry out the Work in accordance with the Contract Documents;
- (i) damage to Owner or a third party to whom Owner is, or may be, liable; or
- (j) the occurrence of an Event of Default.

In the event that Owner makes written demand upon ESP for amounts previously paid by Owner as provided by this Section 7.3, ESP shall comply with such demand within \_\_\_\_\_ business days.

### **7.4 Limitations of Owner's Payment Obligations**

Owner's payment obligations are additionally subject to all restrictions and limitations imposed by law and Article 15.

## **ARTICLE 8. CONTRACT DOCUMENTS**

### **8.1 Contract Documents**

The Contract Documents consist of the following:

- (a) this Agreement and, to the extent consistent with this Agreement, the schedules attached hereto and identified in Section 8.2;

- (b) written Change Orders or Contract Amendments that have been executed in accordance with Article 9;
- (c) drawings and specifications provided by ESP or on ESP's behalf, but only if approved in writing by Owner and only to the extent such documents are consistent with this Agreement; and
- (d) the following documents:


Documents not listed in this Section 8.1 are not Contract Documents and do not form part of this Agreement.

**8.2 Schedules and Exhibits**

The following schedules, to the extent not inconsistent with this Agreement, are incorporated into this Agreement.

Schedule A	Energy Conservation Measures and Other Work
Schedule B	Guaranteed Savings
Schedule C-1	ECM Installation Payments
Schedule C-2	ECM Continuing Services Payments
Schedule D	Premises
Schedule E	Calculation of Baseline
Schedule F	ESP Maintenance Responsibilities
Schedule G	Owner Maintenance Responsibilities
Schedule H	Operating Parameters for ECMs/Standards of Comfort & Service

Schedule I	ESP Training Responsibilities
Schedule J	Project Installation Schedule
Schedule K	Current and Known Future Capital Projects at the Premises
Schedule L	Pre-Installation Equipment Inventory
Schedule M	Methods of Savings Measurement and Verification
Schedule N	Systems Startup and Commissioning of ECMs
Schedule O	Insurance and Bonds / Savings Guarantee Security
Schedule P	Warranties
Schedule Q	Proposed Project Cost Form; Form of Implementation Cost by Energy Conservation Measure; Form of First Year Estimated Annual Cost Savings by ECM
Schedule R	GEFA Annual Reporting Requirements

The following Exhibits shall be used as provided in this Agreement.

Exhibit I	Performance Bond/Construction Bond
Exhibit II	Certification of Acceptance
Exhibit III	Equipment Warranties
Exhibit IV	Schedule of Values
Exhibit V	Authorizing Legislation

### 8.3 Entire Agreement

This Agreement, together with the other Contract Documents, constitutes the entire and exclusive agreement between Owner and ESP with reference to the Project. Specifically, but without limitation, this Agreement supersedes the Audit, the Audit Agreement, any bid documents, ESP's Proposal and related documents, and all prior written or oral communications, representations and negotiations, if any, between Owner and ESP. Notwithstanding the preceding sentence, Owner's rights arising from the Audit Agreement shall not be affected by this Section.

#### **8.4 No Privity with Others**

Except as provided in Section 8.5, nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between Owner and any person or entity other than ESP.

#### **8.5 Successors and Assigns**

Owner and ESP bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Agreement. Owner may assign this Agreement, and any and all rights and obligations hereunder, but shall provide notice to ESP before such assignment. ESP shall not assign this Agreement without written consent of Owner. Any attempted assignment without the consent of Owner shall be void and of no force or effect.

#### **8.6 Ownership of Contract Documents**

The Contract Documents, and each of them, shall remain the property of Owner. ESP shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall ESP use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

#### **8.7 Ownership of Certain Property Rights**

Owner shall acquire no ownership interest in any software, formulas, patterns, devices, secret inventions or processes, or copyright, patents, and other intellectual and proprietary rights or similar items of property which are or may become used in connection with the ECMs. ESP shall grant to Owner a perpetual, irrevocable royalty-free license of any and all software or other intellectual property rights necessary for Owner to continue to own, operate, maintain, and repair the ECMs in a manner that will maximize Verified Savings beyond the expiration of this Agreement. ESP shall indemnify and hold harmless Owner for any claims by third persons arising from Owner's use of such software or other intellectual property. This indemnity obligation does not extend to claims arising solely as a result of Owner's addition to, or modification of, the ECMs or such software or other intellectual property, except where (i) ESP recommended the addition or modification, (ii) such addition or modification was incorporated into a Contract Amendment or Change Order, (iii) the addition or modification is contained in design documents or ECM Submittals provided to Owner, or (iv) ESP has knowledge of such addition or modification but fails to inform Owner that such addition or modification violates or may violate a third party's intellectual property rights.

#### **8.8 Intent and Interpretation**

**8.8.1** The parties intend that this Agreement shall comply with the all applicable laws and regulations, including but not limited to the Act, and any applicable rules, regulations, and policies prescribed by the director of the Georgia Environmental Finance Authority, in effect as of the date of execution of this Agreement. ESP shall comply with, and shall contractually require its subcontractors and suppliers to comply with, all applicable requirements under

O.C.G.A. § 13-10-91 (registration and participation in the Federal Work Authorization Program, as such term is defined in O.C.G.A. § 13-10-90).

**8.8.2** The intent of this Agreement is to require complete, correct, and timely execution of the Work and realization of the Guaranteed Savings. Any Work that may be required or implied by, or inferred from, the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by ESP for the sum of ECM Installation Payments and ECM Continuing Services Payments.

**8.8.3** This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.

**8.8.4** When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally-accepted meaning in the construction industry; and third, if there is no generally-accepted meaning in the construction industry, according to its common and customary usage.

**8.8.5** The words “include,” “includes,” or “including,” as used in this Agreement, shall be deemed to be followed by the phrase, “without limitation.”

**8.8.6** The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

**8.8.7** Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

**8.8.8** ESP shall have a continuing duty to read, carefully study, and compare each of the Contract Documents and any documents provided by Owner and shall give written notice to Owner of any inconsistency, ambiguity, error, or omission which ESP may discover with respect to such documents before proceeding with the affected Work. The issuance or the express or implied approval by Owner of such documents shall not relieve ESP of the continuing duties imposed hereby, nor shall any such approval be evidence of ESP's compliance with the Contract Documents. If Owner provides, directly or indirectly, documents for the Project, including any drawings or specifications, OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO ESP CONCERNING SUCH DOCUMENTS. By the execution hereof, ESP acknowledges and represents that it has received, reviewed and carefully examined such Owner-provided documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that ESP has not, does not, and will not rely upon any representations or warranties by Owner concerning such documents because Owner has made no such representations or warranties.

**8.8.9** In the event that ESP fails to properly prepare or review the Contract Documents or commences the Work without properly preparing or reviewing such documents, ESP shall remove all Work resulting from the conflict or portion thereof, and reinstall it as directed at no additional cost to Owner.

**8.8.10** Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, or other categories, nor the organization or arrangement of the Design and Drawings, shall control ESP in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors.

## **8.9 Hierarchy of Contract Documents**

In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the large-scale drawings shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; and (d) as between this Agreement and the drawings and specifications, the requirements of this Agreement shall govern. Notwithstanding such hierarchy, the highest and most stringent standard will apply. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to Owner in writing by ESP.

## **8.10 Governing Law**

This Agreement shall be governed by the laws of the State of Georgia. ESP hereby consents to personal jurisdiction and venue of any dispute, action, or suit in the Superior Court of Fulton County, Georgia, which Court shall have exclusive jurisdiction of same.

# **ARTICLE 9. CHANGE ORDERS AND CONTRACT AMENDMENTS**

## **9.1 Changes Permitted**

ESP acknowledges that this Agreement and any changes to it by amendment, modification, Change Order or other similar document may have required or may require the legislative authorization of the Owner's City Council and approval of the Mayor. ESP is deemed to possess knowledge concerning the Owner's ability to assume contractual obligations and the consequences of ESP's provision of goods or services to the Owner under an unauthorized contract, amendment, modification, Change Order or other similar document, including the possibility that the ESP may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ESP agrees that if it provides goods or services to the Owner under a contract that has not received proper legislative authorization or if ESP provides goods or services to the Owner in excess of the any contractually authorized goods or services, as required by the Owner's City Charter and Code of Ordinances, the Owner may withhold payment for any unauthorized goods or services provided by ESP. ESP assumes all risk of non-payment for the provision of any unauthorized goods or services to the Owner, and it waives and releases all claims to payment or to other remedies for the provision of any unauthorized goods or services to the Owner, however characterized, including, without limitation, all remedies at law or equity.

## 9.2 Changes in ECM Installation Price and Baseline Adjustments

**9.2.1** Any change in ECM Installation Payments and Baseline adjustments resulting from a Change Order shall be determined as follows: (a) by mutual agreement between Owner and ESP as evidenced by (1) the change in ECM Installation Payments and adjustments to the Baseline being set forth in the Change Order, together with any conditions or requirements related thereto, and (2) ESP's execution of the Change Order, or (b) if no mutual agreement occurs between Owner and ESP, then, as provided in Section 9.2.2 and Section 9.2.3 below.

**9.2.2** If no mutual agreement occurs between Owner and ESP as provided in Section 9.2.1 above, then the change in ECM Installation Payments, if any, shall then be determined on the basis of the reasonable expenditures or savings arising from performing, deleting, or revising the Work attributable to the change, including, in the case of an increase or decrease in ECM Installation Payments, a reasonable allowance for direct job site overhead and profit in the total amount of \_\_\_\_%. In such case, ESP shall present, in such form and with such content as Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. The reasonable direct costs allowed hereunder shall solely include direct job costs and shall not include consequential damages of any kind or nature, nor any home office overhead (except to the extent included in the mark-up specifically provided hereinabove), loss of profit, loss of efficiency or productivity, loss of bonding capacity, loss of use of capital, or similar items of alleged cost, loss, damage, or expense.

**9.2.3** If no mutual agreement occurs between Owner and ESP as provided in Section 9.2.1 above, then the adjustment to the Baseline, if any, arising solely from such change shall then be determined by a competent third party that is acceptable to both Owner and ESP. If Owner and ESP are unable to mutually agree on the third party identified in this Section, ESP shall, within five (5) days of Owner's request, provide Owner with a list of at least five (5) third parties that are independent of ESP and all of its affiliates, and who are qualified to determine the appropriate effect of the change on the Baseline. Owner may select a third party from such list. If Owner does not select a third party from such list, then Owner and ESP shall each, within five (5) days of Owner's request, select one independent third party who will collectively select another independent third party to make the determination. If ESP fails to provide the list of independent third parties, or fails to make a selection of its independent third party as provided in this Section, Owner shall, in its sole discretion, have the right to select the third party to make the determination. The findings of the third party selected pursuant to this Section regarding the Baseline adjustment, if any, shall be conclusive.

**9.2.4** Any change in ECM Installation Payments shall be subject to the limitations set forth in Article 7.

## 9.3 Contract Amendments

Except as provided by Change Order in accordance with this Article, this Agreement may be modified only by a Contract Amendment.

#### **9.4 Effect of Executed Change Order or Contract Amendment**

This Agreement, the ECM Installation Payments and ECM Continuing Services Payments, and the Project Installation Schedule may be changed only by Change Order or by Contract Amendment as provided in this Article 9. The execution of a Change Order or Contract Amendment by ESP shall constitute conclusive evidence of ESP's agreement to the changes in the Work, this Agreement as thus amended, the ECM Installation Payments or ECM Continuing Services Payments, and the Project Installation Schedule, as applicable. ESP, by executing the Change Order or Contract Amendment, waives and forever releases any claim against Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order or Contract Amendment.

Notwithstanding any other provision herein to the contrary, Owner's payment obligations under this Agreement shall be limited as provided in Section 7.4.

### **ARTICLE 10. PROJECT INSTALLATION SCHEDULE, CONTRACT TIME FOR WORK, TERMINATION, AND EVENTS OF DEFAULT**

#### **10.1 Project Installation Schedule; Contract Time for Work**

**10.1.1** ESP shall perform all Work in accordance with the Project Installation Schedule. ESP shall commence the Work INSERT DATE OR "NOTICE TO PROCEED ISSUED BY OWNER" and shall achieve Substantial Completion of the Work no later than TIME PERIOD OR DATE CERTAIN and shall achieve Final Completion no later than TIME PERIOD OR DATE CERTAIN.

**10.1.2** ESP shall pay Owner the sum of \$ \_\_\_\_\_ per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by ESP shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due ESP an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when ESP overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to ESP those funds withheld, but no longer applicable, as liquidated damages.

**10.1.3** ESP shall pay Owner the sum of \$ \_\_\_\_\_ per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by ESP shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due ESP an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays.

If and when ESP overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to ESP those funds withheld, but no longer applicable, as liquidated damages.

**10.1.4** All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

## **10.2** Contract Termination

### **10.2.1** Termination by Owner for Cause

Owner may terminate this Agreement if ESP refuses or fails to (a) remediate any Event of Default in accordance with, and within the time specified in, this Article, (b) cause the Work to be prosecuted in a timely manner, (c) cause defective or nonconforming Work to be timely corrected, (d) make prompt payment to subcontractors or suppliers, (e) obey laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (f) properly perform any other material obligation it has under any of the Contract Documents. Owner may terminate this Agreement for any reason permitted by Georgia law, including but not limited to the Act. Termination under this Section shall be by written notice to ESP and shall be without prejudice to any other right or remedy of Owner. ESP's obligations under this Agreement shall continue as provided in Section 10.3.

Owner may take possession of the site and of all the Work and materials thereon and may finish the Project by whatever methods it deems expedient. Nothing herein shall require Owner to complete the Work. In the event of a termination under this Section, ESP hereby assigns to Owner all outstanding subcontracts and purchase orders, such assignment to be effective after termination of this Agreement and Owner's written acceptance of said assignment. In the event of a termination under this Section, ESP shall not be entitled to receive any payment on amounts otherwise due under this Agreement until the Work on the Project is finally complete. Owner shall be entitled to offset any amount due ESP by all damages, losses, cost, and expense incurred to complete the Work. If the reasonable cost to complete the Work exceeds the unused balance of the ECM Installation Payments, Owner shall be entitled to a return of such amount from ESP. ESP shall return such amount within \_\_\_\_\_ days upon Owner's request. The remedies specified herein are in addition to, and without prejudice to, other remedies available to Owner.

### **10.2.2** Termination by Owner for Convenience

Owner may, by written notice, and for any reason whatsoever, terminate this Agreement for convenience. ESP shall, unless Owner directs otherwise, terminate outstanding orders and subcontracts and other agreements relating to this Agreement and settle the liabilities and claims arising out of the termination of such orders, subcontracts, and agreements. ESP shall transfer, assign, and deliver title to Owner of all completed or partially completed work, materials, fixtures, equipment to be incorporated in the Work, and rights arising from subcontracts and agreements that ESP has in connection with the terminated Work.

#### **10.2.2.1** During Contract Time for Work

If, at any time during the Contract Time for Work, Owner terminates this Agreement under Section 10.2.2, then ESP shall be paid its actual direct costs in the performance of the Work, including a

reasonable allowance for direct job site overhead and profit in the total amount of \_\_\_\_\_ %. As a condition precedent to recovery under this Section, ESP shall submit to Owner within \_\_\_\_\_ days after receipt of the termination notice or the effective date specified therein, in such form and with such content as Owner requires, an itemized accounting of such expenditures, plus all supporting data. ESP shall ensure that the accounting incorporates any and all available discounts and reimbursements received from suppliers, subcontractors, and others. ESP's recovery shall not include any costs that ESP could have avoided but for (i) ESP's failure to timely and adequately cancel orders and terminate subcontracts and agreements, (ii) ESP's failure to perform or properly perform any obligation under this Agreement, or (iii) ESP's procurement or installation of defective, deficient, or non-conforming Work, including but not limited to ECMs.

The direct costs allowed hereunder shall solely include direct job costs incurred in the proper performance of Work that complies with the Contract Documents. Such costs are limited to the following:

- (a) direct jobsite costs for labor, equipment, and materials supplied in connection with Work, but only if such Work has been properly completed and supplied in accordance with the Contract Documents;
- (b) cancellation fees for materials or equipment to be supplied for conforming Work, but only if such fees arise from written agreements, including change orders, that preexisted the termination notice;
- (c) permit and engineering fees, and premiums for bonds required by the Contract Documents, but only to the extent such amounts are allocable to Work performed properly;
- (d) except as otherwise provided in this Section, general conditions costs associated with Work properly performed that are contemporaneously documented at the time such costs are incurred; and
- (e) in Owner's sole discretion, other direct costs incurred in the proper performance of Work, but only if such costs are contemporaneously documented at the time such costs are incurred.

Direct costs allowed hereunder shall not include consequential damages of any kind or nature, any home office overhead or loss of profit (except to the extent included in the mark-up specifically provided hereinabove), anticipated profit, loss of efficiency or productivity, loss of bonding capacity, loss of use of capital, or similar items of cost, loss, damage, or expense.

Notwithstanding anything to the contrary in this Section, ESP shall not be entitled to an amount in excess of the lesser of: (i) the portion of the ECM Installation Payments that equals the percentage of ECM Installation Work completed on the date such termination becomes effective, or (ii) total ECM Installation Payments reduced by the amount of payments previously made. ESP shall not be entitled to any duplication of payment. Owner's right to withhold or demand the return of any or all payments, as set forth in Sections 7.2 and 7.3, made before or after termination shall not be affected by termination. The remedies provided in this Section are without prejudice to other remedies available to Owner hereunder or otherwise available at law, including but not limited to the right to setoff and recoupment arising from any and all damages, losses, and expenses incurred by Owner.

Acceptance of payment by ESP pursuant to this Section shall constitute a waiver of all claims by ESP against Owner under, arising from, or related to this Agreement, and shall be ESP's exclusive remedy in connection with this Agreement.

#### **10.2.2.2** During Contract Time for Verified Savings

If, at any time during the Contract Time for Verified Savings, Owner terminates this Agreement under Section 10.2.2, ESP shall be paid, on a pro rata basis, the ECM Continuing Services Payments for such fiscal year up to and including the date such termination becomes effective. The total sum to be paid ESP under this Section shall not exceed the total ECM Continuing Services Payments for such fiscal year, and shall in no event include duplication of payment, or anticipated profit or consequential damages of any kind or nature. Owner's right to withhold or demand the return of any or all payments, as set forth in Sections 7.2 and 7.3, made before or after termination shall not be affected by termination.

#### **10.2.3** Termination by ESP

If Owner shall persistently or repeatedly fail to remediate any Event of Default for a period of sixty (60) days after receiving written notice from ESP of its intent to terminate hereunder, ESP may, by written notice to Owner, terminate this Agreement. ESP's recovery shall be limited as provided in Article 14.

### **10.3** Survival of Obligations

Notwithstanding anything to the contrary in this Agreement, all obligations arising under the Annual Energy Savings Guaranty under Article 5 shall survive termination of this Agreement under any section and in any circumstance, except a termination under Section 10.2.2. ESP's obligations to correct defective, deficient, and non-conforming work shall survive any termination of this Agreement. No termination of this Agreement shall adversely affect Owner's rights under the performance and payment bonds provided by ESP.

Within \_\_\_\_\_ days after termination, except a termination pursuant to Section 10.2.2, Owner shall hire a third party that is acceptable to ESP, which acceptance shall not be unreasonably withheld, to perform the Annual Review in accordance with Section 5.2. If Owner and ESP are unable to mutually agree on the third party, ESP shall, within five (5) days of Owner's request, provide Owner with a list of at least five (5) third parties that are independent of ESP and all of its affiliates, and who are qualified to perform the Annual Review. Owner may select a third party from such list. If Owner does not select a third party from ESP's list, then Owner and ESP shall each, within five (5) days of Owner's request, select one independent third party who will, within ten (10) days of their selection by Owner and ESP, collectively select another independent third party to perform the Annual Review. If ESP fails to provide the list of independent third parties, or fails to make a selection of its independent third party as provided in this Section, Owner shall have the right to select the third party to perform the Annual Review in its sole discretion. The findings of the Annual Review performed by the third party selected pursuant to this Section shall be conclusive for purposes of this Agreement.

#### **10.4 Events of Default by Owner**

Each of the following events or conditions shall constitute an "Event of Default" by Owner:

- (a) Except as otherwise provided by this Agreement, any failure to make payments to ESP in accordance with the provisions of Schedules C-1 or C-2, as amended in accordance with this Agreement, more than thirty (30) days after written notification by ESP that Owner is delinquent in making such payment, provided that ESP is not in default in its performance under the terms of this Agreement. The notice provided in this paragraph shall be a condition precedent to the occurrence of an Event of Default by Owner; or
- (b) Any other material failure by Owner to perform or comply with the terms and conditions of this Agreement, including breach of any material covenant contained herein, unless such failure is corrected or cured within thirty (30) days after written notice to Owner demanding that such failure to perform be cured, in which case no Event of Default shall be deemed to occur for all purposes under this Agreement. The notice provided in this paragraph shall be a condition precedent to the occurrence of an Event of Default by Owner.

#### **10.5 Events of Default by ESP**

Each of the following events or conditions shall constitute an "Event of Default" by ESP:

- (a) ESP's failure to perform the Work, including furnishing and installing ECMs, in accordance with the provisions of this Agreement and within the time specified by this Agreement;
- (b) Failure by ESP to pay any amount owing to Owner due to ESP's failure to achieve the Guaranteed Savings throughout the Contract Time for Verified Savings or to perform any other obligation under the Annual Energy Savings Guaranty in Article 5;
- (c) The standards of comfort and service set forth in Schedule H are not provided due to failure of ESP to properly design, install, maintain, repair or adjust the ECMs, except that such failure shall be deemed cured if corrected or cured within \_\_\_\_\_ days after written notice to ESP demanding that such failure be cured;
- (d) Failure of ESP to perform its obligations in accordance with the terms of this Agreement, including failure to provide sufficient personnel, equipment, or material to ensure the performance required and failure to meet the Project Installation Schedule provided for in Schedule J;
- (e) ESP's failure to promptly re-perform within a reasonable time Work or services that were rejected as defective or nonconforming.
- (f) The filing of any lien or encumbrance upon Owner's property or property located at the Premises by any subcontractor, laborer, materialman, or other creditor of ESP;
- (g) Any change in ownership or control of ESP without the prior approval of Owner, which shall not be unreasonably withheld;

- (h) Default under any other agreement ESP may presently have or may enter into with Owner during the term of this Agreement;
- (i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by ESP to Owner or a third party;
- (j) The filing of a bankruptcy petition whether by ESP or its creditors against ESP which proceeding shall not have been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of creditors or the liquidation or insolvency of ESP;
- (k) Any failure by ESP to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after notice to ESP demanding that such failure to perform be cured, shall be deemed cured for purpose of this Agreement; or
- (l) ESP's failure to purchase, maintain, and provide evidence of insurance coverage required under Section 6.2 herein.

#### **10.6 Remedies upon Default by ESP**

The occurrence of any Event of Default described in Section 10.5(g), (j), or (l) shall constitute an immediate default. Owner may declare ESP in default if any other Event of Default which ESP has not cured within the time specified herein, or if no time is specified, within thirty (30) calendar days after receipt of notice identifying such Event of Default. If a particular type of Event of Default occurs more than time(s), Owner shall have the option, in its sole discretion, to treat an additional Event of Default as an immediate default, irrespective of ESP's subsequent cure.

Written notification of the Event of Default, and Owner's termination of this Agreement, shall be provided to ESP, and such decisions shall be final and effective upon ESP's receipt of such notice. Upon the giving of such notice as provided herein, ESP must discontinue any services, unless otherwise directed in the notice, and deliver all documents and materials accumulated in the performance of this Agreement.

Upon any termination by Owner, Owner may invoke any or all of the following remedies, without limitation:

- (a) The right to take over and complete the Work, or any part thereof;
- (b) The right to immediately terminate this Agreement as to any or all of the Work or other services yet to be performed by ESP;
- (c) The right of specific performance, injunctive relief, or any other appropriate equitable remedy;
- (d) The right to money damages;
- (e) The right to withhold or recover all or any part of ESP's compensation hereunder;
- (f) Any other right or remedy provided by law or equity.

All of Owner's remedies are cumulative and without prejudice to any other remedy existing now or hereafter, at law, in equity or otherwise. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **10.7 Right to Offset and Recover**

Any damages or additional costs incurred by Owner arising from any Event of Default, termination of this Agreement, or otherwise resulting from ESP's breach or non-performance under this Agreement, including the exercise by Owner of any of the remedies available to it under Article 10, and any credits due to or overpayments made by Owner may be offset against any payment due ESP under this Agreement. If such amount is insufficient to cover such damages or excess costs, ESP shall be liable for and promptly remit to Owner the difference within \_\_\_\_\_ days of written demand therefor. This right to offset is in addition to and not a limitation of any other remedies available to Owner.

#### **10.8 Suspension**

Owner shall have the right at any time to direct ESP to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to \_\_\_\_\_ calendar days. If any such suspension is directed by Owner, ESP shall immediately comply with same.

In the event Owner directs a suspension of performance under this Section, through no fault of ESP and if no Event of Default has occurred, then Owner shall pay ESP as full compensation for such suspension ESP's reasonable costs, actually incurred and paid, of:

- (a) demobilization and remobilization, including such costs paid to subcontractors;
- (b) preserving and protecting work in place; and
- (c) storage of materials or equipment purchased for the Project, including insurance thereon.

## **ARTICLE 11. WARRANTIES**

### **11.1 ECM Warranties**

**11.1.1** ESP warrants that the ECMs are, and will continue to be, protected by written warranties covering all parts and equipment performance for the periods specified in Schedule P and Exhibit III. ESP shall deliver to Owner all such written warranties as a condition precedent to final ECM Installation Payment.

**11.1.2** ESP shall pursue all rights and remedies against the manufacturer and each prior seller of the ECMs under the warranties identified in this Section 11.1 in the event of equipment malfunction, improper or defective function, or defects in parts, workmanship, or performance ("ECM Warranty Events"). ESP shall be responsible for managing all warranty work and activities during the warranty periods set forth in Schedule P and Exhibit III. ESP shall notify Owner whenever an ECM Warranty Event occurs and when ESP exercises rights and remedies under the warranties. In its sole discretion, Owner shall have the right to pursue any warranty rights.

**11.1.3** ESP shall be liable to, and shall indemnify and hold harmless, Owner for all damage, loss, or claims by any person arising out of the ECMs which would have been recoverable or compensable under the ECM warranties provided by third parties but for ESP's failure to exercise such warranty rights on behalf of Owner. Without limitation, this Section shall apply to damage, loss, or claims arising out of the use or operation of the ECMs, damage to the ECMs and their performance, and damage to other property and equipment of Owner or the Premises.

**11.1.4** All warranties, including but not limited to manufacturers' warranties, shall be transferable and extend to Owner. The warranties shall specify that only new, and not reconditioned, parts may be used and installed when repair is necessary. ESP warrants that all workmanship, materials, and equipment used in conjunction with the warranty work will be in conformance with the Contract Documents and free from defects.

### **11.2 Warranty of the Work**

**11.2.1** ESP warrants that the Work designed, procured, constructed, fabricated, and installed pursuant to this Agreement, including but not limited to the ECMs, is new, in good and proper working condition, and will achieve the Guaranteed Savings. ESP warrants that all Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents.

**11.2.2** From the date of installation of each ECM and continuing for the warranty periods set forth in Schedule P and Exhibit III for each ECM, or for such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, ESP shall correct or replace all faulty, defective, or nonconforming Work (together with ECM Warranty Events, the "Warranty Events") as soon as possible, but no later than the time set forth in Section 11.4. ESP shall remove from the Premises all portions of

defective, deficient, and nonconforming Work, including other property damaged by such Work as soon as possible, but no later than the time set forth in Section 11.4.

### **11.3 Notification of Warranty Events**

Notification of Warranty Events to ESP under Section 11.1 and Section 11.2 shall be in writing, but may be given by telephone in the event of an emergency.

### **11.4 ESP's Responsibility for Warranty Work**

**11.4.1** ESP shall bear all damages, losses, and cost associated with remediating Warranty Events, including but not limited to the removing, replacing, and correcting Warranty Events and other property damaged thereby, and storing other property not damaged thereby. ESP shall indemnify and hold harmless Owner for any damages, losses, and cost incurred by Owner arising from the claims of third parties.

**11.4.2** ESP's obligation to achieve the Guaranteed Savings under Article 5 shall not be relieved or diminished as a result of any Warranty Event or warranty work.

**11.4.3** If ESP fails to remedy a Warranty Event as provided in this Article 11 within twenty-four (24) hours in the case of emergency conditions, or within fifteen (15) business days in all other cases, after ESP receives notice from Owner as provided in Section 11.3, then (a) Owner may remediate such Warranty Event and (b) ESP shall be liable to Owner for all damages, losses, and cost incurred by Owner associated with the remediation of the Warranty Event, including but not limited to claims by third persons, cost incurred to remove, replace, and repair the affected Work and other property damaged thereby, cost incurred to remove and store equipment and materials, and cost incurred to remove, store, and reinstall property not damaged thereby.

**11.4.4** Nothing contained in this Article 11 shall establish any period of limitation with respect to other obligations which ESP has under the Contract Documents. Owner's remedies under this Article 11 are in addition to, and without prejudice to, its remedies under other provisions in the Contract Documents.

## **ARTICLE 12. THE PREMISES**

### **12.1 Description of the Premises**

The Premises in which the Work will be performed under this Agreement are described in Schedule D, along with Owner's normal business hours.

### **12.2 Ownership of Existing Property**

The Premises and all equipment and materials existing at the Premises at the time of execution of this Agreement shall remain the property of Owner.

### **12.3 Location and Access**

Owner shall provide sufficient space at the Premises for the installation and operation of the ECMs, including access to office space with a telephone line, if necessary to allow ESP to perform all required ECM operation, maintenance, monitoring, repairs, replacements, and adjustments, and training services. Owner shall provide access to the Premises for ESP and its employees or subcontractors to install, inspect, operate, maintain, monitor, repair, replace, and adjust the ECMs in accordance with the terms of the Contract Documents during such reasonable hours as may be requested by ESP and acceptable to Owner. To avoid interference with Owner's operations, Owner may require ESP to perform Work during times other than normal business hours, and ESP agrees that it will not request and shall not be entitled to any additional compensation therefor. ESP's access to correct any emergency condition shall not be unreasonably restricted by Owner.

### **12.4 Material Changes**

Subject to the definition of Material Change as provided herein, actions by Owner that may constitute a Material Change subject to this Section 12.4 include, but are not limited to, the following:

- (a) Changes in the manner of use of the Premises by Owner; or
- (b) Changes in the hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- (c) Permanent changes in the comfort and service parameters set forth in Schedule H; or
- (d) Changes in the occupancy of the Premises; or
- (e) Changes in the structure of the Premises; or
- (f) Changes in the types and quantities of equipment used at the Premises; or
- (g) Modification, renovation or construction at the Premises; or
- (h) Owner's failure to maintain and repair the ECMs, unless ESP was responsible for such maintenance and repair, or unless ESP failed to identify and inform Owner in writing of such maintenance and repair before execution of this Agreement as required by the Audit Agreement; or
- (i) Any significant damage to the Premises or the ECMs caused by fire, flood, or other casualty or any condemnation affecting a significant portion of the Premises; or
- (j) The permanent or temporary closing of a building at the Premises; or
- (k) Any other substantially changed condition, other than weather, affecting energy use at the Premises.

## **12.5** Reported Material Changes; Notice by Owner.

Owner shall use its best efforts to deliver to ESP a written notice describing all actual or proposed Material Changes no less than thirty (30) days before any actual or proposed Material Change occurs. Owner shall use its best efforts to deliver to ESP a written notice describing Material Changes that result because of an emergency or other situation which precludes advance notification as soon as reasonably possible after Owner discovers that the Material Change occurred.

## **12.6** Reported Material Changes; Adjustments to Baseline

Any changes in energy usage which occur as the result of a Material Change reported in accordance with Section 12.5 shall be timely reviewed by ESP and Owner to determine what, if any, adjustments to the Baseline set forth in Schedule E are necessitated by such Material Change. Any adjustments made to the Baseline shall be in accordance with Industry Engineering Standards (as such term is defined in the Act). If the parties agree on an appropriate adjustment to the Baseline, such adjustment shall be reflected in a Change Order or Contract Amendment in accordance with Article 9.

If the parties are unable to agree on (1) whether a Material Change has occurred, (2) the appropriate variables to be accounted for as provided herein, or the proper adjustment arising from such variables, or (3) an acceptable adjustment to the Baseline resulting from a Material Change, then a mutually agreeable third party shall make such determinations in accordance with this Section. The Baseline shall be adjusted to reflect the adjustment, if any, determined by the third party.

If Owner and ESP are unable to mutually agree on a third party as provided in this Section, ESP shall provide, within five (5) days of Owner's request, a list of at least five (5) third parties that are independent from ESP and its affiliates, and who are qualified to make the determinations identified in this Section. Owner may select any third party from such list. If Owner does not select a third party from ESP's list, then Owner and ESP shall each, within five (5) days of Owner's request, select one independent third party who will collectively select another independent third party to make the determinations identified in this Section. If ESP fails to provide the list of independent third parties, or fails to make a selection of its independent third party as provided in this Section, within the time required by this Section, Owner shall have the right to select the third party to make the determinations identified in this Section in its sole discretion. The determinations identified in this Section of the third party selected pursuant to this Section shall be conclusive for purposes of this Agreement.

## **12.7** Unreported Material Changes

During the Contract Time for Verified Savings, and in the absence of any reported Material Change, if Verified Savings deviate more than \_\_\_\_\_ % during any fiscal year from Guaranteed Savings for such fiscal year, after adjustment for variables that are not, in whole or in part, within ESP's control, then ESP shall timely ascertain the cause of such deviation. ESP shall report its findings to Owner in a timely manner, but ESP shall not be entitled to an extension of time to complete the Annual Review and written report, and pay for any deficiency, as provided in Section 5.2, unless so provided in a Contract Amendment pursuant to Article 9.

If Owner agrees that the deviation was caused by a Material Change, then Owner and ESP shall determine what adjustments, if any, to the Baseline set forth in Schedule E are appropriate. Any mutually

agreeable adjustment to the Baseline shall be reflected in a Contract Amendment in accordance with Article 9. No adjustment to the Baseline shall be made for any fiscal year prior to the fiscal year before which an unreported Material Change is identified pursuant to this Section.

If the parties are unable to agree on (1) whether a Material Change has occurred, (2) the appropriate variables to be accounted for as provided herein, or the proper adjustment arising from such variables, or (3) an acceptable adjustment to the Baseline resulting from a Material Change, then a third party mutually agreeable to Owner and ESP shall make such determinations in accordance with this Section. If Owner and ESP are unable to mutually agree on a third party as provided in this Section, ESP shall provide, within five (5) days of Owner's request, a list of at least five (5) third parties that are independent from ESP and its affiliates, and who are qualified to make the determinations identified in this Section. Owner may select any third party from such list. If Owner does not select a third party from ESP's list, then Owner and ESP shall each, within five (5) days of Owner's request, select one independent third party who will collectively select another independent third party to make the determinations identified in this Section. If ESP fails to provide the list of independent third parties, or fails to make a selection of its independent third party as provided in this Section, within the time required by this Section, Owner shall have the right to select the third party to make the determinations identified in this Section in its sole discretion. The determinations identified in this Section of the third party selected pursuant to this Section shall be conclusive for purposes of this Agreement.

#### **12.8 Owner's Election Upon Material Changes**

If a Material Change results from Owner vacating, abandoning, or transferring an entire Premises or a substantially separate building at a Premises, and if Owner makes an election under this Section, then Verified Savings associated with the ECMs in such Premises or building for each future fiscal year remaining in the Contract Time for Verified Savings shall be equal to the average of Verified Savings realized from such ECMs during the previous full fiscal years (according to the Annual Reports) before the Material Change, even if one or more fiscal years of Verified Savings did not meet or exceed the Guaranteed Savings for such years. At Owner's sole election, this provision may apply to any other Material Change that substantially changes the use, occupancy, or ownership of the Premises or a substantially separate building at a Premises.

#### **12.9 Hazardous Materials**

ESP shall comply with all applicable laws, rules, and regulations concerning hazardous materials, including but not limited to (i) asbestos, material containing asbestos, or the existence, use, detection, removal, containment, or treatment thereof, and (ii) pollutants, hazardous wastes, and contaminants. Without limitation, ESP shall comply with the National Emission Standard for Hazardous Air Pollutants as promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act, and with the standards set forth in 40 C.F.R. § 61.145. ESP shall observe all notification procedures established by the United States and Georgia environmental protection agencies.

If ESP or any of its subcontractors encounter any hazardous material on the Premises that has not been previously identified in connection with the Audit, in connection with the ECMs, or otherwise, then ESP shall, before disturbing such hazardous material, immediately notify Owner of such hazardous material and the location thereof. Within \_\_\_\_\_ days after ESP discovers such hazardous material, ESP shall inform Owner whether the Work can be modified to avoid such hazardous material.

In its sole discretion, Owner may elect whether to proceed with or without the modification of the Work or suspend or terminate this Agreement in accordance with Article 10. If Owner elects to modify the Work, it will issue a Change Order in accordance with Article 9. If Owner elects to not modify the Work, ESP shall proceed at Owner's direction. If Owner suspends the Work to remove hazardous materials, the Contract Time for Work may be extended, without any additional compensation to ESP other than as provided in Section 10.8, for the amount of time required to remove the hazardous materials.

Notwithstanding any other provision herein, ESP shall not be entitled to additional compensation or time for modifications or changes to the Work, or suspension or termination of this Agreement, resulting from the existence of hazardous materials on the Premises or Owner's election under this Section, if ESP could have reasonably discovered or anticipated such hazardous materials in connection with the Audit, site observations, or otherwise.

## **ARTICLE 13. ACCEPTANCE**

### **13.1 Acceptance of the Work**

Acceptance of the Work shall occur no earlier than the date that all of the following conditions are satisfied:

- (a) Final Completion has occurred;
- (b) The ECMs identified in Schedule A are installed and operable for their intended purpose;
- (c) No Event of Default under Article 10 exists;
- (d) All warranties, as-built drawings, and similar close-out documents have been provided to Owner; and
- (e) Owner has executed a Certification of Acceptance as set forth in Exhibit II.

Acceptance of the Work shall not relieve ESP of any obligations hereunder, including but not limited to the obligations under the Annual Energy Savings Guaranty (as defined herein), ESP's reporting obligations, and obligations to correct defective, deficient, and non-conforming work; to maintain and monitor the ECMs; to measure and verify Verified Savings; and to perform the Annual Review.

### **13.2 Documents Provided With Notice of Final Completion**

ESP shall submit the following documents to Owner with its notice of Final Completion:

- (a) All Contract Documents;
- (b) As-built drawings depicting actual ECMs installed and the condition of work performed;
- (c) Documentation of commissioning, including any certificates required by Schedule N;
- (d) Certificates of inspection for all ECMs which require local government inspection;

- (e) Any other certificate or document required by law to be provided by ESP to Owner; and
- (f) Asbestos abatement compliance records, if applicable.

### **13.3 Ownership of Documents**

Owner shall retain or receive ownership of all documents related to the Project, including but not limited to the Contract Documents, drawings, specifications, reports, renderings, models, electronic media and all such other documents, and Owner shall have a license to use any copyrighted material contained in such documents.

## **ARTICLE 14. STATUTORY AND REGULATORY RULES**

### **14.1 Approval by the Owner**

This Agreement shall have no force and effect unless and until the Agreement is authorized by legislation adopted by the Owner, which is attached as Exhibit V. Such approval is a condition precedent to Owner's obligations under, and execution of, this Agreement.

### **14.2 Appropriation**

At the beginning of each fiscal year, the Owner's appropriations shall be encumbered for the estimated payments for multiyear guaranteed energy savings performance contract work to be performed in the appropriation fiscal year. Payment for multiyear guaranteed energy savings performance contract work performed pursuant to contract in any fiscal year other than the current fiscal year shall be subject to appropriations by the Owner's City Council. Multiyear guaranteed energy savings performance contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Owner, provided funds are available. Owner shall have the right to terminate without further obligation any multiyear guaranteed energy savings performance contract, provided that the cancellation is subject to the termination provisions of the multiyear guaranteed energy savings performance contract, if the Owner determines that adequate funds will not be available for all of the payment obligations of the Owner. The Owner's determination regarding the availability of funds for its obligations shall be conclusive and binding on all Parties to the Agreement. In the event of termination of the Agreement, the ESP shall be given a written notice of termination at least 60 days before completion of scheduled Work for which funds are available. In the event of termination, the ESP shall be paid for the work already performed in accordance with the Agreement specifications.

Nothing contained herein shall give ESP the right to recover when this Agreement is terminated for cause as provided in Section 10.2.1.

### **14.3 Benefits Inure to Owner**

Unless Owner provides written consent otherwise, all benefits provided by, or arising out of, the Work, including but not limited to Verified Savings, utility rebates, and credits, belong to and inure to the benefit of Owner. All savings or other benefits of ECMs that accrue before the Contract Time for Verified Savings shall inure to the benefit of Owner and ESP shall receive no compensation therefor.

#### **14.4 Owner's Limited Financial Obligation**

Owner's financial obligations under this Agreement are limited to and cannot exceed the Verified Savings, as calculated using the Method of Measurement and Verification, actually generated by the ECMs, even if no Verified Savings are realized from the ECMs. Owner is obligated only for those sums payable and appropriated for payment during each fiscal year.

#### **14.5 Notification to Owner's Utilities**

Upon execution of this Agreement, ESP shall provide written notification to Owner for Owner's transmittal to its utility providers. The notice shall include a description of all ECMs to be installed under this Agreement.

#### **14.6 Employment Authorization Program**

In accordance with the Georgia Security and Immigration Compliance Act, as amended, ESP shall register and participate in the federal work authorization program, or E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements. ESP and its subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. Section 13-10-91.

#### **14.7 Generation of Electricity; Compliance with Laws**

If an ECM results in the generation of electricity, ESP shall ensure that such generation complies with all applicable federal and state laws and regulations. Without limitation, ESP shall be responsible for compliance with the Georgia Territorial Electric Service Act, O.C.G.A. §§ 46-3-1 through 46-3-15; the High-Voltage Safety Act, O.C.G.A. §§ 46-3-30 through 46-3-40; and the Georgia Cogeneration and Distributed Generation Act of 2001, O.C.G.A. §§ 46-3-50 through 46-3-56; rules, regulations, and orders of the Georgia Public Service Commission, the Georgia Environmental Protection Division, the U.S. Environmental Protection Agency, the Federal Energy Regulatory Commission, and all other governmental bodies with jurisdiction over the generation of electricity by the ECM.

### **ARTICLE 15. ADDITIONAL TERMS AND CONDITIONS**

#### **15.1 Materials, Equipment and Supplies**

ESP shall provide or cause to be provided all materials, equipment, and supplies necessary to perform its obligations under this Agreement

#### **15.2 Owner Access to Records**

Owner shall have the right, throughout the term of this Agreement and for a minimum of 10 (ten) years following completion of the Agreement, to inspect, audit, and obtain copies of all books, records, and supporting documents created or obtained by, used by, or maintained by ESP in connection with, or in any way related to, this Agreement.

### **15.3 Personnel**

All personnel necessary for the effective performance of this Agreement shall be employed by ESP and its subcontractors, shall be qualified to perform the services required under this Agreement, and shall in all respects be subject to the rules and regulations of ESP governing staff members and employees and safety.

### **15.4 Independent Contractor**

In performing the services required by this Agreement, ESP will act as an independent contractor and not as an employee or agent of Owner. Neither ESP, its subcontractors, nor their personnel shall be considered agents or employees of Owner.

### **15.5 Waivers**

No right of either Party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

### **15.6 Force Majeure**

Any delay in performance caused by terrorist attacks, insurrections, storms, fires, hurricanes, tornadoes, earth quakes, or other acts of God ("Force Majeure Event") shall excuse the performance of the Parties for the duration the Force Majeure Event is in effect.

### **15.7 Dispute Resolution**

At the Owner's sole election, any claim arising out of or related to the Agreement shall be subject either to binding arbitration or litigation. Prior to arbitration or litigation, the Parties shall endeavor to resolve any and all claims or disputes in accordance with the terms of this Agreement.

### **15.8 Severability**

If any of the provisions contained in the Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **15.9 Ethics in Contracting**

**15.9.1 Gratuities and Kickbacks.** In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**15.9.2 Fraud and misrepresentations.** Any written or oral information provided by ESP directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the Owner relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. The ESP agrees to immediately notify the Owner of any information provided to the Owner that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the Owner and take corrective action. The ESP further agrees to immediately notify the Owner of any actions or information that it believes would constitute fraud or intentional misrepresentations to the Owner in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the Integrity Line 1-800-884-0911. The ESP agrees to place signage provided by the Owner regarding the Integrity Line at the location to which the ESP's employees report to perform the Work required by this Agreement. The ESP acknowledges and agrees that a finding of fraud or other impropriety on the part of the ESP or any of its subcontractors may result in suspension or debarment; and the Owner may pursue any other actions or remedies that the Owner may deem appropriate. The ESP agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

#### **15.10 Equal Business Requirements**

During the performance of this Agreement, the ESP agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the Owner, the Equal Business Opportunity ("EBO") Program, as may be hereafter amended.

**ARTICLE 16. EXECUTION UNDER SEAL**

IN WITNESS WHEREOF, the Parties have executed this Guaranteed Energy Savings Performance Contract under seal by their authorized signatures as of this \_ day of \_\_\_\_\_.

**The City of Atlanta**

**[Contractor]**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**Municipal Clerk (Seal)**

**Recommended:**

**Chief Procurement Officer:**

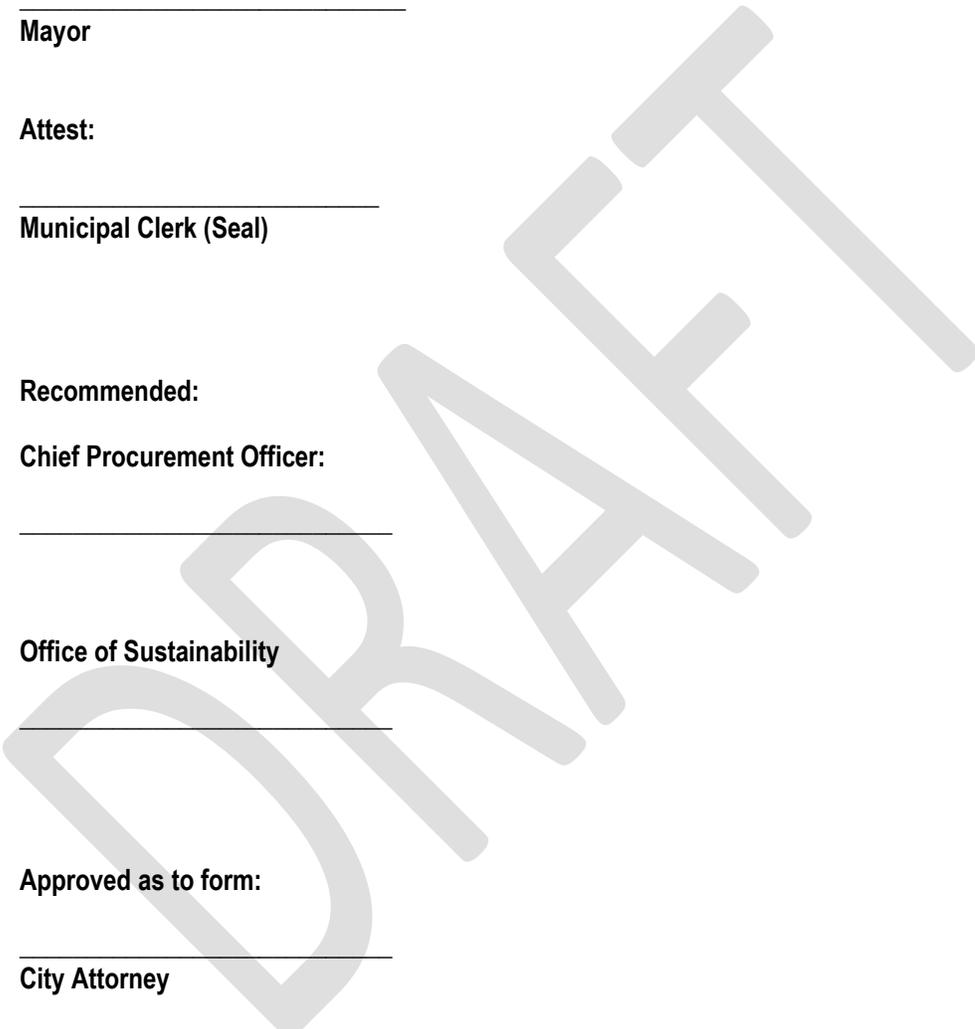
\_\_\_\_\_

**Office of Sustainability**

\_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**City Attorney**



Signature Block Options for Contractor:

**Corporate signature:**

[Insert Corporate Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Secretary/Assistant

Secretary (Seal)

**Limited Liability Company:**

[Insert LLC Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public (Seal)

My Commission Expires:

# **Attachment I**

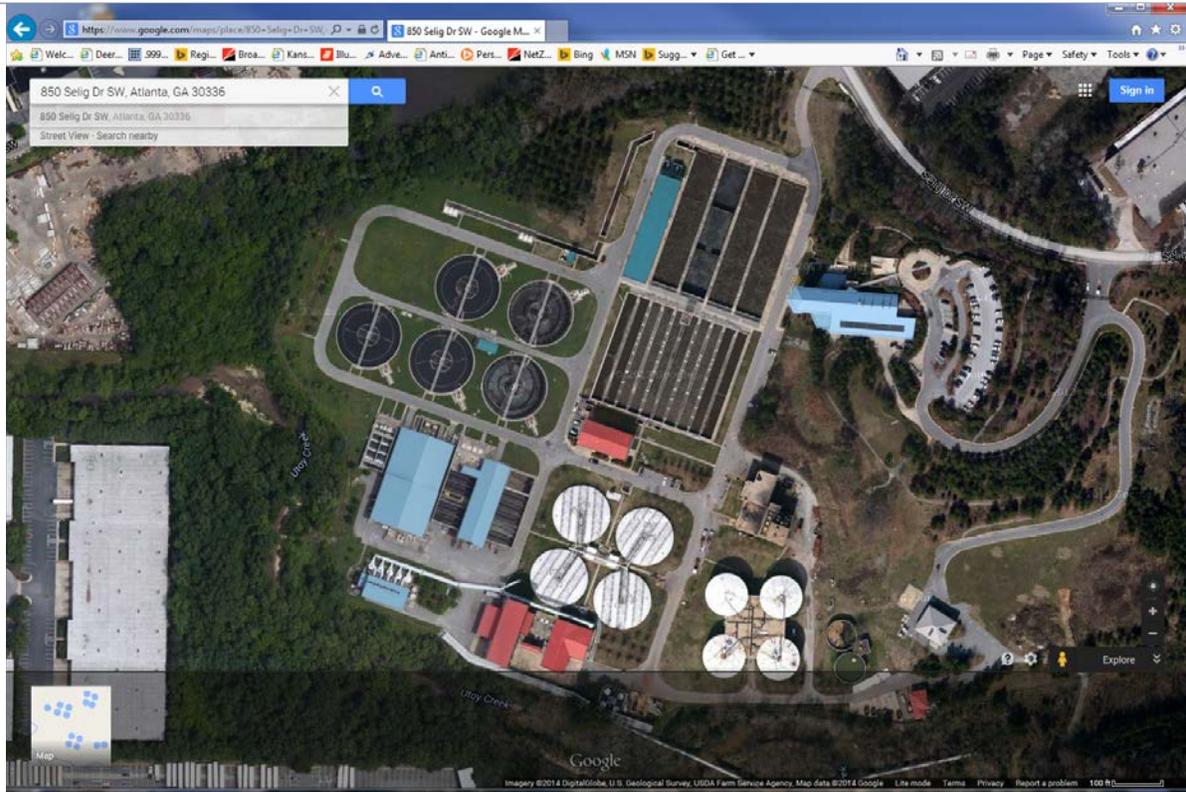
## **Sample Facility Audits**

- **Attachment I-1**            **Sample Facility Audit: Utoy Creek**
- **Attachment I-2**            **Sample Facility Audit: Adams Recreation Center**
- **Attachment I-3**            **Sample Facility Audit: Grove Park Recreation Center**
- **Attachment I-4**            **Sample Facility Audit: Georgia Hill Recreation Center**
- **Attachment I-5**            **Sample Facility Audit: Dunbar Recreation Center**
- **Attachment I-6**            **Sample Facility Audit: Atlanta Workforce Development Agency**
- **Attachment I-7**            **Sample Facility Audit: Municipal Court**
- **Attachment I-8**            **Sample Facility Audit: Chester Motor Facility**
- **Attachment I-9**            **Sample Facility Audit: Hartsfield-Jackson Technology Campus**
- **Attachment I-10:**        **Sample Facility Audit: Fire Station 21**
- **Attachment I-11**        **Sample Facility Audit: Police Annex**
- **Attachment I-12**        **Sample Facility Audit: Fire Station 34**
- **Attachment I-13**        **Sample Facility: Government Center Parking Deck**

# ▶ Utoy Creek WRC COA DPW- DWM

Utoy Creek WRC COA WRC-DWS

MLawson ▶ JP2 ▶ 7/1/2014



# Facility Data to Include in ESPC RFP (Draft)

## Utoy Creek WRC COA DPW-DWM

Building Name	Utoy Creek WRC-Multi-Bldgs.
Building Function	Multi-purpose Admin
Building Area (Property Data)	118 Million Construction Costs
Number of Floors	4 Levels (Administration Bldg.)
Year Built/ Major Renovations	1997
Building Occupancy	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
Building Operational Hours	Weekdays: Monday - Friday (24 Hours)
	Weekends/Holidays: Saturday, Sunday (24 Hours)



Auditor Team	Member Role
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

Report Team
Mark Lawson

Date of Audit	Start Time of Audit
5/19/2014	9:00 AM

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Annual Consumption (Unit)	Annual Cost (\$)	Note
Electric	Y	Y	N	U	U	1
Natural Gas	y	y	N	U	U	2
Water	Y	Y	N	U	U	3
Sewer	Y	N	N	U	U	--

Note:

- 1: Meter cabinet locked
- 2: No meter or number legible
- 3: Meter could not be found

## Building Envelope

The Administration building is a four (4) story, multi-purpose facility. The exterior walls are comprised of a mixture of poured concrete, face brick, and CMU. The interior walls are gypsum board over metal framing, with batt insulation in the air gaps. The ceilings are mostly suspended, 2x2 acoustical tile or gypsum board under plenum. The roof is insulated steel panel. Windows and windowed-doors are double-pane with a mixture of tinting and blinds. Doors are a mixture of windowed, aluminum frame doors and metal, hollow-core service doors.



Fig. Facility Envelope



Fig. Typical Floor Interior

# Utoy Creek WRC COA DPW-DWM

## Utoy Creek WRC COA WRC-DWS

### Overall Facility Description- HVAC Systems

- [Site Layout Appendix M1-\(PG. 1 A&B\)](#)

HVAC overall systems are separated within multiple buildings within the facility, CHWS&R systems are located within the Central Plant Building, HHWS&R are located within the Anaerobic Digesters Building, and the Administration Building encompass the main Control room, Auditorium, Administration Offices, Labs, Lounges, and Locker room areas. The Maintenance Building Encompass both Workshop and Storage areas.

- [Central Plant Building Appendix M1 - \(Pages 12-15\)](#)

Equipped with two water-cooled Trane R-Series chillers that supply chilled water at an approximately 300-tons each. In addition there are six base mounted end pumps equipped with VFD Drives all being served by 460V/3P as follows: 64-CWP1&2- 240 GPM 15HP 60ft., 64-CHWP-R-1&2 -650 GPM 10HP 35ft., and 64-CHWP-S-3&4- 650 GPM 75HP 165ft with all at approximately 80% efficiency. Two heat exchangers are present at 900 GPM providing a 10 degree F deltaT in association with both CWPS&R and HHWS&R sides. In addition a Trane 100 Ton (R-22) outdoor air cooled reciprocating

chiller is located on 20x20 concrete pad across street from Digesters. This chiller utilizes 8" CHWS&R back to central plant.

- [Digester Building Appendix M1 -\(Pages 16-17\)](#)

natural gas hot water firetube boiler 5 3 - B - 3 supplies hot water to the air handlers, fan coil units, PIU/VAV boxes, and unit heaters at each building through 10" HHWS&R main line-set. Kewanee LSW 200 G S#22346 with Burner meter set to deliver an approximate 6695 MBH, at 500GPM and 80% efficiency. The HHWS&R pumping package includes following: 53-HWP-4&5-1776 GPM 200HP 285 ft. each; and three (3) 510 gallon expansion tanks.

- [Administration Building Appendix M1 - \(Pages 2-11\)](#)

There are four AHUS on Level 1 Mechanical Room and two AHUs on Level 4 that serve DDC PIU/VAV (R) boxes in each zone on floors 1,2, and 3. Majority of these AHU's are Trane M Series Climate changers with Overall Approximate Load of 105 Tons, 425 GPM CHWS&R, and 105 GPM HHWS&R to the building:

DESIGNATION	SERVICE	ARRGT.	SUPPLY CFM	OUTSIDE AIR CFM	COOLING								HEATING				
					TOTAL (BTUH)	SENS (BTUH)	E.A.T. db/wb	L.A.T. db/wb	EWL / LWT	GPM	Δ P AIR	Δ P WATER	HEATING CAPACITY	EAT/LAT	EWL/LWT	Δ P AIR	Δ P WATER
61-AHU-1	AUDITOR.	HDT	2,200	1,380	128,900	77,600	88/72	54/53	45/55	26.0	.40	6.10	180,000	27/100	190/165	.08	
61-AHU-2	CAFE	HDT	6,000	2,280	263,900	176,800	82/67	54/53	45/55	53.0	.68	2	93,500	39/55	190/165	.13	
61-AHU-3	LAB	HDT	19,000	19,000	1,257,600	804,000	92/74	52/51	45/55	252.0	1.0	17.0	923,400	17/62	190/165	.14	
61-AHU-4	LAB OFFICES	HDT	3,425	1,610	154,700	104,300	87/70	55/54	45/55	31.0	.45	5.40	62,100	36/55	190/165	.12	
61-AHU-5	ADMIN.	HDT	6,900	1,565	264,100	203,100	84/66	53/51	45/55	48.0	.60	6.50	35,300	48/55	190/165	.13	
61-AHU-6	CONTROL RM.	HDT	1,770	170	52,300	46,200	79/62	53/51	45/55	11.0	.20	1.10	3,500	52/55	190/165	.06	
62-AHU-1	MAINT.	HDT	8,000	4,000	377,300	247,600	87/70	53/52	45/55	30.2	.60	12.0	151,200	37/55	190/165	.13	
64-AHU-1	CONTROL RM.	HDT	710	70	19,100	17,300	77/63	53/51	45/55	3.9	.20	2	23,800	64/95	190/165	.2	
64-AHU-2	ELEC/MCC	HDT	3525	350	86,600	78,000	86/71	64/54	45/55	18	.45	12.0	45,400	73/95	190/165	.3	

NOTE:

AIR HANDLING UNIT SCHEDULE															MODEL NUMBER	BASIS OF DESIGN	REMARKS
/	HEATING			HEATING CAPACITY	EAT/LAT	EWL/LWT	Δ P AIR	Δ P WATER	GPM	ESP IN.	ESP OUT.	HP	VOLTAGE	MODEL NUMBER			
5	26.0	.40	6.10	180,000	27/100	190/165	.08	0.5	14.4	1.5	3.5	1.5	480/3/60	10C	TRANE	CONSTANT VOLUME	
5	53.0	.68	2	93,500	39/55	190/165	.13	.98	7.5	1.5	3.75	10.0	480/3/60	17C	TRANE	VARIABLE VOLUME	
5	53.0	.68	2	93,500	39/55	190/165	.13	2.2	74.0	2.0	4.0	40	480/3/60	50C	TRANE	VARIABLE VOLUME AF FAN	
5	252.0	1.0	17.0	923,400	17/62	190/165	.14	0.6	5.0	2.0	4.0	7.5	480/3/60	10C	TRANE	VARIABLE VOLUME	
5	31.0	.45	5.40	62,100	36/55	190/165	.12	1.1	3.0	2.0	3.75	15	480/3/60	21C	TRANE	VARIABLE VOLUME	
5	48.0	.60	6.50	35,300	48/55	190/165	.13	0.2	0.3	1.5	3.5	7.5	480/3/60	8B	TRANE	VARIABLE VOLUME	
5	11.0	.20	1.10	3,500	52/55	190/165	.06	1.6	12.1	2.0	3.75	20	480/3/60	25C	TRANE	VARIABLE VOLUME	
5	30.2	.60	12.0	151,200	37/55	190/165	.13	1.1	2	1.0	3.5	5.0	480/3/60	3B	TRANE	CONSTANT VOLUME	
5	3.9	.20	2	23,800	64/95	190/165	.2	1.6	3.75	1.0	3.5	5.0	480/3/60	10C	TRANE	CONSTANT VOLUME	
5	18	.45	12.0	45,400	73/95	190/165	.3										

HEATER SCHEDULE						
DATA		P.D. FT WC	MOTOR HP	RPM	VOLTAGE	BASIS OF DESIGN
EWL	LWT					
			1/20	1550	120/1/60	TRANE MODEL UHSA 038-5
						TRANE MODEL UHSA 038-5

In addition, level 4 has several supply and exhaust fans associated with Labs moving an approximate 20,000 CFM exhaust, the bulk exiting through eight (8) MK Plastic Plastifer Series Model CNW belt driven exhaust fans with the majority being at 3HP however there are two at 7.5HP; all fans being served by 460V/3P and include DDC controllers.

- Domestic HW Systems Appendix M1-(PG. 11 A&B) consists of State electric water heater SB6-120-181FE at 118 GPM with 3-6KW simultaneous for 15,000 watts max. load includes recirculation pump.

**Controls Appendix MI - (Pages6-10)**

Type of Controls (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	Mixture of DDC and Pneumatics	
Programmable Thermostats (Y/N)	Y	
Mfr./Vendor	Johnson Controls	
Connected to Facility-wide EMCS (Y/N)	Y	
Building Occupancy Scheduled (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: Varies
	Weekends/Holidays: N	Weekends/Holidays: Varies
Seasonal Scheduling for Boiler/Chiller/Central Plant Operation (Y/N, schedule, setbacks/setpoints)	N	

There is a mixture of DDC and Pneumatics throughout, each AHU is equipped with DDC CHW / HHW valves; however, all fans are variable speed and direct digital controllers, with one exception AHU-1 serving auditorium is constant volume unit. These units are monitored and controlled by the Trane Trace Summit system off-site, with the main panel being located in main mech. room on level 1 with AHU1-4. According to facility personnel, there are currently no active resets on either medium.

PIU/VAV terminal units are monitored and controlled by DDC thermostats in each space. currently no active setbacks are on these units. Set-points are monitored and maintained off-site, however a local PC BAS BACnet interface is present within admin building.

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
4th Floor	--	--	--	--
3rd Floor	2L w/ Aerator	3S	1L	--
2nd Floor (Main)	7L w/ Aerator	3S	1L	4
1st Floor (GL)	8L w/ Aerator	6S	2L	4



Fig. Typical Facility Faucets



Fig. Typical Facility Toilet

# Facility Data to Include in ESPC RFP

## Adams Park Recreation Center

<b>Building Name</b>	Adams Recreation Center 1305 Oakland Dr SW, Atlanta, GA 30310
<b>Building Function</b>	Multi-Purpose
<b>Building Area (Property Data)</b>	42,985
<b>Number of Floors</b>	2
<b>Year Built/ Major Renovations</b>	1976
<b>Building Occupancy</b>	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
<b>Building Operational Hours</b>	Weekdays: 11:00 AM - 8:00 PM
	Weekends 11:00 AM - 3:00 PM
	Sunday: CLOSED



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/1/2014	10:00 AM

## General Building Description

The Adams Recreation Center is a multipurpose recreation center with a full size basketball court, art center, admin area, multi-purpose rooms, etc. Building function is dictated based on scheduled activities. Some special events do take place outside of the normal operating schedule.

# Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	U	--	1
Natural Gas	Y	Y	N	U	--	2
Water	Y	U	N	U	--	--
Sewer	Y	U	N	U	--	--

Note:

- 1: Meter in locked utility cabinet
- 2: No on-site personnel had key access to the fence around the gas meter

# Building Envelope

This building is CMU construction with a face-brick overlay. Interior walls are painted CMU. The roof is a combination sloped, shingled construction with insulated wood decking and flat, white, insulated roof over wood decking. There is siding bordering the roof plenum. The interior ceiling is a combination of 2x2 acoustical tile and sloped, wood decking over the basketball court. Building doors are majority single pane, windowed double doors and hollow core double doors. Building windows are majority single pane.

# Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
Basketball Lockers Men's	3 S Aerator	1 S	2 L	4 S
Basketball Lockers Women's	3 S Aerator	3 S	--	4 S
Main Restroom Men's	2 L Aerator	1 S	1 L	--
Main Restroom Women's	2 L Aerator	2 S	--	--



Fig. Typical Faucets



Fig. Typical Toilet

## Lighting

**Fixtures:** The Adams Recreation Center has fluorescent and metal halide lighting throughout. It mostly comprises 2x4 lensed troffer fixtures with T8 lamps and electronic ballasts. Other fixtures include 4ft 2-lamp T12 wraparound fixtures; 4ft 2-lamp T12 vapor-tight fixtures; and 400W metal halide surface-mount box fixtures.

All T8 fixtures are fitted with electronic ballasts. The T12 fixtures have magnetic ballasts.

Other lighting comprises screw-in compact fluorescent lamps in various basic fixtures, and jar fixtures fitted with incandescent lamps.

Exterior lighting is provided by halogen and incandescent lamps in recessed soffit fixtures; and high-pressure sodium (HPS) wall packs and “shoe-box” fixtures.

The ball field is illuminated with 1,000W metal halide floods.

**Controls:** Control of interior fixtures is done with standard wall toggle switches.

**Fixture Condition:** The troffer fixtures are in virtually new to good condition. The gymnasium surface box fixtures appear to be in good operating condition. The pole-mounted shoe-box fixtures that illuminate the path from the Center down to the parking lot by the ball field are corroded, but remain operational. One jar fixture in the women’s showers has no jar and the socket is exposed to relatively easy reach.

There is an old wall pack above a set of steps on the side of the gym. It is badly weathered and has a makeshift lens that is crazed and burnt.

# Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	A.O. Smith	BTR 365A 104	--	Penthouse Mech Room	85	F	--



Fig. Building DHW



Fig. DHW Circulation Pump

## HVAC System Overall Description

Building HVAC consists of one (1) DX / Natural gas split system, two (2) DX / Natural gas package units, one (1) natural gas unit heater, and two (2) infrared heating systems. Each system is independently controlled and monitored. There are not currently any unoccupied setbacks or temperature resets in place for this facility. There is no facility-wide EMCS present.



Fig. Gym Natural Gas IR Heaters



Fig. Gym Package Unit Control

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC / Electric	
<b>Programmable Thermostats (Y/N)</b>	Y	
<b>Mfr./Vendor</b>	Honeywell	
<b>Connected to Facility-wide EMCS (Y/N)</b>	N	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: 72 degF
	Weekends/Holidays: N	Weekends/Holidays: 72 degF
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N/A	

# Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
BB COURT 1	Building Exterior	--	York	J25DJN24N2A	25	Natural Gas	G	--
BB COURT 2	Building Exterior	--	York	J25DJN24N2A	25	Natural Gas	G	--
ADMIN AHU	Penthouse Mech Room	2013	Trane	TWE240E300BB	20	In-Duct Natural Gas Furnace	F	--

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
ADMIN CU	Roof	1996	Admin AHU	York	H1CE240A25C	Cooling Only	20	F	--



Fig. Gym Package Unit



Fig. Admin AHU

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

<b>Building or Area</b>	<b>Qty</b>
<b>Room or Defined Place</b>	
<b>Fixture Description</b>	
Ball Field	36
ball field	36
Floodlight, with one (1) 1000W metal halide lamp	36
Concession stand	17
electrical	1
Wraparound, with two (2) F32T8 lamps	1
ext soffits	4
Generic 1-lamp incand fixture see comment, with one (1) 75W incandescent lamp	4
main	6
Wraparound, with two (2) F32T8 lamps	6
press box	2
Wraparound, with two (2) F32T8 lamps	2
RRs	4
Wraparound, with two (2) F32T8 lamps	4
Exterior	4
walkway to ball field	4
Shoe-Box, with one (1) 150W high-pressure sodium lamp	4
Main	145
adjacent AC units	1
Wall-Pack, with one (1) 150W high-pressure sodium lamp	1
bleachers	5
Surface Box, with one (1) 400W metal halide lamp	5
bleachers, landing	5
Recessed Troffer, with four (4) F32T8 lamps	5
bleachers, steps	2
Wraparound, with two (2) F32T8 lamps	2
by rear entry	1
Shoe-Box, with one (1) 150W high-pressure sodium lamp	1
computer classroom	8
Recessed Troffer, with four (4) F32T8 lamps	8
computer classroom, office across from	2
Recessed Troffer, with four (4) F32T8 lamps	2
corridor	5
Recessed Troffer, with four (4) F32T8 lamps	5
court	22
Surface Box, with one (1) 400W metal halide lamp	22
court, storage	2
Generic 1-lamp incand fixture see comment, with one (1) 13W screw-in compact fluorescent lamp	2
courtside office	2

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with four (4) F34T12 lamps	2
exercise room	8
Recessed Troffer, with four (4) F34T12 lamps	8
exercise room, storage in	1
Jelly Jar, with one (1) 100W incandescent lamp	1
janitor closet	1
Generic 1-lamp incand fixture see comment, with one (1) 60W incandescent lamp	1
kitchen	4
Recessed Troffer, with four (4) F32T8 lamps	4
meeting room	12
Recessed Troffer, with four (4) F32T8 lamps	12
meeting room, closet	2
Recessed Troffer, with four (4) F32T8 lamps	2
Men locker	2
Vanity, with two (2) F32T8 lamps	1
Vapor-Tight, with two (2) F34T12 lamps	1
Men Locker, showers	4
Vapor-Tight, with two (2) F34T12 lamps	4
MRR	2
Recessed Troffer, with four (4) F32T8 lamps	2
pantry	1
Jelly Jar, with one (1) 100W incandescent lamp	1
Rear entry hall	9
Recessed Troffer, with four (4) F32T8 lamps	9
rear entry hall, office by	3
Recessed Troffer, with four (4) F32T8 lamps	3
soffits 22 ft up	4
Recessed Can or Ceiling Square, with one (1) 90W halogen flood	4
soffits 7 to 9 ft up	14
Recessed Can or Ceiling Square, with one (1) 75W incandescent lamp	14
team room	11
Recessed Troffer, with four (4) F32T8 lamps	11
team room, closet in	2
Jelly Jar, with one (1) 100W incandescent lamp	2
wall facing parking by ball field	1
Wall-Pack, with one (1) 250W high-pressure sodium lamp	1
Women locker	1
Vanity, with two (2) F34T12 lamps	1
Women Locker, showers in	6
Jelly Jar, with one (1) 100W incandescent lamp	3
Jelly Jar, with one (1) 60W incandescent lamp	1
Recessed Troffer, with four (4) F34T12 lamps	2
WRR	2
Recessed Troffer, with four (4) F32T8 lamps	2
<b>Grand Total</b>	<b>202</b>

Table 2: Lighting Survey by Room

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	corridor	Recessed Troffer, with four (4) F32T8 lamps	0.112	5
Main	janitor closet	Generic 1-lamp incand fixture see comment, with one (1) 60W incandescent lamp	0.06	1
Main	meeting room	Recessed Troffer, with four (4) F32T8 lamps	0.112	12
Main	meeting room, closet	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	kitchen	Recessed Troffer, with four (4) F32T8 lamps	0.112	4
Main	pantry	Jelly Jar, with one (1) 100W incandescent lamp	0.1	1
Main	computer classroom	Recessed Troffer, with four (4) F32T8 lamps	0.112	8
Main	computer classroom, office across from	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	team room	Recessed Troffer, with four (4) F32T8 lamps	0.112	11
Main	team room, closet in	Jelly Jar, with one (1) 100W incandescent lamp	0.1	2
Main	MRR	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
Main	MRR	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
Main	WRR	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	Rear entry hall	Recessed Troffer, with four (4) F32T8 lamps	0.112	9
Main	rear entry hall, office by	Recessed Troffer, with four (4) F32T8 lamps	0.112	3
Main	bleachers, landing	Recessed Troffer, with four (4) F32T8 lamps	0.112	5
Main	bleachers, steps	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	bleachers	Surface Box, with one (1) 400W metal halide lamp	0.458	5
Main	court	Surface Box, with one (1) 400W metal halide lamp	0.458	22
Main	court, storage	Generic 1-lamp incand fixture see comment, with one (1) 13W screw-in compact fluorescent lamp	0.013	2
Main	Men locker	Vanity, with two (2) F32T8 lamps	0.058	1

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	Men locker	Vapor-Tight, with two (2) F34T12 lamps	0.073	1
Main	Men Locker, showers	Vapor-Tight, with two (2) F34T12 lamps	0.073	4
Main	Women locker	Vanity, with two (2) F34T12 lamps	0.073	1
Main	Women Locker, showers in	Recessed Troffer, with four (4) F34T12 lamps	0.146	2
Main	Women Locker, showers in	Jelly Jar, with one (1) 100W incandescent lamp	0.1	3
Main	Women Locker, showers in	Jelly Jar, with one (1) 60W incandescent lamp	0.06	1
Main	courtside office	Recessed Troffer, with four (4) F34T12 lamps	0.146	2
Main	exercise room	Recessed Troffer, with four (4) F34T12 lamps	0.146	8
Main	exercise room, storage in	Jelly Jar, with one (1) 100W incandescent lamp	0.1	1
Exterior	walkway to ball field	Shoe-Box, with one (1) 150W high-pressure sodium lamp	0.185	4
Concession stand	main	Wraparound, with two (2) F32T8 lamps	0.058	6
Concession stand	press box	Wraparound, with two (2) F32T8 lamps	0.058	2
Concession stand	RRs	Wraparound, with two (2) F32T8 lamps	0.058	4
Concession stand	electrical	Wraparound, with two (2) F32T8 lamps	0.058	1
Concession stand	ext soffits	Generic 1-lamp incand fixture see comment, with one (1) 75W incandescent lamp	0.075	4
Ball Field	ball field	Floodlight, with one (1) 1000W metal halide lamp	1.08	36
Main	soffits 22 ft up	Recessed Can or Ceiling Square, with one (1) 90W halogen flood	0.09	4
Main	wall facing parking by ball field	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	1
Main	soffits 7 to 9 ft up	Recessed Can or Ceiling Square, with one (1) 75W incandescent lamp	0.075	14
Main	by rear entry	Shoe-Box, with one (1) 150W high-pressure sodium lamp	0.185	1
Main	adjacent AC units	Wall-Pack, with one (1) 150W high-pressure sodium lamp	0.185	1

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	3523304	Rate	OL-Govt
Month	kWh	Pk kW	Cost
Apr. 2013	1,870	-	\$ 227
May, 2013	1,870	-	\$ 227
Jun, 2013	1,870	-	\$ 237
Jul, 2013	1,870	-	\$ 237
Aug, 2013	1,870	-	\$ 237
Sept, 2013	1,870	-	\$ 237
Oct, 2013	1,870	-	\$ 227
Nov, 2013	1,870	-	\$ 227
Dec, 2013	1,870	-	\$ 227
Jan, 2014	1,870	-	\$ 231
Feb, 2014	1,870	-	\$ 231
Mar, 2014	1,870	-	\$ 232
<b>TOTALS</b>	<b>22,440</b>		<b>\$ 2,778</b>

Accnt No.	3011412000	Rate	OL-Govt
Month	kWh	Pk kW	Cost
Apr. 2013	450	-	\$ 79
May, 2013	450	-	\$ 79
Jun, 2013	450	-	\$ 81
Jul, 2013	450	-	\$ 81
Aug, 2013	450	-	\$ 81
Sept, 2013	450	-	\$ 81
Oct, 2013	450	-	\$ 79
Nov, 2013	450	-	\$ 79
Dec, 2013	450	-	\$ 79
Jan, 2014	450	-	\$ 80
Feb, 2014	450	-	\$ 80
Mar, 2014	450	-	\$ 80
<b>TOTALS</b>	<b>5,400</b>		<b>\$ 958</b>

Accnt No.	7603948006	Rate	PLM-C
Month	kWh	Pk kW	Cost
Apr. 2013	2,160	63	\$ 374
May, 2013	2,720	62	\$ 465
Jun, 2013	1,120	61	\$ 211
Jul, 2013	600	60	\$ 123
Aug, 2013	200	-	\$ 56
Sept, 2013	200	8	\$ 56
Oct, 2013	240	-	\$ 61
Nov, 2013	240	-	\$ 61
Dec, 2013	200	-	\$ 55
Jan, 2014	160	-	\$ 54
Feb, 2014	160	-	\$ 54
Mar, 2014	240	48	\$ 64
<b>TOTALS</b>	<b>8,240</b>		<b>\$ 1,635</b>

Accnt No.	7624948006	Rate	TOU-MB2
Month	kWh	Pk kW	Cost
Apr. 2013	6,480	41	\$ 592
May, 2013	9,120	59	\$ 824
Jun, 2013	23,280	71	\$ 2,895
Jul, 2013	33,480	79	\$ 4,111
Aug, 2013	28,080	78	\$ 3,398
Sept, 2013	31,320	74	\$ 3,864
Oct, 2013	20,280	76	\$ 1,665
Nov, 2013	11,760	34	\$ 939
Dec, 2013	17,880	40	\$ 1,357
Jan, 2014	16,440	41	\$ 1,283
Feb, 2014	10,080	31	\$ 853
Mar, 2014	10,320	29	\$ 864
<b>TOTALS</b>	<b>218,520</b>		<b>\$ 22,643</b>

Accnt No.	7689111007	Rate	GS-C
Month	kWh	Pk kW	Cost
Apr. 2013	-	-	21
May, 2013	-	-	21
Jun, 2013	-	-	21
Jul, 2013	-	-	21
Aug, 2013	-	-	21
Sept, 2013	1,903	-	319
Oct, 2013	1,592	-	261
Nov, 2013	-	-	21
Dec, 2013	-	-	21
Jan, 2014	-	-	22
Feb, 2014	-	-	22
Mar, 2014	-	-	23
<b>TOTALS</b>	<b>3,495</b>	<b>-</b>	<b>794</b>

Accnt No.	8842948009	Rate	TOEU-C
Month	kWh	Pk kW	Cost
Apr. 2013	-	-	\$ -
May, 2013	-	-	\$ -
Jun, 2013	-	-	\$ -
Jul, 2013	-	-	\$ -
Aug, 2013	-	-	\$ -
Sept, 2013	-	-	\$ -
Oct, 2013	-	-	\$ -
Nov, 2013	-	-	\$ -
Dec, 2013	-	-	\$ -
Jan, 2014	-	-	\$ -
Feb, 2014	-	-	\$ -
Mar, 2014	-	-	\$ -
<b>TOTALS</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>

## Maintenance/Community Building

Accnt No.	8167948001	Rate	PLS-C
Month	kWh	Pk kW	Cost
Apr. 2013	3,587	11	\$ 1,013
May, 2013	3,521	11	\$ 1,007
Jun, 2013	4,786	14	\$ 1,174
Jul, 2013	4,199	13	\$ 1,068
Aug, 2013	4,154	14	\$ 1,110
Sept, 2013	4,400	12	\$ 1,135
Oct, 2013	2,758	9	\$ 928
Nov, 2013	2,081	9	\$ 709
Dec, 2013	2,772	9	\$ 932
Jan, 2014	3,299	11	\$ 1,008
Feb, 2014	2,982	10	\$ 991
Mar, 2014	2,621	11	\$ 914
<b>TOTALS</b>	<b>41,160</b>		<b>\$ 11,989</b>

## Pool &amp; Bathhouse

Accnt No.	8821948009	Rate	PLS-C
Month	kWh	Pk kW	Cost
Apr. 2013	1,380	3	\$ 242
May, 2013	4,200	14	\$ 601
Jun, 2013	10,980	16	\$ 954
Jul, 2013	8,880	18	\$ 878
Aug, 2013	10,140	17	\$ 915
Sept, 2013	4,080	16	\$ 618
Oct, 2013	1,620	4	\$ 280
Nov, 2013	1,560	2	\$ 271
Dec, 2013	1,680	4	\$ 290
Jan, 2014	1,500	2	\$ 268
Feb, 2014	300	1	\$ 70

<b>Mar, 2014</b>	420	1	\$ 90
<b>TOTALS</b>	<b>46,740</b>		<b>\$ 5,477</b>

Table 2: Natural Gas Consumption Data

<b>Accnt No.</b>	<b>1700052358</b>	
Month	Consumption (Therms)	Cost
Jan-12	1,645.5	Not Available
Feb-12	1,057.5	Not Available
Mar-12	891.6	Not Available
Apr-12	152.7	Not Available
May-12	138.5	Not Available
Jun-12	9.1	Not Available
Jul-12	0.0	Not Available
Aug-12	0.0	Not Available
Sep-12	0.0	Not Available
Oct-12	12.1	Not Available
Nov-12	316.4	Not Available
Dec-12	805.6	Not Available

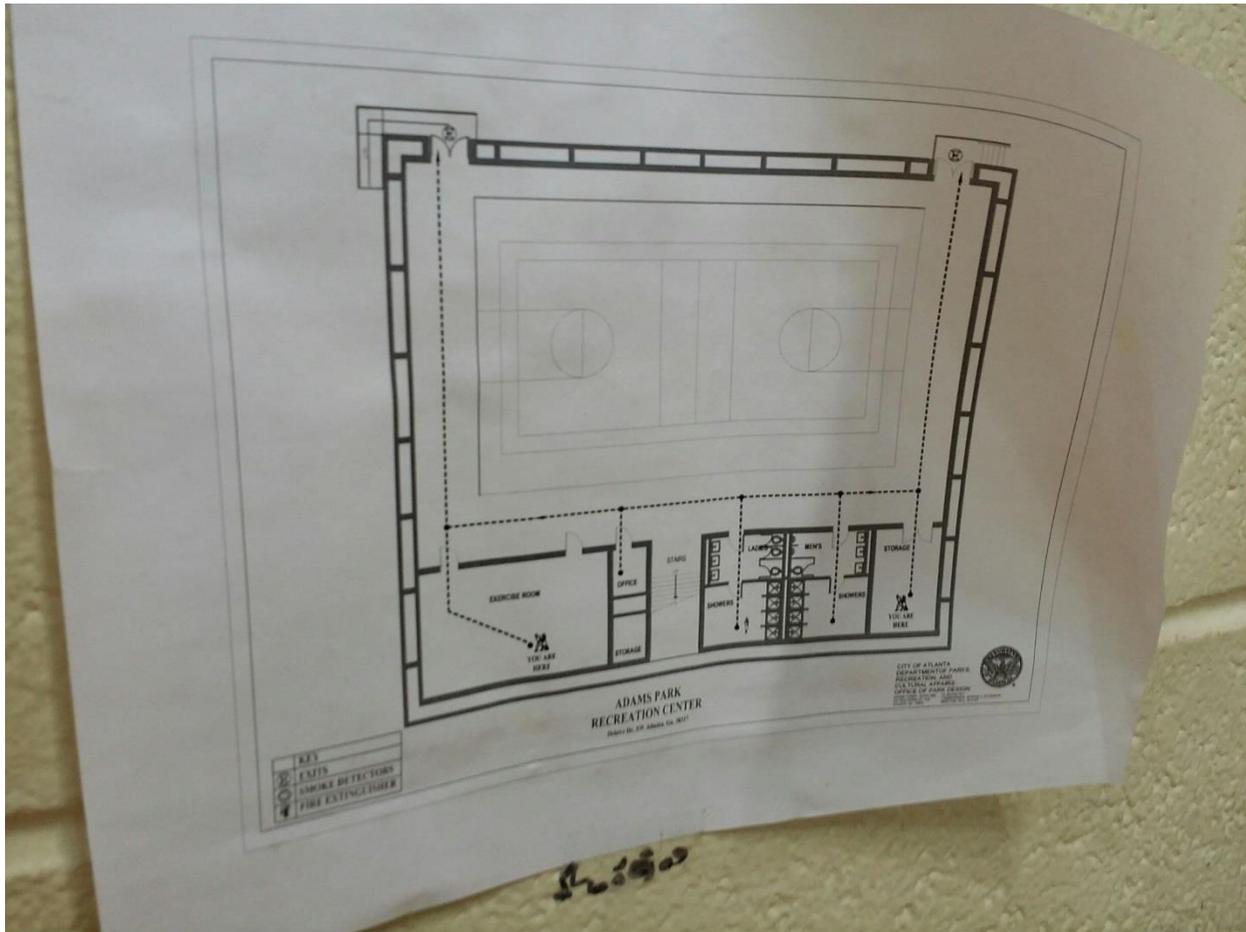
<b>Accnt No.</b>	<b>296711165</b>	
Month	Consumption (Therms)	Cost
Jan-12		Not Available
Feb-12		Not Available
Mar-12		Not Available
Apr-12		Not Available
May-12		Not Available
Jun-12		Not Available
Jul-12		Not Available
Aug-12		Not Available
Sep-12		Not Available
Oct-12		Not Available
Nov-12		Not Available
Dec-12		Not Available

<b>Accnt No.</b>	<b>9594878555</b>	
<b>Month</b>	<b>Consumption (Therms)</b>	<b>Cost</b>
Jan-12	0.0	Not Available
Feb-12	0.0	Not Available
Mar-12	837.9	Not Available
Apr-12	173.9	Not Available
May-12	132.4	Not Available
Jun-12	44.6	Not Available
Jul-12	33.4	Not Available
Aug-12	32.4	Not Available
Sep-12	40.4	Not Available
Oct-12	53.6	Not Available
Nov-12	522.7	Not Available
Dec-12	1,455.3	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)



Fig. Basement Floor



# Facility Data to Include in ESPC RFP

## Grove Recreation Center

<b>Building Name</b>	Grove Recreation Center
<b>Building Function</b>	Multi-Function
<b>Building Area (Property Data)</b>	25,264
<b>Number of Floors</b>	2
<b>Year Built/ Major Renovations</b>	1987
<b>Building Occupancy</b>	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
<b>Building Operational Hours</b>	Weekdays: Varies
	Weekends/Holidays: Varies



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/1/2014	9:00 AM

## General Building Description

The Grove Hill Recreation Center is a multi-function recreation center with activity and administrative rooms on the ground floor, and a full-size basketball court on the basement level. The building activity and occupancy schedule varies; however, the base schedule is as follows:

- Monday and Friday: 7:30 AM - 6:00 PM
- Tuesday, Wednesday, and Thursday: 7:30 AM - 8:00 PM
- Saturday: 11:00 AM - 3:00 PM

- Sunday: Closed

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	--	--	1
Natural Gas	Y	Y	N	2096880	--	--
Water	Y	U	N	--	--	--
Sewer	Y	U	N	--	--	--

Note:

- 1: Meter cabinet locked by utility

## Building Envelope

This building is CMU construction with an aluminum insulation panel overlay. The interior walls are painted CMU. The building roof is white vinyl over insulated metal decking. Interior ceiling varies by room type, but majority gym roof is insulated corrugated metal decking. The building doors are tinted, windowed entry doors, and metal hollow-core utility doors. All building windows are overlaid by metal slats, seen in the pictures below.



Fig. Building Windows



Fig. Basketball Court Interior

# Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
Administrative RR	1 S	1 S	--	--
Men's RR	4 L w/ Spray	3 S	2 L	--
Women's RR	4 L w/ Spray	5 S	--	--
Women's Lockers	4 L w/ Spray	4 S	--	5 L
Men's Lockers	4 L w/ Spray	2 S	2 L	8 L



Fig. Typical Faucets



Fig. Men's Locker Room Showers

# Lighting

Fixtures: The Grove Hill Recreation Center has fluorescent lighting throughout. It mostly comprises 2x4 lensed troffer fixtures with T8 lamps and electronic ballasts. Other fixtures include 4ft 2-lamp T12 wraparound fixtures; and 4ft 2-lamp strip fixtures fitted with either T8 or T12 lamps..

All T8 fixtures are fitted with electronic ballasts. The T12 fixtures have magnetic ballasts.

Exterior lighting is provided with LED wall-pack fixtures and with recessed fixtures fitted with screw-in compact fluorescent lamps.

The ball field and tennis court are illuminated with 1,000W metal halide floods. They are not operational. There are also four shoe-box roadway lights that were likely fitted with 150W high-pressure sodium lamps.

Controls: Control of interior fixtures is done with circuit breakers in the main office, standard wall toggle switches, wall-mount motion sensors, ceiling sensors or a combination of wall switches and ceiling sensors. Some of the wall switches are Lutron® push-on push-off controls that work together with the ceiling sensors. Exterior lighting control is unknown and is allowed to operate at all hours. According to staff, they have no control over it.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	Ajax	WG-250 S	U	Basement Ext. Mech Room	N/A	F	1, 2

Note:

- 1: Circulation pump present
- 2: 200,000 BTUH output



Fig. DHW Boiler



Fig. DHW Circulation Pump

## HVAC System Overall Description

This building has three (3) DX / Natural Gas, RTUs. They are 12, 12, and 3 tons and serve the basketball courts and locker rooms respectively. There is one (1) DX / Electric 25 ton RTU that serves the lobby and administrative areas. There are pneumatically controlled dampered terminal boxes. Each unit is digitally controlled by an individual thermostat. According to facility personnel, there are not currently any setbacks or temperature resets present in this facility.



Fig. Lobby Package RTU



Fig. Zone Temperature Control

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC / Pneumatic	
<b>Programmable Thermostats (Y/N)</b>	Partial	
<b>Mfr./Vendor</b>	Honeywell / JCI	
<b>Connected to Facility-wide EMCS (Y/N)</b>	Partial	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: N
	Weekends/Holidays: N	Weekends/Holidays: N
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation (Y/N, schedule, setbacks/setpoints)</b>	N	

# Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
Lobby AHU	Roof	2011	York	J25ZJC00Q2AZZ10005B	25	Electric	Good	--
RTU 2	Roof	--	Trane	YCD240B3H0GA	12	Natural Gas	Fair	1
RTU 3	Roof	--	Trane	YCD240B3H0GA	12	Natural Gas	Fair	--
Locker Room Unit	Roof	--	York	D8CG036N04025	3	Natural Gas	Fair	--

Note:

- 1: No discernable nameplate



Fig. RTU 2



Fig. RTU 3

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

<b>Building or Location</b>	<b>Qty</b>
<b>Room or Area</b>	
<b>Fixture Description</b>	
ball field	26
exterior, ball field	26
Floodlight, with one (1) 1000W metal halide lamp	26
Exterior Main	10
exterior, entry soffit	2
Recessed Can or Ceiling Square, with one (1) 26W screw-in compact fluorescent lamp	2
exterior, walls	8
Wall-Pack, generic LED 25W estimated	8
Main	189
arts and crafts	8
Recessed Troffer, with four (4) F32T8 lamps	8
arts and crafts, closet in	2
Recessed Troffer, with four (4) F32T8 lamps	2
Coach office 1	2
Recessed Troffer, with four (4) F32T8 lamps	2
Coach office 2	2
Recessed Troffer, with four (4) F32T8 lamps	2
Coach office 3	2
Recessed Troffer, with four (4) F32T8 lamps	2
computer classroom	14
Recessed Troffer, with four (4) F32T8 lamps	14
computer classroom, office across from	4
Recessed Troffer, with four (4) F32T8 lamps	4
computer classroom, storage in	2
Strip, with two (2) F32T8 lamps	2
concession stand	2
Recessed Troffer, with four (4) F32T8 lamps	2
corridor	8
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	8
dance studio	12
Recessed Troffer, with four (4) F32T8 lamps	12
elevator machinery	1
Strip, with two (2) F32T8 lamps	1
Gym floor	35
EXIT sign, with a LED light source	3
High-Bay, with four (4) 54W T5HO lamps	28
Surface Box, with two (2) F34T12 lamps	4
lobby	7
Recessed Troffer, with four (4) F32T8 lamps	7

<b>Building or Location</b>	<b>Qty</b>
lobby, trophy case	1
Strip, with one (1) F34T12 lamp	1
Locker room entry corridors	2
Recessed Troffer, with four (4) F32T8 lamps	2
Meeting Room	12
Recessed Troffer, with four (4) F32T8 lamps	12
Meeting Room, closets (2)	2
Strip, with two (2) F32T8 lamps	2
Meeting Room, kitchen	6
Recessed Troffer, with two (2) F32T8 lamps	6
Men Locker	7
Recessed Troffer, with four (4) F32T8 lamps	7
Men Locker, janitor closet in	1
Strip, with two (2) F32T8 lamps	1
Men Locker, showers	4
Wraparound, with two (2) F34T12 lamps	4
MRR	2
Recessed Troffer, with four (4) F32T8 lamps	2
MRR, closet	1
Strip, with two (2) F32T8 lamps	1
MRR, entry	1
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
office, front	4
Recessed Troffer, with four (4) F32T8 lamps	4
office, front, closet in	1
Recessed Troffer, with four (4) F32T8 lamps	1
office, front, RR in	1
Recessed Troffer, with four (4) F32T8 lamps	1
Racquetball #1	6
Recessed Troffer, with one (1) 400W metal halide lamp	6
Racquetball #2	6
Recessed Troffer, with one (1) 400W metal halide lamp	6
stairs (both)	4
Recessed Troffer, with four (4) F32T8 lamps	4
Storm lobby	2
Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	2
weight room	7
Recessed Troffer, with four (4) F32T8 lamps	7
weight room, laundry in	2
Strip, with two (2) F32T8 lamps	2
Women Locker	6
Recessed Troffer, with four (4) F32T8 lamps	6
Women Locker, showers in	6
Wraparound, with two (2) F34T12 lamps	6
WRR	2
Recessed Troffer, with four (4) F32T8 lamps	2

Building or Location	Qty
WRR, entry	2
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
Strip, with two (2) F32T8 lamps	1
roadways	4
exterior, roadways	4
Shoe-Box, with one (1) 150W high-pressure sodium lamp	4
<b>Grand Total</b>	<b>229</b>

Table 2: Lighting Survey by Room

Building or Area Name	Room or Defined Place	Existing Control(s)	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	Storm lobby	un	Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	0.013	2
Main	computer classroom	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	14
Main	computer classroom, storage in	\$	Strip, with two (2) F32T8 lamps	0.058	2
Main	computer classroom, office across from	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	4
Main	office, front	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	4
Main	office, front, RR in	WS	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
Main	office, front, closet in	WS	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
Main	arts and crafts	\$	Recessed Troffer, with four (4) F32T8 lamps	0.112	8
Main	arts and crafts, closet in	WS	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	MRR	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	MRR, entry	un	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1
Main	MRR, closet	WS	Strip, with two (2) F32T8 lamps	0.058	1
Main	WRR	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	WRR, entry	\$	Strip, with two (2) F32T8 lamps	0.058	1
Main	WRR, entry	\$	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1
Main	Meeting Room	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	12
Main	Meeting Room, closets (2)	\$\$	Strip, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Existing Control(s)	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	Meeting Room, kitchen	\$	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	corridor	0	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	8
Main	concession stand	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	lobby	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	7
Main	stairs (both)	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	4
Main	elevator machinery	\$	Strip, with two (2) F32T8 lamps	0.058	1
Main	dance studio	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
Main	dance studio	\$	Recessed Troffer, with four (4) F32T8 lamps	0.112	11
Main	Racquetball #1	0	Recessed Troffer, with one (1) 400W metal halide lamp	0.458	6
Main	Racquetball #2	0	Recessed Troffer, with one (1) 400W metal halide lamp	0.458	6
Main	Gym floor	0	High-Bay, with four (4) 54W T5HO lamps	0.238	28
Main	Gym floor	0	Surface Box, with two (2) F34T12 lamps	0.073	4
Main	Gym floor	0	EXIT sign, with a LED light source	0.003	3
Main	weight room	\$	Recessed Troffer, with four (4) F32T8 lamps	0.112	7
Main	weight room, laundry in	\$	Strip, with two (2) F32T8 lamps	0.058	2
Main	Women Locker	un	Recessed Troffer, with four (4) F32T8 lamps	0.112	6
Main	Women Locker, showers in	un	Wraparound, with two (2) F34T12 lamps	0.073	6
Main	Coach office 1	WS	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	Coach office 2	CS	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	Coach office 3	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Main	Men Locker	un	Recessed Troffer, with four (4) F32T8 lamps	0.112	7
Main	Men Locker, showers	0	Wraparound, with two (2) F34T12 lamps	0.073	4
Main	Men Locker, janitor closet in	WS	Strip, with two (2) F32T8 lamps	0.058	1
Main	Locker room entry corridors	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
Exterior Main	exterior, walls	un	Wall-Pack, generic LED 25W estimated	0.025	8

Building or Area Name	Room or Defined Place	Existing Control(s)	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Exterior Main	exterior, entry soffit	un	Recessed Can or Ceiling Square, with one (1) 26W screw-in compact fluorescent lamp	0.116	2
roadways	exterior, roadways	un	Shoe-Box, with one (1) 150W high-pressure sodium lamp	0.185	4
ball field	exterior, ball field	0	Floodlight, with one (1) 1000W metal halide lamp	1.08	26
Main	lobby, trophy case	un	Strip, with one (1) F34T12 lamp	0.039	1

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	2675858010		
Month	kWh	Pk kW	Cost
Mar, 2013	-	-	\$ -
Apr. 2013	-	-	\$ -
May, 2013	-	-	\$ -
Jun, 2013	-	-	\$ -
Jul, 2013	-	-	\$ -
Aug, 2013	-	-	\$ -
Sept, 2013	-	-	\$ -
Oct, 2013	-	-	\$ -
Nov, 2013	-	-	\$ -
Dec, 2013	-	-	\$ -
Jan, 2013	-	-	\$ -
Feb, 2013	-	-	\$ -
<b>TOTALS</b>	-		<b>\$ -</b>

Accnt No.	5369895004		
Month	kWh	Pk kW	Cost
Mar, 2013	14,760	34	\$ 1,162
Apr. 2013	12,120	46	\$ 1,013
May, 2013	13,860	46	\$ 1,400
Jun, 2013	18,780	59	\$ 2,514
Jul, 2013	23,820	60	\$ 3,190
Aug, 2013	19,920	61	\$ 2,738
Sept, 2013	21,660	60	\$ 2,388
Oct, 2013	16,260	42	\$ 1,271
Nov, 2013	15,600	36	\$ 1,211
Dec, 2013	15,240	38	\$ 1,201
Jan, 2013	14,820	34	\$ 1,190
Feb, 2013	14,220	34	\$ 1,153
<b>TOTALS</b>	<b>201,060</b>		<b>\$ 20,431</b>

Table 2: Natural Gas Consumption Data

Month	Consumption (Therms)	Cost
Jan-12	0.0	Not Available
Feb-12	1,416.8	Not Available
Mar-12	943.2	Not Available
Apr-12	395.3	Not Available
May-12	409.5	Not Available
Jun-12	343.4	Not Available
Jul-12	351.2	Not Available
Aug-12	411.9	Not Available
Sep-12	371.7	Not Available
Oct-12	409.5	Not Available
Nov-12	358.9	Not Available
Dec-12	498.9	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

# Appendix 3 - Facility Floor Plans

Fig. First Floor Evacuation Plan

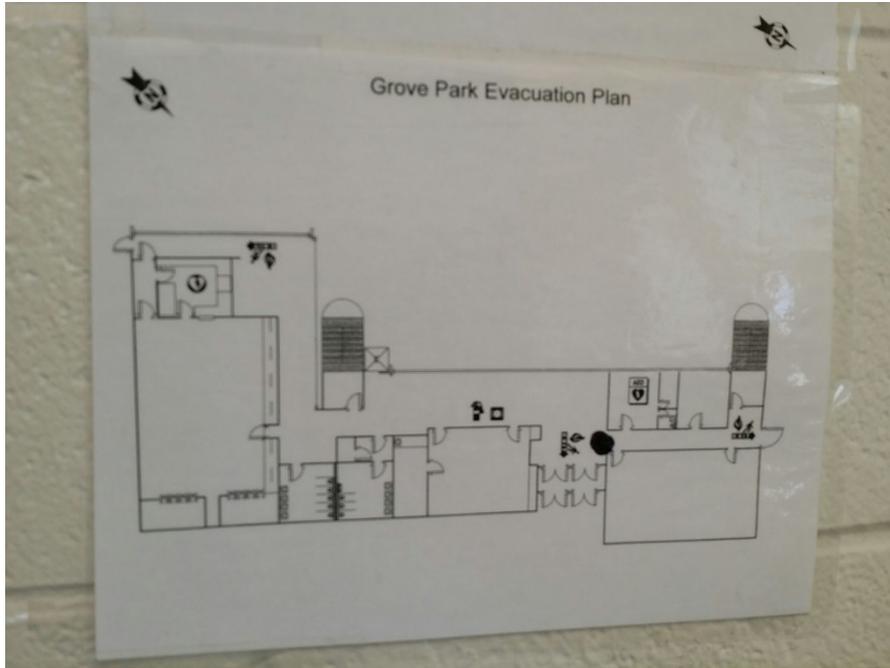
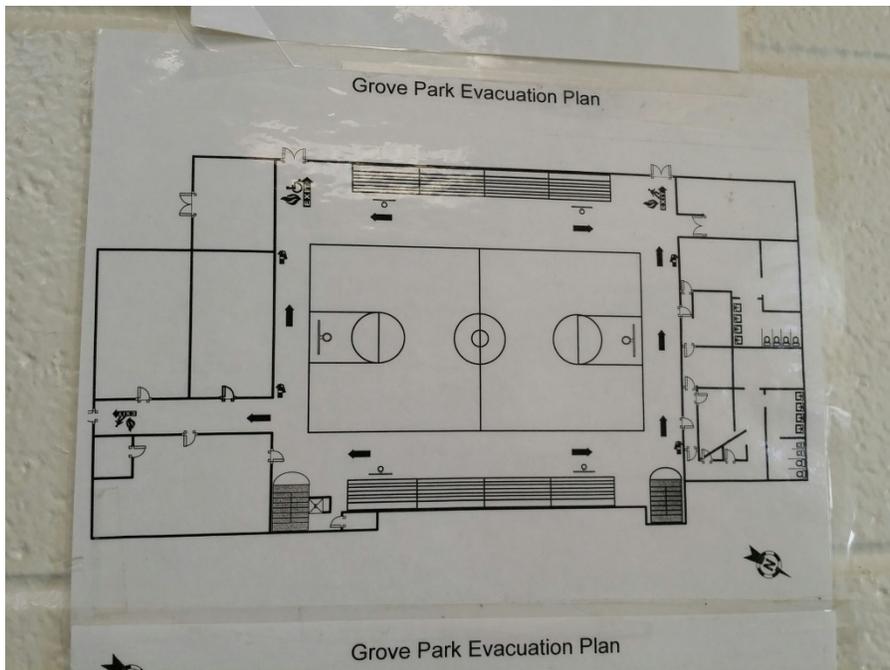


Fig. Basement Floor Evacuation Plan



# Facility Data to Include in ESPC RFP

## Georgia Hill Neighborhood Center

<b>Building Name</b>	Georgia Hill Neighborhood Center
<b>Building Function</b>	Multi-purpose Admin
<b>Building Area (Property Data)</b>	46,851
<b>Number of Floors</b>	3
<b>Year Built/ Major Renovations</b>	1974
<b>Building Occupancy</b>	Weekdays: 94 + Visitors
	Weekends/Holidays: 94 + Visitors
<b>Building Operational Hours</b>	Weekdays: Monday - Friday (8:15 AM - 9:00 PM)
	Weekends/Holidays: Saturday (9:30 AM - 6:00 PM), Sunday (Closed)



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/2/2014	9:00 AM

## General Building Description

The Georgia Hill Neighborhood Center was built in 1974. This building is a three (3) story, multi-purpose administrative and community building with multiple tenant offices, both private and public) on each level. The building tenant list is as follows as of the time of the audit:

- MRA'G Travel, Inc. (367)
- US Human Rights (330)

- Nicholas House, Inc. (323)
- National Black Men's Health Network (321)
- Southerners On New Ground (315)
- ECO Action (309)
- Blue Gryphon Security (308)
- Holcomb Insurance (307)
- #1 Xpress DUI School (305)
- Women's Employment Opportunity Project (213)
- National Domestic Workers Alliance (212)
- Hunton & Williams (211)
- Eastchester Family (206)
- Grief Therapeutic Network, Inc. (204)
- Georgia Women's Act for New Direction (202)
- EEI (203)
- United Health and Behavioral Services (201)
- Urban Explorers Preschool (103)
- Library (101)

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Annual Consumption (Unit)	Annual Cost (\$)	Note
Electric	Y	Y	N	U	U	1
Natural Gas	Y	Y	N	U	U	2
Water	Y	Y	N	U	U	3
Sewer	Y	N	N	U	U	--

Note:

- 1: Meter cabinet locked
- 2: No meter number legible
- 3: Meter could not be found

## Building Envelope

The Georgia Hill Neighborhood Center is a three (3) story, multi-purpose facility. The exterior walls are comprised of a mixture of poured concrete, face brick, and CMU. The interior walls are gypsum board over metal framing, with batt insulation in the air gaps. The ceilings are suspended, 2x2 acoustical tile under plenum. The roof is insulated overlay over concrete decking. Windows and windowed-doors are single-pane with a mixture of tinting and blinds. Doors are a mixture of windowed, aluminum frame doors and metal, hollow-core service doors.



Fig. Facility Roof



Fig. Typical Facility Interior

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
3rd Floor	5L w/ Aerator	5S	2L	--
2nd Floor	7L w/ Aerator	6S	3L	--
1st Floor	5L w/ Aerator	5S	2L	--



Fig. Typical Facility Faucets



Fig. Typical Facility Toilet

# Lighting

**Fixtures:** The Georgia Hill Neighborhood Center has fluorescent lighting throughout. This lighting comprises mostly 2x4 recessed troffer fixtures set in T-bar ceilings. Most are 2x4 with T8 lamps and electronic ballasts.

The lobby lighting and much of the corridor lighting has been replaced with new fixtures providing indirect lighting. These fixtures are fitted with lamps in the T5 fluorescent family; they are driven with electronic ballasts.

Other fixtures include vanity fixtures in both 2ft and 3ft lengths. These are fitted with T5 lamps and magnetic ballasts; some open sockets with screw-in compact fluorescent lamps; and a single 2x2 recessed troffer in the elevator machinery room in the penthouse; and recessed ceiling squares fitted with incandescent lamps.

Exterior lighting is done mostly with metal halide (MH) wall pack fixtures, and pole-mounted shoe-box fixtures for the walkways.

**Controls:** Control of interior fixtures is done with standard wall toggle switches. The exterior lighting controls appear to be a mix of photocells and timers. This conclusion was reached because some – but not all – exterior fixtures were on at survey time, when it was sunny and bright, and well into normal daylight hours. Their operation was not a case of a timer not being re-set for daylight saving time.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	Bradford White	D100L1993N	U	Penthouse Mech Room	100	F	1, 2

Note:

- 1: Two eighty (80) gallon, Rheem storage tanks piped in series to water heater
- 2: Small Bell & Gossett DHW circulation pump present



Fig. Central DHW System



Fig. DHW Circulation Pump

# HVAC System Overall Description

This building has an approximately 220-ton, water-cooled York chiller and a natural gas hot water boiler that supply chilled water and heating hot water to air handlers and heating hot water to VAV boxes on each floor. These units are monitored and controlled by the Johnson Controls Metasys system off-site. According to facility personnel, there are currently no active resets on either medium. There is one AHU per floor the serve DDC VAV(R) boxes in each zone, and one fresh-air AHU that supplies the entire building. These units are monitored and controlled by DDC thermostats in each space. Each AHU is equipped with pneumatic dampers and CHW / HHW valves; however, all fans are variable speed and direct digital control. According to facility personnel, there are currently no active setbacks on these units. Zone setpoints are monitored and maintained off-site.

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	Mixture of DDC and Pneumatics	
<b>Programmable Thermostats (Y/N)</b>	Y	
<b>Mfr./Vendor</b>	Johnson Controls	
<b>Connected to Facility-wide EMCS (Y/N)</b>	Y	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: Varies
	Weekends/Holidays: N	Weekends/Holidays: Varies
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N	



Fig. DDC VAV (R) Thermostat



Fig. Control Air Compressor

# Chilled Water System (Including Pumping)

Chiller Data									
Tag	Yr	Mfr.	Model	Type	Compressor Type	Capacity (Tons)	Location/Area Served	Condition (G/F/P)	Note
CH1	U	York	YTGOA1B1-CFH	Water-Cooled	Centrifugal	220	Penthouse / Entire Facility	Fair	1

Chilled Water System Pump Data									
Tag	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft.)	Condition (G/F/P)	Note	
CWP 1	Marathon Electric	TW213MD04625ANX	7.5	Constant	U	U	Fair	2	
CHWRP 1	U.S. Electrical Motors	E805A	7.5	Constant	U	U	Fair	2	

Note:

- 1: Constant speed
- 2: Nameplate mostly illegible



Fig. Chiller 1 Cooling Tower



Fig. Chiller 1

## Heating Hot Water System (Including Pumping)

Boiler/Heat Exchanger Data									
Tag	Yr	Mfr.	Model	Type	Fuel	Control	Areas Served	Condition (G/F/P)	Note
BLR-01	U	Peerless	210-9-V-W-G	Cast Iron	Natural Gas	DDC	Penthouse / Entire Facility	Fair	--

Heating Water System Pump Motor Data									
Tag	Yr	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft)	Condition (G/F/P)	Note
HHWP 1	U	GE Motors	5KE182AC205	3	Constant	U	U	Fair	1

Note:

1: Nameplate illegible



Fig. BLR-01

## Air-Handling Systems

Air Handling Units								
Tag	Year	Mfr.	Model	Type	Cooling	Heating	Condition (G/F/P)	Notes
F-P-C5	U	Trane	T-17	Fresh Air Unit	N/A	N/A	Fair	1
AHU 3	U	Trane	M-25	Multi-zone	CHW	HHW	Fair	--
AHU 2	U	Trane	M-25	Multi-zone	CHW	HHW	Fair	--
AHU 1	U	Trane	M-25	Multi-zone	CHW	HHW	Fair	--

Air Handling Units Fan Motors								
AHU Tag	Supply Fan Motor				Return Fan Motor			Notes
	HP	Efficiency	Control Type	VFD?	HP	Control Type	VFD?	
F-P-C5	5	U	Electric	No	N/A	N/A	N/A	N/A
AHU 3	25	94.1	DDC	Yes	N/A	N/A	N/A	N/A
AHU 2	25	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 1	25	94.1	DDC	Yes	N/A	N/A	N/A	N/A

Note:

- 1: Does not run often according to facility personnel



Fig. AHU F-P-C5



Fig. AHU 2 Supply

# Direct Expansion Systems

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
Elevator CU	Roof	2006	Elevator AHU	Sanyo	C2472	Cooling Only	1	Fair	--



Fig. Elevator DX Unit

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

Room Name	Fixture Type	Fixture Total
<b>AHU</b>		<b>3</b>
	<b>Plain lamp base</b>	<b>3</b>
	126cfsi	3
<b>closet</b>		<b>1</b>
	<b>Plain lamp base</b>	<b>1</b>
	160i	1
<b>conf room</b>		<b>12</b>
	<b>Recessed Troffer</b>	<b>12</b>
	232	12
<b>corridor</b>		<b>45</b>
	<b>Recessed Troffer</b>	<b>44</b>
	232	14
	254t5ho	30
	<b>EXIT sign</b>	<b>1</b>
	220	1
<b>day care kitchen</b>		<b>6</b>
	<b>Recessed Troffer</b>	<b>6</b>
	232	6
<b>day care kitchen, pantry in</b>		<b>2</b>
	<b>Recessed Troffer</b>	<b>2</b>
	232	2
<b>day care, classroom</b>		<b>46</b>
	<b>Recessed Troffer</b>	<b>46</b>
	232	46
<b>day care, laundry</b>		<b>1</b>
	<b>Recessed Troffer</b>	<b>1</b>
	232	1
<b>day care, nursery in</b>		<b>12</b>
	<b>Recessed Troffer</b>	<b>12</b>
	232	12
<b>day care, small room</b>		<b>10</b>
	<b>Recessed Troffer</b>	<b>10</b>
	232	10
<b>day care, storage</b>		<b>1</b>
	<b>Recessed Troffer</b>	<b>1</b>
	432	1
<b>electrical</b>		<b>2</b>
	<b>Porcelain "Hat"</b>	<b>2</b>
	126cfsi	2
<b>elevator machinery</b>		<b>1</b>
	<b>Recessed Troffer</b>	<b>1</b>
	232u	1
<b>fax</b>		<b>0</b>

Room Name	Fixture Type	Fixture Total
	<b>Plain lamp base</b>	<b>0</b>
	113cfsi	0
<b>front entry</b>		<b>3</b>
	<b>Drum</b>	<b>3</b>
	132C	3
<b>front walk</b>		<b>4</b>
	<b>Shoe Bo</b>	<b>4</b>
	400mh	4
<b>janitor closet</b>		<b>2</b>
	<b>Recessed Troffer</b>	<b>2</b>
	232	2
<b>kitchen</b>		<b>12</b>
	<b>Recessed Troffer</b>	<b>12</b>
	232	12
<b>library</b>		<b>55</b>
	<b>Recessed Troffer</b>	<b>53</b>
	232	53
	<b>EXIT sign</b>	<b>2</b>
	220	2
<b>library storage</b>		<b>1</b>
	<b>Recessed Troffer</b>	<b>1</b>
	232	1
<b>lobby</b>		<b>10</b>
	<b>Recessed Troffer</b>	<b>10</b>
	254t5ho	10
<b>mechanical</b>		<b>11</b>
	<b>Plain lamp base</b>	<b>9</b>
	126cfsi	9
	<b>Strip</b>	<b>2</b>
	232	2
<b>multipurpose room</b>		<b>30</b>
	<b>Recessed Troffer</b>	<b>30</b>
	232	30
<b>office</b>		<b>184</b>
	<b>Recessed Ceiling Can</b>	<b>4</b>
	1100i	4
	<b>Recessed Troffer</b>	<b>180</b>
	232	172
	432	8
<b>offie</b>		<b>8</b>
	<b>Recessed Troffer</b>	<b>8</b>
	232	8
<b>open office</b>		<b>57</b>
	<b>Recessed Troffer</b>	<b>55</b>
	232	43
	254t5ho	12
	<b>EXIT sign</b>	<b>2</b>
	220	2

Room Name	Fixture Type	Fixture Total
<b>parking lot</b>		<b>6</b>
<b>Shoe Bo</b>		<b>6</b>
400mh		6
<b>perimeter walkways</b>		<b>6</b>
<b>Shoe Bo</b>		<b>6</b>
400mh		6
<b>phone punchdown</b>		<b>2</b>
<b>Plain lamp base</b>		<b>1</b>
1100i		1
<b>Recessed Troffer</b>		<b>1</b>
232		1
<b>reception</b>		<b>13</b>
<b>Recessed Troffer</b>		<b>13</b>
232		11
254t5ho		2
<b>RRs</b>		<b>25</b>
<b>Recessed Troffer</b>		<b>14</b>
232		14
<b>Vanity</b>		<b>11</b>
213cfm		2
214t5		5
221t5		4
<b>school</b>		<b>8</b>
<b>Recessed Troffer</b>		<b>8</b>
232		8
<b>stairs</b>		<b>12</b>
<b>Surface Box</b>		<b>8</b>
232		8
<b>Recessed Troffer</b>		<b>4</b>
232		4
<b>storage</b>		<b>1</b>
<b>Plain lamp base</b>		<b>1</b>
126cfsi		1
<b>storage</b>		<b>1</b>
<b>Plain lamp base</b>		<b>1</b>
126cfsi		1
<b>storage closet</b>		<b>2</b>
<b>Recessed Troffer</b>		<b>2</b>
232		2
<b>storm lobby</b>		<b>2</b>
<b>Recessed Troffer</b>		<b>2</b>
254t5ho		2
<b>toilet</b>		<b>1</b>
<b>Recessed Troffer</b>		<b>1</b>
232		1
<b>Exterior Walls</b>		<b>8</b>
<b>Drum</b>		<b>1</b>
150hps		1

Room Name	Fixture Type	Fixture Total
	<b>Wall Pack</b>	<b>7</b>
	400mh	7
	<b>Weed &amp; Seed small office</b>	<b>3</b>
	<b>Recessed Ceiling Can</b>	<b>3</b>
	1100i	3

Table 2: Lighting Survey by Room

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
storm lobby	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	2
lobby	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	10
corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	6
corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
102 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
corridor	EXIT sign, with two (2) F20T12 lamps	0.051	1
mechanical	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	9
mechanical	Strip, with two (2) F32T8 lamps	0.058	2
elevator machinery	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1
315 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
316 multipurpose room	Recessed Troffer, with two (2) F32T8 lamps	0.058	30
315 storage closets in (2)	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
kitchen	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
305 school	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
305 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
305 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
307 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
308 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	21
309 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
310 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
311 open office	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	12
368 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
321 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
323 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
W&S Weed & Seed small office	Recessed Can or Ceiling Square, with one (1) 100W incandescent lamp	0.1	1
W&S Weed & Seed small office	Recessed Can or Ceiling Square, with one (1) 100W incandescent lamp	0.1	1
W&S Weed & Seed small office	Recessed Can or Ceiling Square, with one (1) 100W incandescent lamp	0.1	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
W&S RRs	Vanity, with two (2) 13W PL CF lamps, magnetic ballast(s)	0.032	2
W&S storage	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	1

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
350 reception	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	2
350 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
350 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
350 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
350 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 reception	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
330 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
363 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
363 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
367 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
367 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
367 office	Recessed Can or Ceiling Square, with one (1) 100W incandescent lamp	0.1	4
367 fax	Generic 1-lamp incand fixture see comment, with one (1) 13W screw-in compact fluorescent lamp	0.013	1
367 toilet	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
RRs	Vanity, with two (2) 14W T5 lamps	0.035	1
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Vanity, with two (2) 21W T5 lamps	0.048	1
closet	Generic 1-lamp incand fixture see comment, with one (1) 60W incandescent lamp	0.06	1
AHU	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	1
corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	10
201 reception	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
201 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
201 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
201 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	11
202 kitchen	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
AHU	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	1
303 reception	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
303 corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
303 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
303 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
303 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	13
307 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
307 storage across from	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	1
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Vanity, with two (2) 14W T5 lamps	0.035	1
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Vanity, with two (2) 21W T5 lamps	0.048	1
205 reception	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
206 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	16
206 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
206 kitchen	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
206 conf room	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
206 RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
206 RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
206 open office	EXIT sign, with two (2) F20T12 lamps	0.051	1
202 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
202 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
202 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
202 open office	EXIT sign, with two (2) F20T12 lamps	0.051	1
janitor closet	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
AHU	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	1
209 conf room	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
209 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
phone punchdown	Generic 1-lamp incand fixture see comment, with one (1) 100W incandescent lamp	0.1	1
211 office	Recessed Troffer, with four (4) F32T8 lamps	0.112	4

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
212 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
stairs	Surface Box, with two (2) F32T8 lamps	0.058	4
stairs	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
stairs	Surface Box, with two (2) F32T8 lamps	0.058	4
stairs	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
1C phone punchdown	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
1D electrical	Porcelain Metal Reflector, with one (1) 26W screw-in compact fluorescent lamp	0.116	2
library	Recessed Troffer, with two (2) F32T8 lamps	0.058	53
library	EXIT sign, with two (2) F20T12 lamps	0.051	2
office	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Vanity, with two (2) 21W T5 lamps	0.048	1
library storage	Recessed Troffer, with two (2) F32T8 lamps	0.058	1

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
office	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
103 day care kitchen	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
103 day care kitchen, pantry in	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
103 day care, small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
103 day care, small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
103 day care, small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
103 day care, small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
103 day care, small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
103 day care, small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
103 corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
103 corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	1
103 day care, classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	46
103 day care, storage	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
103 RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
103 RRs	Vanity, with two (2) 14W T5 lamps	0.035	2
103 day care, laundry	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
103 day care, nursery in	Recessed Troffer, with two (2) F32T8 lamps	0.058	12
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Vanity, with two (2) 14W T5 lamps	0.035	1
RRs	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
RRs	Vanity, with two (2) 21W T5 lamps	0.048	1
front entry	Surface Canopy or Drum, with one (1) 32W Circline T9 lamp	0.032	3
front walk	Shoe-Box, with one (1) 400W metal halide lamp	0.458	4
walls	Wall-Pack, with one (1) 400W metal halide lamp	0.458	7

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
walls	Surface Canopy or Drum, with one (1) 150W high-pressure sodium lamp	0.185	1
perimeter walkways	Shoe-Box, with one (1) 400W metal halide lamp	0.458	6
parking lot	Shoe-Box, with one (1) 400W metal halide lamp	0.458	6

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data (Not Yet Available)

MONTH	RATE [\$/kWh]	DEMAND CHARGE [\$/kW]	TOTAL CONSUMPTION [kWh]	PEAK DEMAND [kW]	TOTAL CHARGES [\$]
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>Avg / Total:</b>					

Table 2: Natural Gas Consumption Data (Not Yet Available)

MONTH	RATE [\$/MMBTU]	TOTAL CONSUMPTION [MMBTU]	TOTAL CHARGES [\$]
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
<b>Avg / Total:</b>			

Table 3: Water / Sewer Consumption Data (Not Yet Available)

MONTH	BLENDED RATE [\$/KGAL]	TOTAL CONSUMPTION [KGAL]	TOTAL CHARGES [\$]
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
<b>Avg / Total:</b>			

# Appendix 3 - Facility Floor Plans

Fig. 1<sup>st</sup> Floor Plan



Fig. 2<sup>nd</sup> Floor Plan

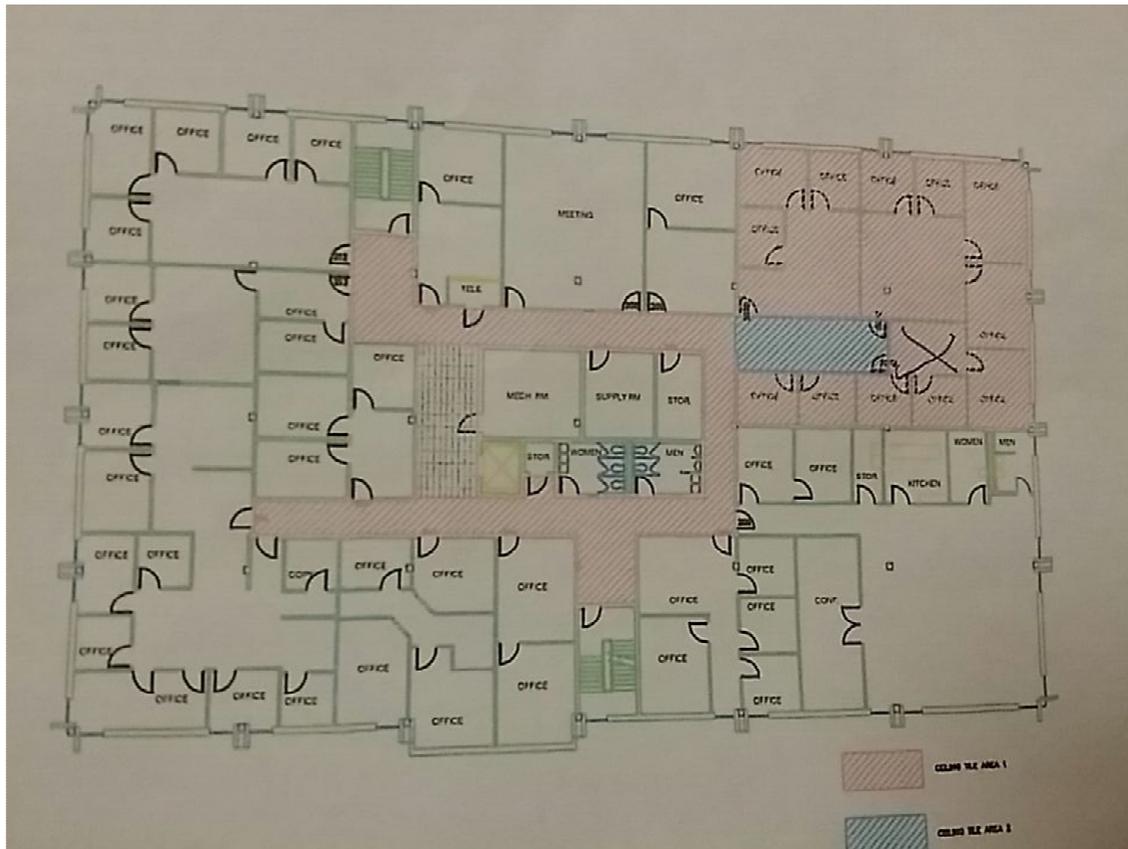
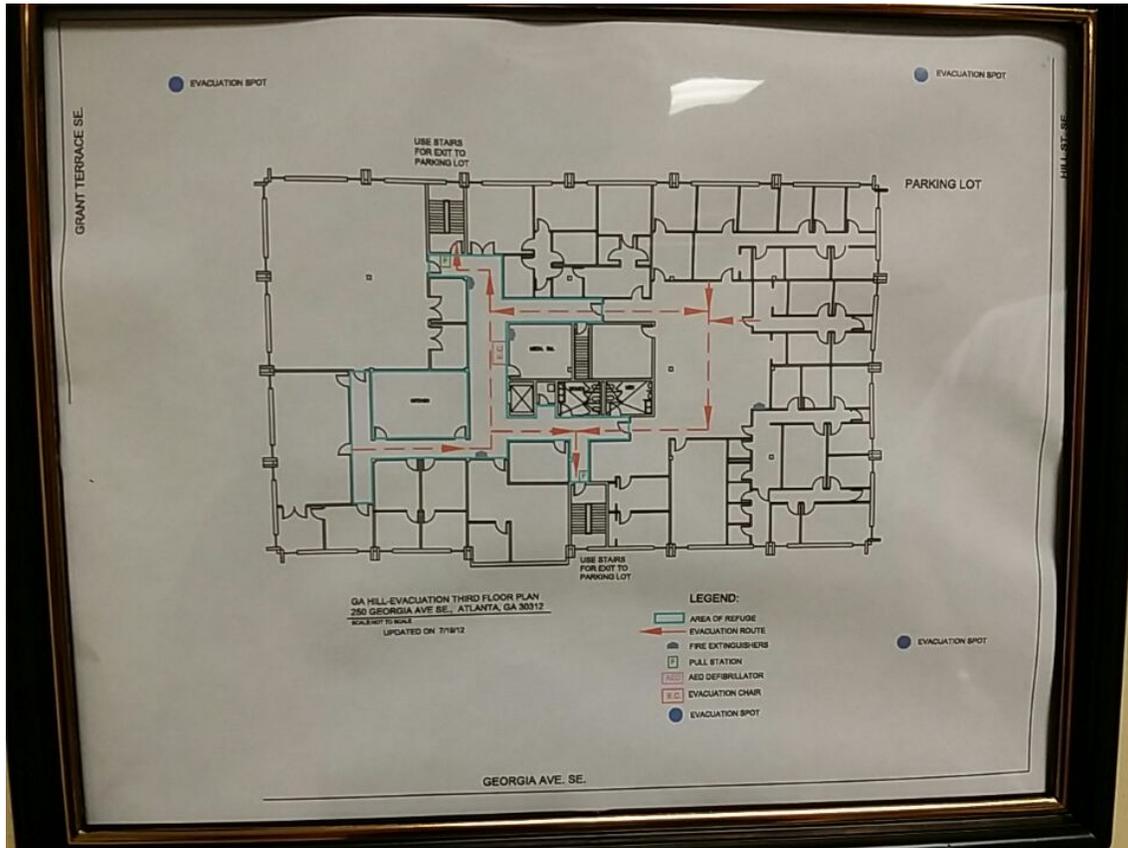


Fig. 3<sup>rd</sup> Floor Plan



# Facility Data to Include in ESPC RFP

## Dunbar Neighborhood Center

<b>Building Name</b>	Dunbar Neighborhood Center
<b>Building Function</b>	Multi-Purpose
<b>Building Area (Property Data)</b>	57,509
<b>Number of Floors</b>	3
<b>Year Built/ Major Renovations</b>	1975
<b>Building Occupancy</b>	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
<b>Building Operational Hours</b>	Weekdays: Varies
	Weekends/Holidays: Varies



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/6/2014	9:00 AM

## General Building Description

The Dunbar Neighborhood Center is a multi-purpose facility. It includes a full-size basketball gymnasium, administrative areas, tenant areas, etc. Building occupancy varies by day. Building hours are as follows:

- Monday through Friday: 8:15 AM - 9 PM
- Saturday: 9:30 AM - 5:30 PM

- Sunday: CLOSED

The building tenant list is as follows:

- The Center for Working Families (101)
- Chance for a Higher Level (205)
- Cyber Center (Day Room)
- Recreation (Gym - 212)
- Ropheka Rock Ministries (203)
- Annie E. Casey Foundation (304)
- Center for Black Women's Wellness (309)
- Home Care Associates (308 A&C)

The basketball gymnasium was recently completely refurbished.

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	3584171	--	--
Natural Gas	Y	Y	N	B3792477	--	1
Water	Y	U	N	--	--	--
Sewer	Y	U	N	--	--	--

Note:

- 1: Meter number partially painted over

## Building Envelope

The building is constructed of CMU with a face-brick overlay. The roof is flat, gravel-covered vinyl over insulated metal decking. The interior walls are a mixture of painted CMU and gypsum board over insulated metal framing. The interior roof is comprised of 2x2 acoustical tiles. There are a mixture of double pane and single pane windows.



Fig. First Floor Roof



Fig. Interior Ceiling

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
2nd Floor Men's	2 S Aerator	3 L	2 L	--
2nd Floor Women's	2 S Aerator	4 L	--	--
1st Floor Men's	2 S Aerator	3 L	2 L	--
1st Floor Women's	2 S Aerator	4 L	--	--
Basement Men's	1 L Aerator	1 L Auto	--	--
Basement Women's	1 L Aerator	1 L Auto	--	--
Basement Unisex	1 L Aerator	1 L Auto	--	--



Fig. Typical Toilet



Fig. Typical Faucet

## Lighting

**Fixtures:** The Dunbar Neighborhood Center has fluorescent lighting throughout. This lighting comprises mostly 2x4 recessed troffer fixtures set in T-bar ceilings. Most are 2x4 with T8 lamps and electronic ballasts. There are some T1 2 fixtures with magnetic ballasts; they appear to be ones overlooked in a previous retrofit program. They are found in places like janitor closets, machinery spaces, the receiving dock, and the high-ceilinged fixtures in the stairwells.

Other fixtures include vanity fixtures fitted with 13W PL compact fluorescent lamps and magnetic ballasts; 4-lamp T5HO high-bay fixtures for the basketball court; 2-lamp T5HO troffers fixtures mostly found in corridors, direct-indirect cable-suspended fixtures in some offices, and ceiling cans with pin-base compact fluorescent lamps driven with electronic ballasts.

Exterior fixtures comprise surface-mount canopy fixtures with 400W metal halide lamps; wall-pack fixtures with what are estimated to be 250W metal halide lamps; surface drum fixtures with what appear to be Circline® fluorescent lamps; and pole-mount shoe-box fixtures for the walkways.

**Controls:** Control of interior fixtures is done with standard wall toggle switches. Exterior lighting control is not known, but is likely one or two master photocells, or a timer.

# Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	Ventura	40 V 125	--	Basement Mech Room	125	F	--



Fig. Building DHW



Fig. DHW Circulation Pump

## HVAC System Overall Description

Building HVAC is comprised of several large DDC, CHW / HHW AHUs that serve VAV and VAV(R) boxes in each space. There is an air-cooled chiller present on the 1st floor roof that serves the entire building. There is a natural gas HHW boiler that serves the entire building. There are supplemental electric unit heaters present in the gymnasium. All units are controlled and monitored by the building Metasys system. The system is controlled from an off-site location. In order to change settings, occupants must contact city personnel. According to facility personnel, there are currently no active setbacks or temperature resets present in this facility.



Fig. Typical Thermostat



Fig. Metasys Controller

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC	
<b>Programmable Thermostats (Y/N)</b>	Y	
<b>Mfr./Vendor</b>	JCI	
<b>Connected to Facility-wide EMCS (Y/N)</b>	Y	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: Varies
	Weekends/Holidays: N	Weekends/Holidays: Varies
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N	

# Chilled Water System (Including Pumping)

Chiller Data									
Tag	Yr	Mfr.	Model	Type	Compressor Type	Capacity (Tons)	Location/Area Served	Condition (G/F/P)	Note
CH-1	--	TRANE	RTAA1304YT01A300BDF6KMN	Air-Cooled	--	--	1st Floor Roof / Entire Building	F	1

Chilled Water System Pump Data								
Tag	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft.)	Condition (G/F/P)	Note
CHWSP (AHU 6A)	Bell & Gossett	185011	5	Constant	--	--	F	2

Note:

- 1: Facility personnel was unsure of chiller tonnage
- 2: Located in Mechanical Room C



Fig. Air-Cooled Chiller



Fig. CHWSP (AHU 6A)

# Heating Hot Water System (Including Pumping)

Boiler/Heat Exchanger Data									
Tag	Yr	Mfr.	Model	Type	Fuel	Control	Areas Served	Condition (G/F/P)	Note
HHWB-1	--	Raypak	H3-3001	Packaged	Natural Gas	DDC	Penthouse Mech Room / Entire Building	F	--

Heating Water System Pump Motor Data									
Tag	Yr	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft)	Condition (G/F/P)	Note
HHWP-1	--	Taco	VI400B	5	Constant	120	--	F	--
HHWP-2	--	Taco	--	5	Constant	120	--	F	1

Note:

- 1: No discernable pump nameplate



Fig. Natural Gas HHW Boiler



Fig. HHW Booster Pump

# Air-Handling Systems

Air Handling Units								
Tag	Year	Mfr.	Model	Type	Cooling	Heating	Condition (G/F/P)	Notes
AHU 4	--	Carrier	--	VAV(R)	CHW	HHW	F	1
AHU 6A	--	Carrier	33BA1101UB10--M	VAV(R)	CHW	None	F	--
AHU 2	--	Carrier	39BA1201UB10--M	VAV(R)	CHW	None	F	1
AHU 1	--	Carrier	--	VAV(R)	CHW	None	F	--

Air Handling Units Fan Motors								
AHU Tag	Supply Fan Motor				Return Fan Motor			Notes
	HP	Efficiency	Control Type	VFD?	HP	Control Type	VFD?	
AHU 4	--	--	DDC	Y	N/A	N/A	N/A	1
AHU 6A	15	91	DDC	Y	N/A	N/A	N/A	--
AHU 2	20	93	DDC	Y	N/A	N/A	N/A	--
AHU 1	--	--	DDC	Y	N/A	N/A	N/A	1

Note:

- 1: Tag not accessible



Fig. AHU 6A Supply Fan VFD



Fig. AHU 2 Supply Duct

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

<b>Building or Area</b>	<b>Qty</b>
<b>Room or Defined Place</b>	
<b>Fixture Description</b>	
Exterior	73
boiler room driveway	
Cobra-Head, with one (1) 400W high-pressure sodium lamp	1
by boiler room	
Wall-Pack, with one (1) 175W metal halide lamp	3
entries	
Surface Canopy or Drum, with one (1) 150W high-pressure sodium lamp	2
entry by basement office	
Surface Box, with one (1) 400W metal halide lamp	1
entryways	
Surface Box, with one (1) 400W metal halide lamp	15
Surface Canopy or Drum, with one (1) 30W Circline T9 lamp	10
Wall Sconce, with one (1) 13W PL CF lamp	4
parking	
Cobra-Head, with one (1) 400W high-pressure sodium lamp	6
roof	
Jelly Jar, with one (1) 100W incandescent lamp	1
soffit 24 ft up	
Recessed Can or Ceiling Square, with one (1) 150W incandescent lamp	5
Surface Box, with one (1) 400W metal halide lamp	5
walkways	
Shoe-Box, with one (1) 100W metal halide lamp	15
walls	
Wall-Pack, with one (1) 250W high-pressure sodium lamp	5
Gym	75
gym floor	
High-Bay, with four (4) 54W T5HO lamps	24
Landing	
Recessed Troffer, with three (3) F32T8 lamps	8
men rr	
Wraparound, with two (2) F32T8 lamps	4
men shower	
Vapor-Tight, with two (2) F32T8 lamps	2
seating area	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	14
Recessed Troffer, with three (3) F32T8 lamps	15
stairs to landing	
Recessed Troffer, with three (3) F32T8 lamps	2
women rr	
Wraparound, with two (2) F32T8 lamps	4

Building or Area	Qty
women shower	
Vapor-Tight, with two (2) F32T8 lamps	2
main	722
corridor	
Recessed Troffer, with two (2) 54W T5HO lamps	134
Recessed Troffer, with two (2) F17T8 lamps	1
Track Light, with one (1) 50W R or PAR halogen flood	4
corridor by stairs adj elevator	
Recessed Troffer, with two (2) F32T8 lamps	5
East stairs	
Recessed Troffer, with four (4) F32T8 lamps	1
Recessed Troffer, with four (4) F34T12 lamps	4
Recessed Troffer, with two (2) F32T8 lamps	3
elevator lobby	
Recessed Troffer, with four (4) F32T8 lamps	8
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
elevator machinery	
Industrial Strip, with two (2) F34T12 lamps	1
jan storage 1	
Recessed Troffer, with two (2) F34T12 lamps	2
jan storage 2	
Recessed Troffer, with two (2) F34T12 lamps	1
janitor closet	
Recessed Troffer, with two (2) F34T12 lamps	2
kitchen	
Recessed Troffer, with two (2) 54W T5HO lamps	3
lobby	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	20
Recessed Troffer, with two (2) 54W T5HO lamps	13
lobby, corridor by	
Recessed Troffer, with four (4) F32T8 lamps	8
mechanical	
Industrial Strip, with two (2) F34T12 lamps	8
Recessed Troffer, with two (2) F34T12 lamps	1
mrr	
Recessed Troffer, with two (2) F32T8 lamps	2
Vanity, with two (2) F32T8 lamps	1
receiving dock	
Industrial Strip, with two (2) F34T12 lamps	3
RRs (2)	
Vanity, with two (2) 13W PL CF lamps, magnetic ballast(s)	2
storm lobby	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	6
West Stairs	
Recessed Troffer, with four (4) F34T12 lamps	4
Recessed Troffer, with two (2) F32T8 lamps	3
wrr	

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with four (4) F32T8 lamps	2
Recessed Troffer, with two (2) F32T8 lamps	2
Vanity, with two (2) F32T8 lamps	2
101 prep	
Recessed Troffer, with four (4) F32T8 lamps	8
102 MPR	
Recessed Troffer, with four (4) F32T8 lamps	16
103 hub room in	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	2
103 office	
Recessed Troffer, with four (4) F32T8 lamps	2
104 computer lab	
Recessed Troffer, with four (4) F32T8 lamps	12
105 lounge	
Recessed Troffer, with four (4) F32T8 lamps	8
202A office	
Recessed Troffer, with two (2) F32T8 lamps	4
202B office	
Recessed Troffer, with two (2) F32T8 lamps	4
203 computer lab	
Recessed Troffer, with two (2) F32T8 lamps	6
203 four offices of 2 fixt ea	
Recessed Troffer, with two (2) F32T8 lamps	8
203 open office	
Recessed Troffer, with two (2) F17T8 lamps	2
Recessed Troffer, with two (2) F32T8 lamps	9
204 classroom	
Recessed Troffer, with two (2) F32T8 lamps	10
204 food bank	
Recessed Troffer, with two (2) F32T8 lamps	4
204 office	
Recessed Troffer, with two (2) F32T8 lamps	5
204 open office	
Recessed Troffer, with two (2) F32T8 lamps	5
204A classroom	
Recessed Troffer, with two (2) F32T8 lamps	16
205 office	
Recessed Troffer, with two (2) F32T8 lamps	6
206 office	
Recessed Troffer, with two (2) F32T8 lamps	6
206 test room in	
Recessed Troffer, with four (4) F34T12 lamps	1
207 conf room	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	14
Recessed Troffer, with two (2) 14W T5 lamps	10
207 kitchen by	
Recessed Troffer, with two (2) F32T8 lamps	4

Building or Area	Qty
207 storage by	
Industrial Strip, with two (2) F32T8 lamps	4
Recessed Troffer, with four (4) F32T8 lamps	1
209 office	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	8
Recessed Troffer, with two (2) 14W T5 lamps	2
211 corridor by	
Recessed Troffer, with two (2) F32T8 lamps	2
211 office	
Recessed Troffer, with two (2) F32T8 lamps	4
211 storage by	
Recessed Troffer, with two (2) F32T8 lamps	2
213 office	
Recessed Troffer, with two (2) F32T8 lamps	4
213 storage by	
Recessed Troffer, with two (2) F32T8 lamps	2
302 conf room	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	8
Recessed Troffer, with two (2) 14W T5 lamps	9
304 break	
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	4
304 offices w/2 ea (3)	
Direct-Indirect, with four (4) 54W T5HO lamps	6
Direct-Indirect, with two (2) 54W T5HO lamps	6
304 open office	
Direct-Indirect, with four (4) 54W T5HO lamps	4
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	12
304 photocopy	
Recessed Troffer, with three (3) F32T8 lamps	9
305 meeting room	
Recessed Troffer, with four (4) F32T8 lamps	1
Recessed Troffer, with two (2) F32T8 lamps	5
305 office	
Recessed Troffer, with two (2) F32T8 lamps	5
305 offices w/2 ea (3)	
Recessed Troffer, with two (2) F32T8 lamps	6
305 open office	
Recessed Troffer, with two (2) F32T8 lamps	10
306A break	
Recessed Troffer, with two (2) 54W T5HO lamps	5
308 file room	
Recessed Troffer, with two (2) F34T12 lamps	1
308 office w/ 2 fixt (3)	
Recessed Troffer, with two (2) F32T8 lamps	6
308 open office	
Recessed Troffer, with two (2) F32T8 lamps	6
309 exam room	

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with two (2) F32T8 lamps 309 file room	6
Recessed Troffer, with four (4) F32T8 lamps 309 office	1
Recessed Troffer, with two (2) F32T8 lamps 309 photocopy	49
Recessed Troffer, with two (2) F32T8 lamps 309 private office in	2
Recessed Troffer, with two (2) F32T8 lamps ABBL area behind button lock	4
Recessed Troffer, with two (2) 54W T5HO lamps ABBL corridors	7
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp ABBL meeting room	8
Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	7
Recessed Troffer, with two (2) 54W T5HO lamps ABBL offices with 1 fixt ea	9
Recessed Troffer, with two (2) 54W T5HO lamps ABBL offices with 2 fixt ea	12
Recessed Troffer, with two (2) 54W T5HO lamps ABBL open office	10
Recessed Troffer, with two (2) 54W T5HO lamps ABBL RRs 1 ea Vanity 2 13w CF	20
Vanity, with two (2) 13W PL CF lamps, magnetic ballast(s)	4
OSBE off	
Recessed Troffer, with two (2) F32T8 lamps OSBE office	8
Recessed Troffer, with two (2) F32T8 lamps OSBE office suite by elev	16
Recessed Troffer, with two (2) F17T8 lamps	2
Recessed Troffer, with two (2) F32T8 lamps	16
<b>Grand Total</b>	<b>870</b>

Table 2: Lighting Survey by Room

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Exterior	parking	Cobra-Head, with one (1) 400W high-pressure sodium lamp	0.464	6
Exterior	walkways	Shoe-Box, with one (1) 100W metal halide lamp	0.13	11
Exterior	walkways	Shoe-Box, with one (1) 100W metal halide lamp	0.13	4
Exterior	entryways	Surface Canopy or Drum, with one (1) 30W Circline T9 lamp	0.032	10
Exterior	entryways	Wall Sconce, with one (1) 13W PL CF lamp	0.013	4
Exterior	walls	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	5
Exterior	entries	Surface Canopy or Drum, with one (1) 150W high-pressure sodium lamp	0.185	2
Exterior	entry by basement office	Surface Box, with one (1) 400W metal halide lamp	0.458	1
Exterior	soffit 24 ft up	Surface Box, with one (1) 400W metal halide lamp	0.458	5
Exterior	soffit 24 ft up	Recessed Can or Ceiling Square, with one (1) 150W incandescent lamp	0.15	5
Exterior	by boiler room	Wall-Pack, with one (1) 175W metal halide lamp	0.21	3
Exterior	boiler room driveway	Cobra-Head, with one (1) 400W high-pressure sodium lamp	0.464	1
Exterior	entryways	Surface Box, with one (1) 400W metal halide lamp	0.458	15
Exterior	roof	Jelly Jar, with one (1) 100W incandescent lamp	0.1	1
Gym	gym floor	High-Bay, with four (4) 54W T5HO lamps	0.238	24
Gym	stairs to landing	Recessed Troffer, with three (3) F32T8 lamps	0.088	2
Gym	Landing	Recessed Troffer, with three (3) F32T8 lamps	0.088	3
Gym	Landing	Recessed Troffer, with three (3) F32T8 lamps	0.088	5
Gym	men rr	Wraparound, with two (2) F32T8 lamps	0.058	4
Gym	men shower	Vapor-Tight, with two (2) F32T8 lamps	0.058	2
Gym	women rr	Wraparound, with two (2) F32T8 lamps	0.058	4

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Gym	women shower	Vapor-Tight, with two (2) F32T8 lamps	0.058	2
Gym	seating area	Recessed Troffer, with three (3) F32T8 lamps	0.088	3
Gym	seating area	Recessed Troffer, with three (3) F32T8 lamps	0.088	12
Gym	seating area	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	14
main	storm lobby	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	6
main	lobby	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	20
main	lobby	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	13
main	lobby, corridor by	Recessed Troffer, with four (4) F32T8 lamps	0.112	8
main	213 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	213 storage by	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	211 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	211 storage by	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	211 corridor by	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	209 office	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	8
main	209 office	Recessed Troffer, with two (2) 14W T5 lamps	0.035	2
main	101 prep	Recessed Troffer, with four (4) F32T8 lamps	0.112	8
main	102 MPR	Recessed Troffer, with four (4) F32T8 lamps	0.112	16
main	103 office	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
main	103 hub room in	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	2
main	104 computer lab	Recessed Troffer, with four (4) F32T8 lamps	0.112	12
main	105 lounge	Recessed Troffer, with four (4) F32T8 lamps	0.112	8
main	corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	4
main	corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	10
main	elevator lobby	Recessed Troffer, with four (4) F32T8 lamps	0.112	8

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
main	elevator lobby	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1
main	corridor by stairs adj elevator	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
main	203 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	9
main	203 open office	Recessed Troffer, with two (2) F17T8 lamps	0.031	2
main	203 computer lab	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
main	203 four offices of 2 fixt ea	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
main	204A classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	16
main	204 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
main	204 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
main	204 food bank	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	204 classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	204 classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	204 classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	205 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
main	206 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
main	206 test room in	Recessed Troffer, with four (4) F34T12 lamps	0.146	1
main	207 conf room	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	5
main	207 conf room	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	9
main	207 conf room	Recessed Troffer, with two (2) 14W T5 lamps	0.035	10
main	207 kitchen by	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
main	207 kitchen by	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
main	207 storage by	Industrial Strip, with two (2) F32T8 lamps	0.058	4
main	207 storage by	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
main	corridor	Track Light, with one (1) 50W R or PAR halogen flood	0.05	4

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
main	janitor closet	Recessed Troffer, with two (2) F34T12 lamps	0.073	1
main	mechanical	Recessed Troffer, with two (2) F34T12 lamps	0.073	1
main	corridor	Recessed Troffer, with two (2) F17T8 lamps	0.031	1
main	202B office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	mrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	mrr	Vanity, with two (2) F32T8 lamps	0.058	1
main	wrr	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
main	wrr	Vanity, with two (2) F32T8 lamps	0.058	1
main	202A office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	East stairs	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
main	East stairs	Recessed Troffer, with four (4) F34T12 lamps	0.146	4
main	elevator machinery	Industrial Strip, with two (2) F34T12 lamps	0.073	1
main	jan storage 1	Recessed Troffer, with two (2) F34T12 lamps	0.073	2
main	jan storage 2	Recessed Troffer, with two (2) F34T12 lamps	0.073	1
main	RRs (2)	Vanity, with two (2) 13W PL CF lamps, magnetic ballast(s)	0.032	2
main	kitchen	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	3
main	ABBL area behind button lock	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	7
main	ABBL offices with 2 fixt ea	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	10
main	ABBL offices with 1 fixt ea	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	12
main	ABBL corridors	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	8
main	ABBL RRs 1 ea Vanity 2 13w CF	Vanity, with two (2) 13W PL CF lamps, magnetic ballast(s)	0.032	4
main	ABBL meeting room	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	7
main	ABBL meeting room	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	9
main	ABBL open office	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	20
main	mechanical	Industrial Strip, with two (2) F34T12 lamps	0.073	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
main	mechanical	Industrial Strip, with two (2) F34T12 lamps	0.073	2
main	receiving dock	Industrial Strip, with two (2) F34T12 lamps	0.073	3
main	East stairs	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
main	OSBE office suite by elev	Recessed Troffer, with two (2) F17T8 lamps	0.031	2
main	OSBE office suite by elev	Recessed Troffer, with two (2) F32T8 lamps	0.058	16
main	OSBE office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	OSBE office	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
main	OSBE office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	OSBE office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	OSBE off	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
main	corridor	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	120
main	janitor closet	Recessed Troffer, with two (2) F34T12 lamps	0.073	1
main	mechanical	Industrial Strip, with two (2) F34T12 lamps	0.073	4
main	309 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	49
main	309 photocopy	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	309 private office in	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	309 exam room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
main	309 exam room	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
main	309 file room	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
main	308 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
main	308 office w/ 2 fixt (3)	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
main	308 file room	Recessed Troffer, with two (2) F34T12 lamps	0.073	1
main	WRR	Vanity, with two (2) F32T8 lamps	0.058	1
main	wrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
main	305 meeting room	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
main	305 meeting room	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
main	305 open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	10
main	305 office	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
main	305 offices w/2 ea (3)	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
main	302 conf room	Recessed Troffer, with two (2) 14W T5 lamps	0.035	9
main	302 conf room	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	8
main	306A break	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	4
main	306A break	Recessed Troffer, with two (2) 54W T5HO lamps	0.118	1
main	304 offices w/2 ea (3)	Direct-Indirect, with two (2) 54W T5HO lamps	0.118	6
main	304 break	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	4
main	304 open office	Direct-Indirect, with four (4) 54W T5HO lamps	0.238	4
main	304 open office	Recessed Can or Ceiling Square, with one (1) 26W PL CF lamp	0.027	12
main	304 offices w/2 ea (3)	Direct-Indirect, with four (4) 54W T5HO lamps	0.238	6
main	304 photocopy	Recessed Troffer, with three (3) F32T8 lamps	0.088	3
main	304 photocopy	Recessed Troffer, with three (3) F32T8 lamps	0.088	3
main	304 photocopy	Recessed Troffer, with three (3) F32T8 lamps	0.088	3
main	West Stairs	Recessed Troffer, with four (4) F34T12 lamps	0.146	4
main	West Stairs	Recessed Troffer, with two (2) F32T8 lamps	0.058	3

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	3450208		
Month	kWh	Pk kW	Cost
Mar, 2013	5,100	-	\$ 857
Apr, 2013	5,100	-	\$ 857
May, 2013	5,100	-	\$ 885
Jun, 2013	5,100	-	\$ 885
Jul, 2013	5,100	-	\$ 885
Aug, 2013	5,100	-	\$ 885
Sept, 2013	5,100	-	\$ 857
Oct, 2013	5,100	-	\$ 857
Nov, 2013	5,100	-	\$ 857
Dec, 2013	5,100	-	\$ 873
Jan, 2013	5,100	-	\$ 873
Feb, 2013	5,100	-	\$ 873
<b>TOTALS</b>	<b>61,200</b>		<b>\$ 10,442</b>

Accnt No.	179517054		
Month	kWh	Pk kW	Cost
Mar, 2013	-	-	\$ -
Apr, 2013	-	-	\$ -
May, 2013	-	-	\$ -
Jun, 2013	-	-	\$ -
Jul, 2013	-	-	\$ -
Aug, 2013	-	-	\$ -
Sept, 2013	-	-	\$ -
Oct, 2013	-	-	\$ -
Nov, 2013	-	-	\$ -
Dec, 2013	-	-	\$ -
Jan, 2013	-	-	\$ -
Feb, 2013	-	-	\$ -
<b>TOTALS</b>	<b>-</b>		<b>\$ -</b>

<b>Accnt No.</b>	<b>1193899009</b>		
<b>Month</b>	<b>kWh</b>	<b>Pk kW</b>	<b>Cost</b>
<b>Mar, 2013</b>	70,800	149	\$ 5,024
<b>Apr. 2013</b>	55,560	158	\$ 3,958
<b>May, 2013</b>	86,400	169	\$ 7,607
<b>Jun, 2013</b>	77,280	170	\$ 8,829
<b>Jul, 2013</b>	87,600	166	\$ 10,182
<b>Aug, 2013</b>	81,960	202	\$ 9,557
<b>Sept, 2013</b>	74,400	198	\$ 7,480
<b>Oct, 2013</b>	63,240	133	\$ 4,517
<b>Nov, 2013</b>	55,920	136	\$ 3,974
<b>Dec, 2013</b>	53,520	133	\$ 3,812
<b>Jan, 2013</b>	53,400	130	\$ 3,879
<b>Feb, 2013</b>	53,640	130	\$ 3,921
<b>TOTALS</b>	<b>813,720</b>		<b>\$ 72,739</b>

<b>Accnt No.</b>	<b>4616899000</b>		
<b>Month</b>	<b>kWh</b>	<b>Pk kW</b>	<b>Cost</b>
<b>Mar, 2013</b>	-	-	\$ 21
<b>Apr. 2013</b>	-	-	\$ 21
<b>May, 2013</b>	-	-	\$ 21
<b>Jun, 2013</b>	2	-	\$ 21
<b>Jul, 2013</b>	-	-	\$ 21
<b>Aug, 2013</b>	-	-	\$ 21
<b>Sept, 2013</b>	-	-	\$ 21
<b>Oct, 2013</b>	2	-	\$ 21
<b>Nov, 2013</b>	-	-	\$ 21
<b>Dec, 2013</b>	-	-	\$ 21
<b>Jan, 2013</b>	-	-	\$ 22
<b>Feb, 2013</b>	-	-	\$ 23
<b>TOTALS</b>	<b>4</b>		<b>\$ 253</b>

Accnt No.	7095535002		
Month	kWh	Pk kW	Cost
Mar, 2013	1,940	-	\$ 274
Apr, 2013	1,940	-	\$ 274
May, 2013	1,940	-	\$ 285
Jun, 2013	1,940	-	\$ 285
Jul, 2013	1,940	-	\$ 285
Aug, 2013	1,940	-	\$ 285
Sept, 2013	1,940	-	\$ 274
Oct, 2013	1,940	-	\$ 274
Nov, 2013	1,940	-	\$ 274
Dec, 2013	1,940	-	\$ 276
Jan, 2013	1,940	-	\$ 279
Feb, 2013	1,940	-	\$ 279
<b>TOTALS</b>	<b>23,280</b>		<b>\$ 3,346</b>

Table 2: Natural Gas Consumption Data

	Consumption (Therms)	Cost
Jan-12	2,029.1	Not Available
Feb-12	1,895.5	Not Available
Mar-12	1,932.9	Not Available
Apr-12	206.2	Not Available
May-12	64.7	Not Available
Jun-12	58.8	Not Available
Jul-12	51.6	Not Available
Aug-12	46.6	Not Available
Sep-12	47.5	Not Available
Oct-12	56.6	Not Available
Nov-12	280.0	Not Available
Dec-12	1,147.6	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

# Appendix 3 - Facility Floor Plans

Fig. 2<sup>nd</sup> Floor

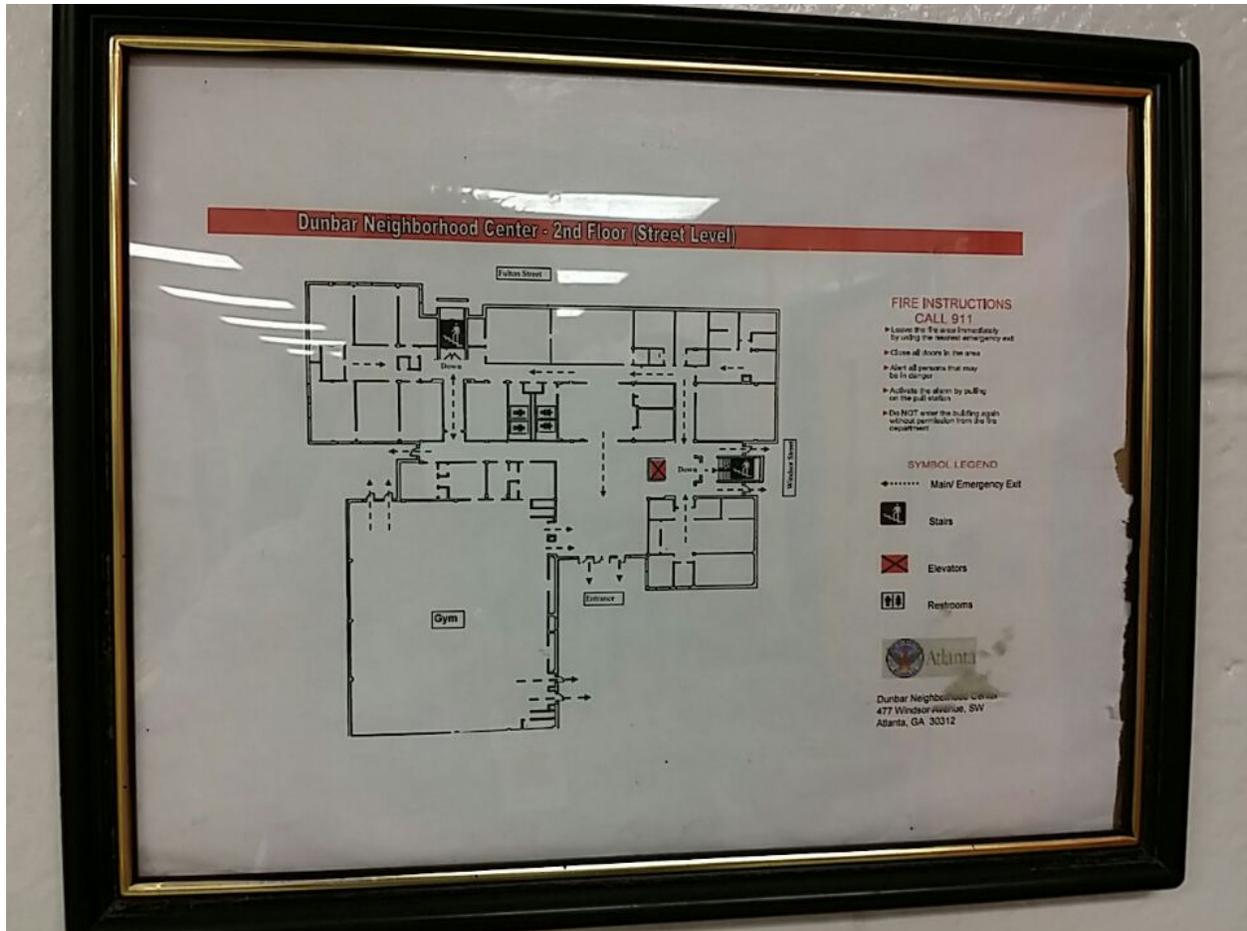
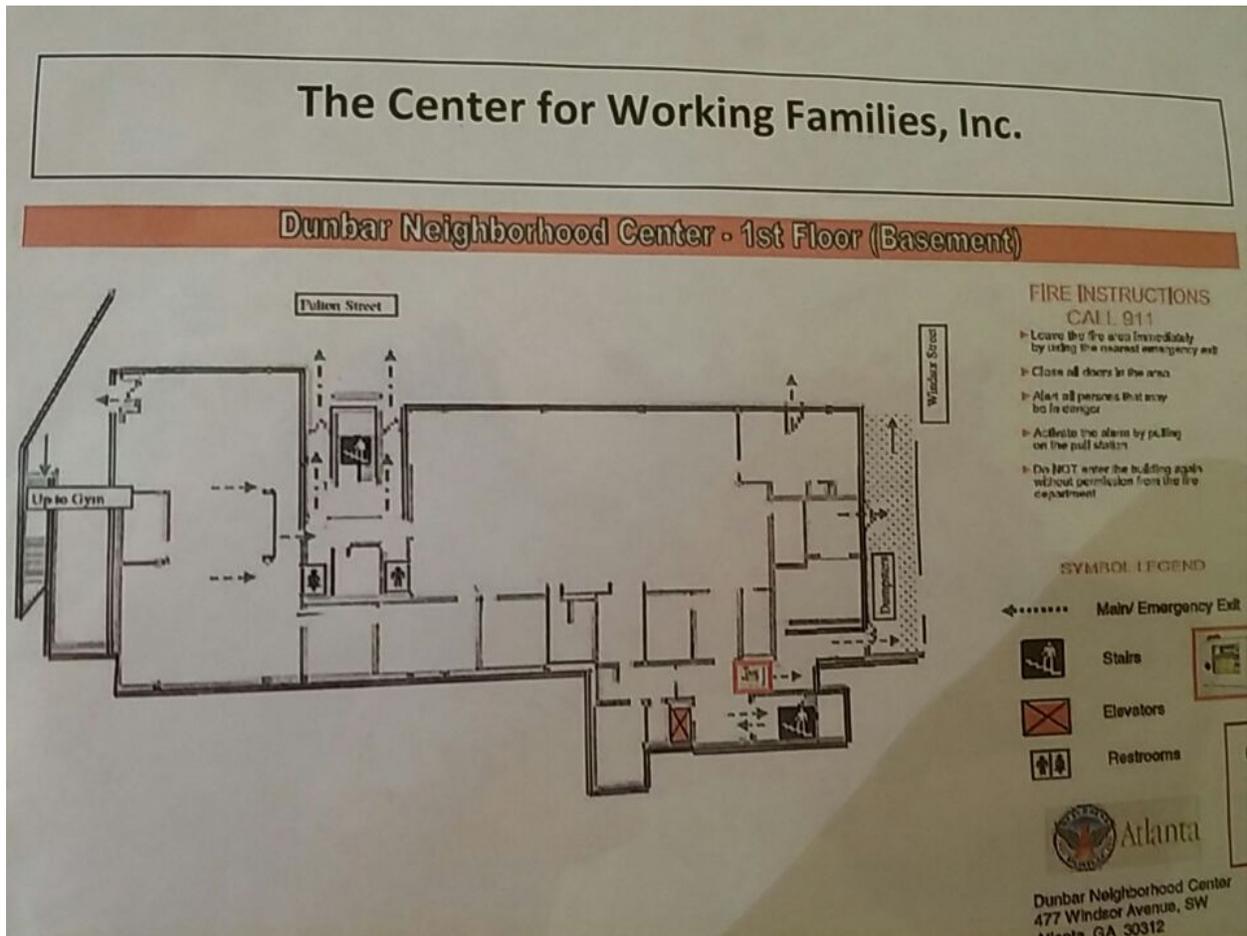


Fig. 1<sup>st</sup> Floor



# Facility Data to Include in ESPC RFP

## Atlanta Workforce Development Center

<b>Building Name</b>	Atlanta Workforce Development Center
<b>Building Function</b>	Multi-purpose
<b>Building Area (Property Data)</b>	92,567
<b>Number of Floors</b>	4
<b>Year Built/ Major Renovations</b>	--
<b>Building Occupancy</b>	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
<b>Building Operational Hours</b>	Weekdays: 8:30 AM - 5:00 PM
	Weekends/Holidays: Varies



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/5/2014	9:00 AM

## General Building Description

The Atlanta Workforce Development Center is a multi-purpose facility that houses administrative space, vehicle storage and testing facility, a woodworking shop, a full kitchen, a large auditorium, etc. The facility operational hours are static; however, individual tenants each hold their own hours. Special activities (such as job fairs) are held weekly on the facility grounds with a large volume of participants.

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	--	--	1
Natural Gas	Y	Y	N	--	--	1
Water	Y	--	N	--	--	--
Sewer	Y	--	N	--	--	--

Note:

- 1: Facility personnel could not provide access to meter (behind locked gate)

## Building Envelope

This building is concrete and CMU construction with a partial architectural brick overlay. The roof is a mixture of vinyl covered insulation and gravel over concrete structure. The interior walls are a mixture of gypsum board over insulated metal framing and painted CMU. The windows are tinted single pane. The interior ceiling is a mixture of acoustical tiles and bare concrete beaming.



Fig. Typical Facility Interior



Fig. Facility Roof

# Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
3rd Floor Men's	3 L Auto Spray	4 S	5 L	--
301A Men's	1 S	1 S	--	--
3rd Floor Women's	3 L Auto Spray	7 L	--	--
2nd Floor Unisex	1 L Aerator	2 S	--	--
Mezzanine Men's	1 L	2 S	1 L	--
Basement Men's	2 S	1 S	1 L	--
Basement Men's Dressing	1 L Aerator	1 S	--	1 H
Basement Women's Dressing	1 L Aerator	1 S	--	1 H



Fig. Typical Urinals

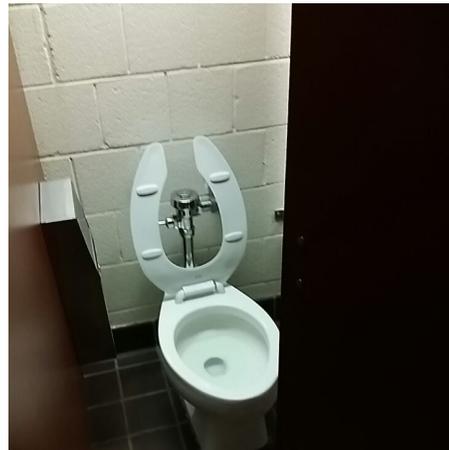


Fig. Typical Toilet

# Lighting

**Fixtures:** The Atlanta Work Force Development Center has fluorescent lighting throughout. This lighting comprises a variety of fixtures including – but not limited to - 1x4 and 2x4 recessed troffer fixtures; pendant-mounted wrap fixtures; hooded industrial fixtures, strips, and surface-mount wraparound fixtures. Most are fitted with T8 lamps and electronic ballasts. Many of the wraparound fixtures in the open offices and computer labs have been retrofitted from two lamps for every 4 linear feet of fixture to one lamp. Judging from the light levels, this retrofit was successful.

There are some T12 fixtures with magnetic ballasts; they appear to be ones overlooked in a previous retrofit program. They are found in places like machinery spaces and other seldom-visited rooms throughout the facility.

Other fixtures include incandescent track lighting; T3 quartz flood fixtures over the stage; incandescent fixtures retrofitted to screw-in compact fluorescent lamps; high-bay metal halide fixtures; and recessed can lights with halogen lamps.

Exterior fixtures comprise surface-mount canopy fixtures with HID lamps; and high-bay high-pressure sodium fixtures mounted high over the main entry door.

**Controls:** Control of interior fixtures is done with standard wall toggle switches. Exterior lighting control is not known.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	Teledyne Laars	Mighty Therm	--	Mechanical Room	N/A	F	1
Electric	Vanguard	3WA79	2005	Room 3B	30	G	--

Note:

- 1: Piped to approx. 80 gallon storage tank with no tag



Fig. Building DHW



Fig. Dressing Room DHW

## HVAC System Overall Description

The building HVAC is a combination of several package and split DX AHUs with a combination of electric and natural gas heating. There is a large penthouse air handler that provides conditioned outside air to the facility using chilled water. The third floor of the facility is unique to the facility in that there are a mixture of individual AHUs with HHW reheat and several VAV(R) terminal boxes serving individual zones. There is a facility-wide EMCS (Metasys); however, according to facility personnel, there are not currently unoccupied setbacks or temperature resets present in the facility.



Fig. Penthouse OA AHU



Fig. Control Air Compressor

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC / Electric / Pneumatic	
<b>Programmable Thermostats (Y/N)</b>	Y (Partial)	
<b>Mfr./Vendor</b>	JCI	
<b>Connected to Facility-wide EMCS (Y/N)</b>	Y (Partial)	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: Varies
	Weekends/Holidays: N	Weekends/Holidays: Varies
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N	

# Chilled Water System (Including Pumping)

Chiller Data									
Tag	Yr	Mfr.	Model	Type	Compressor Type	Capacity (Tons)	Location/Area Served	Condition (G/F/P)	Note
CH-1	--	York	YTGOA1B2-CGH	Water-cooled	Centrifugal	220	Penthouse Mech Room	F	1

Chilled Water System Pump Data								
Tag	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft.)	Condition (G/F/P)	Note
CHWP-1	Taco	G05010 812	15	Constant	519	50	P	2
CWP-1	Taco	CC5010 940 C4B2H2TLO	15	Constant	690	60	F	--

Note:

- 1: BAC Cooling tower (Model: 0000801)
- 2: Nameplate largely illegible



Fig. CH-1



Fig. CHWP-1

# Heating Hot Water System (Including Pumping)

Boiler/Heat Exchanger Data									
Tag	Yr	Mfr.	Model	Type	Fuel	Control	Areas Served	Condition (G/F/P)	Note
HHWB-1	--	Parker Boiler	T4600	Hot Water	Natural Gas	DDC	Penthouse Mech Room	G	--

Heating Water System Pump Motor Data									
Tag	Yr	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft)	Condition (G/F/P)	Note
HHWP-1	1979	Taco	CC4008 7 3 C4B2E1TL0	5	Constant	320	40	F	--



Fig. Natural Gas HHW Boiler



Fig. HHWP-1

# Air-Handling Systems

Air Handling Units								
Tag	Year	Mfr.	Model	Type	Cooling	Heating	Condition (G/F/P)	Notes
Penthouse OA AHU	--	York	490	VAV(R)	CHW	N/A	F	--
301 AHU	--	Varitrane	VPWE17151L00100PN054	VAV(R)	N/A	HHW	F	--
301 Breakroom AHU	--	Varitrane	VPWE17151L00100PN054	VAV(R)	N/A	HHW	F	--
AHU 3 (3rd Floor)	--	Varitrane	VPWE17151L00100PN054	VAV(R)	N/A	HHW	F	--

Air Handling Units Fan Motors								
AHU Tag	Supply Fan Motor				Return Fan Motor			Notes
	HP	Efficiency	Control Type	VFD?	HP	Control Type	VFD?	
Penthouse OA AHU	100	95.4	DDC	Y	N/A	N/A	N/A	--
301 AHU	0.33	--	Electric	N	N/A	N/A	N/A	--
301 Breakroom AHU	0.33	--	Electric	N	N/A	N/A	N/A	--
AHU 3 (3rd Floor)	0.33	--	Electric	N	N/A	N/A	N/A	--



Fig. Typical 3<sup>rd</sup> Floor AHU



Fig. Typical VAV(R) Terminal Unit

# Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
Mezzanine AHU	2nd Floor Roof	2000	Trane	YCD300B4HAFB	25	Natural Gas	F	--
Taxi AHU	1st Floor Roof	2000	Trane	TCD300B40AFB	25	N/A	F	1
Shop AHU	Shop	--	Carrier	FB4ANF060000AEEA	5	N/A	G	--
HV 2	Basement	--	--	--	--	HHW	F	2

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
Telecom CU	2nd Floor Roof	--	Telecom AHU	Mitsubishi	PU30EK2	Cooling Only	2.5	P	--
Shop CU	Exterior	--	Shop AHU	York	H1RA060S46G	Cooling Only	5	G	--

Note:

- 1: Serves VAV(R) -HHW- in Taxi area
- 2: Unit has not run in 5+ years according to facility personnel



Fig. Mezzanine AHU



Fig. Auditorium Split System AHU

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

<b>Building or Area</b>	<b>Qty</b>
<b>Room or Defined Place</b>	
<b>Fixture Description</b>	
Exterior	10
by gas meter	1
Industrial Strip, with two (2) F34T12 lamps	1
over entry	4
High-Bay, with one (1) 400W high-pressure sodium lamp	4
over entry doors and rollups	5
Surface Canopy or Drum, with one (1) 250W high-pressure sodium lamp	5
Main	998
adult unit lobby	42
Wraparound, with one (1) F32T8 lamp	20
Wraparound, with two (2) F32T8 lamps	22
auditorium, mechanical by	6
Strip, with two (2) F32T8 lamps	6
Auditorium, seating, utility	5
Strip, with two (2) F32T8 lamps	5
Auditorium, stage utility	2
Floodlight, with one (1) 500W double-end T3 halogen lamp	2
break and photocopy	8
Recessed Troffer, with two (2) F17T8 lamps	2
Strip, with two (2) F32T8 lamps	6
computer lab	46
Recessed Troffer, with two (2) F32T8 lamps	20
Strip, with four (4) F32T8 lamps	6
Surface Box, with one (1) F32T8 lamp	2
Surface Box, with two (2) F32T8 lamps	2
Wraparound, with two (2) F32T8 lamps	16
corridor	67
Recessed Troffer, with three (3) F32T8 lamps	37
Recessed Troffer, with two (2) F17T8 lamps	5
Recessed Troffer, with two (2) F32T8 lamps	9
Surface Box, with two (2) F17T8 lamps	5
Wraparound, with two (2) F32T8 lamps	11
daycare	15
EXIT sign, with two (2) F20T12 lamps	1
Surface Box, with two (2) F17T8 lamps	3
Wraparound, with two (2) F32T8 lamps	11
daycare office	1
Wraparound, with two (2) F32T8 lamps	1
daycare storage	1
Surface Box, with two (2) F17T8 lamps	1

<b>Building or Area</b>	<b>Qty</b>
Dressing Room men	2
Wraparound, with two (2) F32T8 lamps	2
Dressing Room women	2
Wraparound, with two (2) F32T8 lamps	2
drug screening	4
Wraparound, with two (2) F32T8 lamps	4
drug screening mrr	3
Recessed Troffer, with two (2) F32T8 lamps	3
drug screening wrr	3
Recessed Troffer, with two (2) F32T8 lamps	3
electrical	10
Strip, with two (2) F32T8 lamps	10
elevator lobby	4
Wraparound, with one (1) F32T8 lamp	4
food service	24
Vapor-Tight, with two (2) F32T8 lamps	24
janitor closet	1
Strip, with two (2) F32T8 lamps	1
Lobby	12
Track Light, with one (1) 50W R20 incandescent flood	6
Wraparound, with one (1) F32T8 lamp	6
main	18
High-Bay, with one (1) 175W metal halide lamp	4
High-Bay, with one (1) 250W metal halide lamp	8
Wraparound, with four (4) F32T8 lamps	6
main dining	10
High-Bay, with one (1) 250W metal halide lamp	10
mechanical	9
Industrial Strip, with two (2) F32T8 lamps	3
Strip, with two (2) F32T8 lamps	2
Wraparound, with two (2) F32T8 lamps	4
MRR	15
Recessed Troffer, with three (3) F32T8 lamps	11
Recessed Troffer, with two (2) F32T8 lamps	4
nursery	2
Recessed Troffer, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	1
portable office unit	11
Recessed Troffer, with two (2) F32T8 lamps	9
Wraparound, with four (4) F32T8 lamps	1
Wraparound, with two (2) F32T8 lamps	1
serving line	24
Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	18
Vapor-Tight, with two (2) F32T8 lamps	6
staff dining	19
Recessed Troffer, with two (2) F32T8 lamps	13

<b>Building or Area</b>	<b>Qty</b>
Wraparound, with two (2) F32T8 lamps	6
Stairs on stadium side	16
Recessed Troffer, with two (2) F32T8 lamps	1
Wraparound, with two (2) F32T8 lamps	15
stairs to basement	25
Recessed Troffer, with two (2) F32T8 lamps	1
Wraparound, with two (2) F32T8 lamps	24
stairs to mech	2
Strip, with two (2) F32T8 lamps	2
storage	2
Strip, with two (2) F32T8 lamps	2
storm lobby	2
Wraparound, with one (1) F32T8 lamp	2
toilets in	5
Recessed Troffer, with two (2) F32T8 lamps	1
Wraparound, with two (2) F32T8 lamps	4
WRR	12
Recessed Troffer, with three (3) F32T8 lamps	10
Recessed Troffer, with two (2) F32T8 lamps	2
102 classroom	7
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	5
103 classroom	7
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	5
104 classroom	7
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	5
105 Office	3
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	2
107 Office	3
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	2
109 Office	3
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	2
111 Office	3
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	2
116A small room	2
Recessed Troffer, with two (2) F32T8 lamps	2
116B small room	2
Recessed Troffer, with two (2) F32T8 lamps	2
116C small room	2
Recessed Troffer, with two (2) F32T8 lamps	2
116D small room	2

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with two (2) F32T8 lamps	2
123 classroom	4
Wraparound, with two (2) F32T8 lamps	4
200 Conf Rm	7
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with one (1) F32T8 lamp	6
201 computer lab	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
202 classroom	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
203 classroom	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
204 classroom	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
205 Office	4
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	3
206 Office	7
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with one (1) F32T8 lamp	3
Wraparound, with two (2) F32T8 lamps	3
207 Office	10
Surface Box, with two (2) F17T8 lamps	3
Wraparound, with two (2) F32T8 lamps	7
208 Office	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
209 Office	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
210 classroom	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
211 study hall	2
Wraparound, with two (2) F32T8 lamps	2
215 maint next to	4
Strip, with two (2) F32T8 lamps	4
215 office	6
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	4
216 computer lab	6
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	4

<b>Building or Area</b>	<b>Qty</b>
218 computer lab	11
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with one (1) F32T8 lamp	3
Wraparound, with two (2) F32T8 lamps	6
219 Office	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
220 classroom	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
221 classroom	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
222 next to, no number on door	8
Surface Box, with two (2) F17T8 lamps	2
Wraparound, with two (2) F32T8 lamps	6
222 Office	4
Surface Box, with two (2) F17T8 lamps	1
Wraparound, with two (2) F32T8 lamps	3
228 Office	2
Wraparound, with two (2) F32T8 lamps	2
229 Office	2
Wraparound, with two (2) F32T8 lamps	2
230 Office	2
Wraparound, with two (2) F32T8 lamps	2
231 Office	2
Wraparound, with two (2) F32T8 lamps	2
232 Office	3
Wraparound, with two (2) F32T8 lamps	3
233 Office	2
Wraparound, with two (2) F32T8 lamps	2
234 Office	3
Wraparound, with two (2) F32T8 lamps	3
235 Office	2
Wraparound, with two (2) F32T8 lamps	2
236 Office	2
Wraparound, with two (2) F32T8 lamps	2
237 Office	2
Wraparound, with two (2) F32T8 lamps	2
238 Office	2
Wraparound, with two (2) F32T8 lamps	2
239 computer lab	8
Wraparound, with two (2) F32T8 lamps	8
240 Conf Rm	10
Wraparound, with two (2) F32T8 lamps	10
241 corridor	4
Surface Box, with two (2) F17T8 lamps	2

<b>Building or Area</b>	<b>Qty</b>
Wraparound, with two (2) F32T8 lamps	2
241 entry	1
Surface Box, with two (2) 34W U-Bend T12 lamps	1
241 lobby next to	12
Wraparound, with one (1) F32T8 lamp	12
242 break	2
Wraparound, with two (2) 96in Slimline T12 lamp	1
Wraparound, with two (2) F32T8 lamps	1
243 storage	1
Wraparound, with two (2) F32T8 lamps	1
244 office	2
Wraparound, with two (2) F32T8 lamps	2
245 office	2
Wraparound, with two (2) F32T8 lamps	2
246 open office	12
Wraparound, with four (4) F32T8 lamps	12
247 office	3
Wraparound, with four (4) F32T8 lamps	3
248 office	6
Wraparound, with four (4) F32T8 lamps	6
249 office	3
Wraparound, with four (4) F32T8 lamps	3
250 office	4
Surface Box, with two (2) F17T8 lamps	4
251 office	4
Surface Box, with two (2) F17T8 lamps	4
300 Conf Rm	3
Wraparound, with four (4) F32T8 lamps	3
300 corridor	4
Wraparound, with four (4) F32T8 lamps	4
300 janitor closet	1
Strip, with two (2) F34T12 lamps	1
300 Office	27
Wraparound, with four (4) F32T8 lamps	27
300 open office	51
Wraparound, with four (4) F32T8 lamps	51
301 break room	2
Direct-Indirect, with three (3) F32T8 lamps	2
301 Conf Rm	3
Direct-Indirect, with three (3) F32T8 lamps	3
301 corner office	4
Direct-Indirect, with three (3) F32T8 lamps	4
301 corridor	2
Direct-Indirect, with three (3) F32T8 lamps	1
Wraparound, with two (2) F32T8 lamps	1
301 file room	2
Wraparound, with two (2) F32T8 lamps	2

<b>Building or Area</b>	<b>Qty</b>
301 Lobby	10
Direct-Indirect, with two (2) F32T8 lamps	1
Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	9
301 main corridor this suite	11
Direct-Indirect, with three (3) F32T8 lamps	4
Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	7
301 Meeting Room 1	25
Direct-Indirect, with three (3) F32T8 lamps	25
301 meeting room 1 storage in	1
Direct-Indirect, with three (3) F32T8 lamps	1
301 Meeting Room B	6
Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	6
301 Office	43
Direct-Indirect, with three (3) F32T8 lamps	43
301 open office	4
Direct-Indirect, with three (3) F32T8 lamps	4
301 Reception	9
Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	2
Track Light, with one (1) 50W R or PAR halogen flood	5
Wraparound, with two (2) F32T8 lamps	2
301 RRs	1
Vanity, with two (2) F17T8 lamps	1
301 Storage	1
Wraparound, with four (4) F32T8 lamps	1
B02 Office	2
Wraparound, with one (1) F32T8 lamp	2
B03 Office	2
Wraparound, with one (1) F32T8 lamp	2
B04 Conf Rm	3
Wraparound, with two (2) F32T8 lamps	3
D02 computer lab	24
Wraparound, with two (2) F32T8 lamps	24
D03 Office	2
Recessed Troffer, with two (2) F32T8 lamps	2
D04 tool rooms	3
Recessed Troffer, with two (2) F32T8 lamps	3
D04 training shop	20
Wraparound, with two (2) F32T8 lamps	20
D05 Office	2
Recessed Troffer, with two (2) F32T8 lamps	2
D07 classroom	8
Recessed Troffer, with two (2) F32T8 lamps	8
<b>Grand Total</b>	<b>1008</b>

Table 2: Lighting Survey by Room

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	mechanical	Industrial Strip, with two (2) F32T8 lamps	0.058	3
Main	mechanical	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	stairs to mech	Strip, with two (2) F32T8 lamps	0.058	2
Main	electrical	Strip, with two (2) F32T8 lamps	0.058	2
Main	301 Lobby	Direct-Indirect, with two (2) F32T8 lamps	0.058	1
Main	301 lobby	Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	0.05	9
Main	301 Meeting Room 1	Direct-Indirect, with three (3) F32T8 lamps	0.088	25
Main	301 meeting room 1 storage in	Direct-Indirect, with three (3) F32T8 lamps	0.088	1
Main	301 Meeting Room B	Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	0.05	6
Main	301 Storage	Wraparound, with four (4) F32T8 lamps	0.112	1
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	3
Main	301 Conf Rm	Direct-Indirect, with three (3) F32T8 lamps	0.088	3
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 corridor	Direct-Indirect, with three (3) F32T8 lamps	0.088	1
Main	301 corridor	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 break room	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 office	Direct-Indirect, with three (3) F32T8 lamps	0.088	10

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	301 office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 corner office	Direct-Indirect, with three (3) F32T8 lamps	0.088	4
Main	301 office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 RRs	Vanity, with two (2) F17T8 lamps	0.031	1
Main	301 file room	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	301 open office	Direct-Indirect, with three (3) F32T8 lamps	0.088	4
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Office	Direct-Indirect, with three (3) F32T8 lamps	0.088	2
Main	301 Reception	Track Light, with one (1) 50W R or PAR halogen flood	0.05	5
Main	301 Reception	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	301 Reception	Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	0.05	2
Main	301 main corridor this suite	Direct-Indirect, with three (3) F32T8 lamps	0.088	4
Main	301 main corridor this suite	Recessed Can or Ceiling Square, with one (1) MR16 halogen lamp	0.05	7
Main	300 open office	Wraparound, with four (4) F32T8 lamps	0.112	51
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	2
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	3
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	1
Main	300 Office	Wraparound, with four (4) F32T8 lamps	0.112	1
Main	300 Conf Rm	Wraparound, with four (4) F32T8 lamps	0.112	3
Main	300 corridor	Wraparound, with four (4) F32T8 lamps	0.112	4
Main	300 janitor closet	Strip, with two (2) F34T12 lamps	0.073	1
Main	MRR	Recessed Troffer, with three (3) F32T8 lamps	0.088	6
Main	WRR	Recessed Troffer, with three (3) F32T8 lamps	0.088	5
Main	Lobby	Wraparound, with one (1) F32T8 lamp	0.031	4
Main	Lobby	Track Light, with one (1) 50W R20 incandescent flood	0.05	6
Main	electrical	Strip, with two (2) F32T8 lamps	0.058	4
Main	corridor	Recessed Troffer, with three (3) F32T8 lamps	0.088	12
Main	stairs to basement	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	stairs to basement	Wraparound, with two (2) F32T8 lamps	0.058	24
Main	corridor	Wraparound, with two (2) F32T8 lamps	0.058	5
Main	corridor	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	Dressing Room women	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	toilets in	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	Dressing Room men	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	toilets in	Wraparound, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	electrical	Strip, with two (2) F32T8 lamps	0.058	2
Main	Auditorium, stage utility	Floodlight, with one (1) 500W double-end T3 halogen lamp	0.5	2
Main	Auditorium, seating, utility	Strip, with two (2) F32T8 lamps	0.058	5
Main	WRR	Recessed Troffer, with three (3) F32T8 lamps	0.088	5
Main	MRR	Recessed Troffer, with three (3) F32T8 lamps	0.088	5
Main	corridor	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	corridor	Recessed Troffer, with three (3) F32T8 lamps	0.088	12
Main	Stairs on stadium side	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	Stairs on stadium side	Wraparound, with two (2) F32T8 lamps	0.058	15
Main	201 computer lab	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	201 computer lab	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	202 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	202 classroom	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	203 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	203 classroom	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	204 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	204 classroom	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	205 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	205 Office	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	206 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	206 Office	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	206 Office	Wraparound, with one (1) F32T8 lamp	0.031	3
Main	207 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	207 Office	Wraparound, with two (2) F32T8 lamps	0.058	3

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	208 Office	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	208 Office	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	209 Office	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	209 Office	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	210 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	210 classroom	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	211 study hall	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	215 office	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	215 office	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	215 maint next to	Strip, with two (2) F32T8 lamps	0.058	4
Main	216 computer lab	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	216 computer lab	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	207 office	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	207 office	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	218 computer lab	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	218 computer lab	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	218 computer lab	Wraparound, with one (1) F32T8 lamp	0.031	3
Main	219 Office	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	219 Office	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	220 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	220 classroom	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	221 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	221 classroom	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	222 Office	Surface Box, with two (2) F17T8 lamps	0.031	1

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	222 Office	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	222 next to, no number on door	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	222 next to, no number on door	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	200 Conf Rm	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	200 Conf Rm	Wraparound, with one (1) F32T8 lamp	0.031	6
Main	elevator lobby	Wraparound, with one (1) F32T8 lamp	0.031	4
Main	adult unit lobby	Wraparound, with two (2) F32T8 lamps	0.058	22
Main	adult unit lobby	Wraparound, with one (1) F32T8 lamp	0.031	17
Main	adult unit lobby	Wraparound, with one (1) F32T8 lamp	0.031	3
Main	228 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	229 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	230 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	231 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	232 Office	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	233 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	234 Office	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	235 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	236 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	237 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	238 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	239 computer lab	Wraparound, with two (2) F32T8 lamps	0.058	8
Main	drug screening	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	drug screening mrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	drug screening wrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	3

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	240 Conf Rm	Wraparound, with two (2) F32T8 lamps	0.058	10
Main	241 lobby next to	Wraparound, with one (1) F32T8 lamp	0.031	12
Main	241 entry	Surface Box, with two (2) 34W U-Bend T12 lamps	0.078	1
Main	241 corridor	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	241 corridor	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	245 office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	244 office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	243 storage	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	242 break	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	242 break	Wraparound, with two (2) 96in Slimline T12 lamp	0.148	1
Main	246 open office	Wraparound, with four (4) F32T8 lamps	0.112	12
Main	248 office	Wraparound, with four (4) F32T8 lamps	0.112	6
Main	249 office	Wraparound, with four (4) F32T8 lamps	0.112	3
Main	247 office	Wraparound, with four (4) F32T8 lamps	0.112	3
Main	250 office	Surface Box, with two (2) F17T8 lamps	0.031	4
Main	251 office	Surface Box, with two (2) F17T8 lamps	0.031	4
Main	mrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	B04 Conf Rm	Wraparound, with two (2) F32T8 lamps	0.058	3
Main	B03 Office	Wraparound, with one (1) F32T8 lamp	0.031	2
Main	B02 Office	Wraparound, with one (1) F32T8 lamp	0.031	2
Main	main	Wraparound, with four (4) F32T8 lamps	0.112	6
Main	main	High-Bay, with one (1) 175W metal halide lamp	0.21	4
Main	main	High-Bay, with one (1) 250W metal halide lamp	0.295	8
Main	portable office unit	Recessed Troffer, with two (2) F32T8 lamps	0.058	9

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	portable office unit	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	portable office unit	Wraparound, with four (4) F32T8 lamps	0.112	1
Main	storage	Strip, with two (2) F32T8 lamps	0.058	2
Main	corridor	Surface Box, with two (2) F17T8 lamps	0.031	5
Main	mrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	wrr	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	D03 Office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	D05 Office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	D07 classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	D02 computer lab	Wraparound, with two (2) F32T8 lamps	0.058	16
Main	D02 computer lab	Wraparound, with two (2) F32T8 lamps	0.058	8
Main	D04 training shop	Wraparound, with two (2) F32T8 lamps	0.058	20
Main	D04 tool rooms	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	staff dining	Recessed Troffer, with two (2) F32T8 lamps	0.058	13
Main	staff dining	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	main dining	High-Bay, with one (1) 250W metal halide lamp	0.295	10
Main	serving line	Vapor-Tight, with two (2) F32T8 lamps	0.058	6
Main	serving line	Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	0.013	18
Main	computer lab	Surface Box, with two (2) F32T8 lamps	0.058	2
Main	computer lab	Surface Box, with one (1) F32T8 lamp	0.031	2
Main	computer lab	Recessed Troffer, with two (2) F32T8 lamps	0.058	20
Main	computer lab	Wraparound, with two (2) F32T8 lamps	0.058	16
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	9
Main	corridor	Wraparound, with two (2) F32T8 lamps	0.058	1

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	123 classroom	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	corridor	Recessed Troffer, with two (2) F17T8 lamps	0.031	5
Main	116A small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	116B small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	116C small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	116D small room	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	corridor	Recessed Troffer, with three (3) F32T8 lamps	0.088	13
Main	daycare	Wraparound, with two (2) F32T8 lamps	0.058	11
Main	daycare	Surface Box, with two (2) F17T8 lamps	0.031	3
Main	daycare	EXIT sign, with two (2) F20T12 lamps	0.051	1
Main	toilets in	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	computer lab	Strip, with four (4) F32T8 lamps	0.112	6
Main	daycare office	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	daycare storage	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	break and photocopy	Strip, with two (2) F32T8 lamps	0.058	6
Main	break and photocopy	Recessed Troffer, with two (2) F17T8 lamps	0.031	2
Main	102 classroom	Wraparound, with two (2) F32T8 lamps	0.058	5
Main	102 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	nursery	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	nursery	Recessed Troffer, with two (2) F17T8 lamps	0.031	1
Main	electrical	Strip, with two (2) F32T8 lamps	0.058	2
Main	mechanical	Strip, with two (2) F32T8 lamps	0.058	2
Main	103 classroom	Wraparound, with two (2) F32T8 lamps	0.058	5
Main	103 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2
Main	104 classroom	Wraparound, with two (2) F32T8 lamps	0.058	5
Main	104 classroom	Surface Box, with two (2) F17T8 lamps	0.031	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	105 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	105 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	107 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	107 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	109 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	109 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	111 Office	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	111 Office	Surface Box, with two (2) F17T8 lamps	0.031	1
Main	food service	Vapor-Tight, with two (2) F32T8 lamps	0.058	24
Main	janitor closet	Strip, with two (2) F32T8 lamps	0.058	1
Main	lobby	Wraparound, with one (1) F32T8 lamp	0.031	2
Main	storm lobby	Wraparound, with one (1) F32T8 lamp	0.031	2
Main	auditorium, mechanical by	Strip, with two (2) F32T8 lamps	0.058	6
Exterior	over entry	High-Bay, with one (1) 400W high-pressure sodium lamp	0.464	4
Exterior	by gas meter	Industrial Strip, with two (2) F34T12 lamps	0.073	1
Exterior	over entry doors and rollups	Surface Canopy or Drum, with one (1) 250W high-pressure sodium lamp	0.295	5

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	3455801		
Month	kWh	Pk kW	Cost
Mar, 2013	1,020	-	\$ 141
Apr, 2013	1,020	-	\$ 141
May, 2013	1,020	-	\$ 147
Jun, 2013	1,020	-	\$ 147
Jul, 2013	1,020	-	\$ 147
Aug, 2013	1,020	-	\$ 147
Sept, 2013	1,020	-	\$ 141
Oct, 2013	1,020	-	\$ 141
Nov, 2013	1,020	-	\$ 141
Dec, 2013	1,020	-	\$ 144
Jan, 2013	1,020	-	\$ 144
Feb, 2013	1,020	-	\$ 144
<b>TOTALS</b>	<b>12,240</b>		<b>\$ 1,724</b>

Accnt No.	8796896009		
Month	kWh	Pk kW	Cost
Mar, 2013	98,700	243	\$ 9,646
Apr, 2013	106,200	246	\$ 9,988
May, 2013	141,600	303	\$ 12,833
Jun, 2013	139,500	282	\$ 12,443
Jul, 2013	148,200	273	\$ 12,858
Aug, 2013	134,400	288	\$ 12,199
Sept, 2013	115,500	261	\$ 10,663
Oct, 2013	93,000	246	\$ 9,638
Nov, 2013	85,500	261	\$ 9,297
Dec, 2013	80,400	165	\$ 9,156
Jan, 2013	77,100	183	\$ 9,198
Feb, 2013	74,400	216	\$ 9,071
<b>TOTALS</b>	<b>1,294,500</b>		<b>\$ 126,991</b>

Table 2: Natural Gas Consumption Data

Month	Consumption (Therms)	Cost
Jan-12	2,900.4	Not Available
Feb-12	2,436.9	Not Available
Mar-12	2,000.7	Not Available
Apr-12	418.6	Not Available
May-12	493.4	Not Available
Jun-12	429.5	Not Available
Jul-12	382.5	Not Available
Aug-12	367.4	Not Available
Sep-12	345.4	Not Available
Oct-12	497.4	Not Available
Nov-12	2,108.9	Not Available
Dec-12	4,631.9	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

# Appendix 3 - Facility Floor Plans

Fig. First Floor

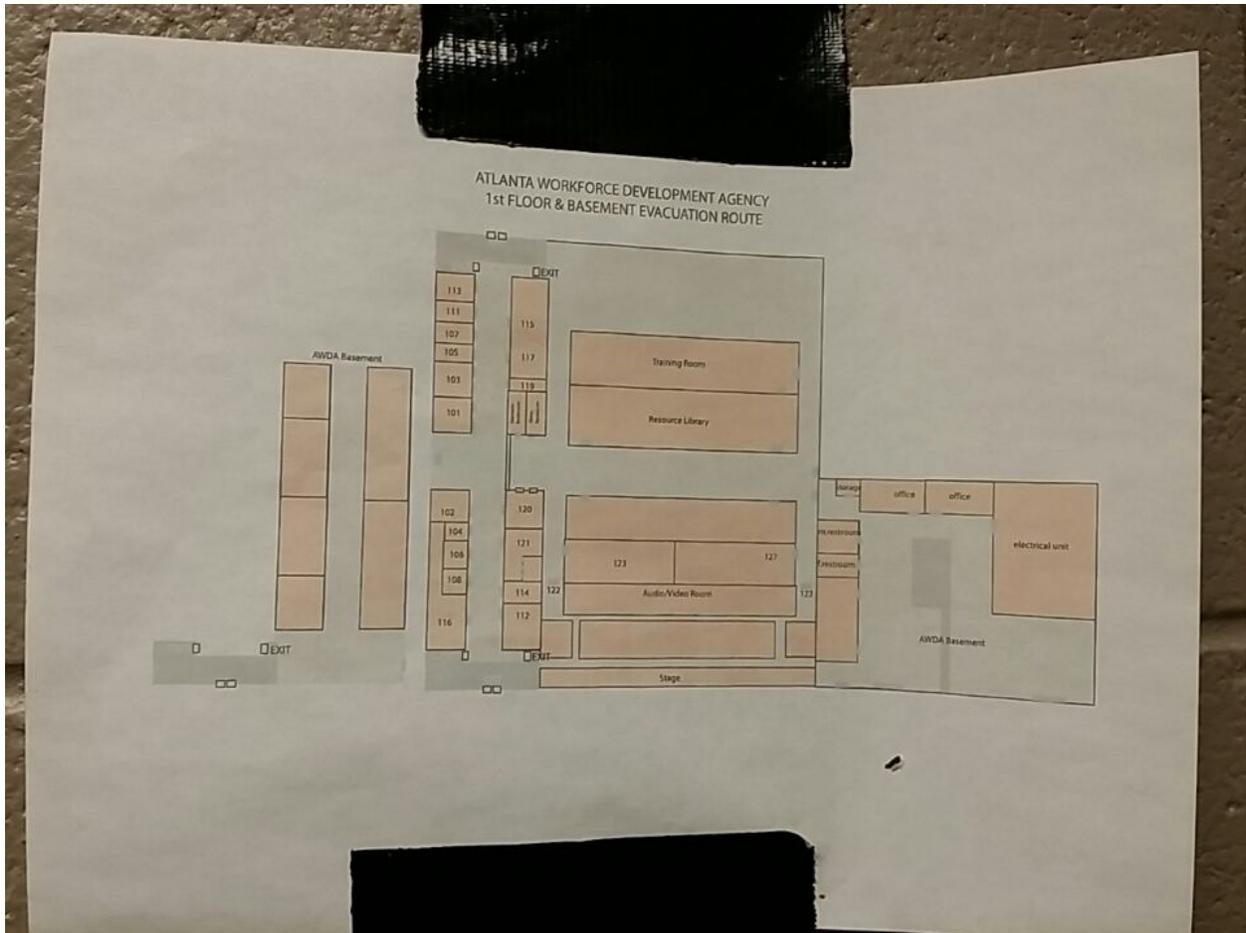


Fig. Second Floor

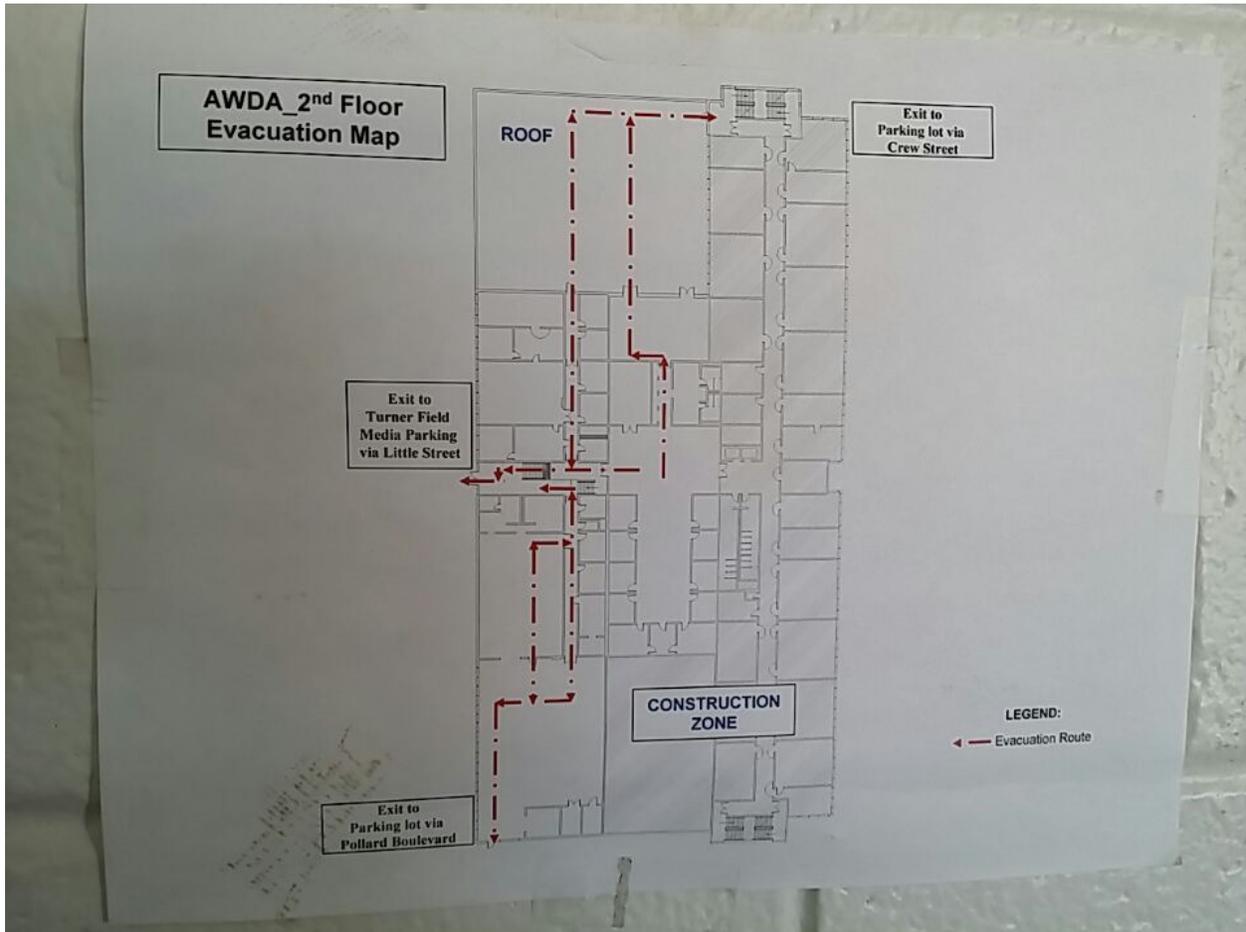


Fig. Third Floor (Not Yet Available)

# Facility Data to Include in ESPC RFP (Draft)

## Municipal Court

Building Name	Municipal Court - Judge Lenwood Jackson
Building Function	Multi-purpose Admin
Building Area (Property Data)	213,503
Number of Floors	6
Year Built/ Major Renovations	2001
Building Occupancy	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
Building Operational Hours	Weekdays: Monday - Friday (8:15 AM - 9:00 PM)
	Weekends/Holidays: Saturday (9:30 AM - 6:00 PM), Sunday (Closed)



Auditor Team	Member Role
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

Report Team
Mark Lawson

Date of Audit	Start Time of Audit
5/9/2014	9:00 AM

## General Building Description

The Municipal Court Building was built in 2001. This building is a six (6) story, multi-purpose administrative and community building with multiple tenant offices, both private and public) on each level. The building tenant list is as follows as of the time of the audit:



Public Sector floors 1,2,&3.

4th floor: Administration offices and supporting staff.

5th and 6th floors: Court Rooms (4 per floor), Judges offices (4 per floor ), and supporting staff members.

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Annual Consumption (Unit)	Annual Cost (\$)	Note
Electric	Y	Y	N	U	U	1
Natural Gas	N	N	N	U	U	2
Water	Y	Y	N	U	U	3
Sewer	Y	N	N	U	U	--

Note:

- 1: Meter cabinet locked
- 2: No meter or number legible
- 3: Meter could not be found

## Building Envelope

The Municipal Court is a six (6) story, multi-purpose facility. The exterior walls are comprised of a mixture of poured concrete, face brick, and CMU. The interior walls are gypsum board over metal framing, with batt insulation in the air gaps. The ceilings are mostly suspended, 2x2 acoustical tile or gypsum board under plenum. The roof is insulated overlay over concrete decking. Windows and windowed-doors are double-pane with a mixture of tinting and blinds. Doors are a mixture of windowed, aluminum frame doors and metal, hollow-core service doors.



Fig. Facility Envelope



Fig. Typical Floor Interior

## HVAC System Overall Description

This building has approximately 700-tons of cooling capacity, two (2) water-cooled York chiller and a electric hot water boiler that supply chilled water and heating hot water to air handlers and heating hot water to VAV boxes on each floor. These units are monitored and controlled by the Johnson Controls Metasys system off-site. According to facility personnel, there are currently no active resets on either medium. There are two AHU's per floor the serve DDC VAV(R) boxes in each zone, and one fresh-air FA-VAV per AHU that supplies the entire building via outside air fan. These units are monitored and controlled by DDC thermostats in each space. Each AHU is equipped with DDC dampers and CHW / HHW valves; however, all fans are variable speed and direct digital control. According to facility personnel, there are currently no active setbacks on these units. Zone setpoints are monitored and maintained off-site.

## Controls and Operational Characteristics

Type of Controls (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	Mixture of DDC and Pneumatics	
Programmable Thermostats (Y/N)	Y	
Mfr./Vendor	Johnson Controls	
Connected to Facility-wide EMCS (Y/N)	Y	
Building Occupancy Scheduled (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: Varies
	Weekends/Holidays: N	Weekends/Holidays: Varies
Seasonal Scheduling for Boiler/Chiller/Central Plant Operation (Y/N, schedule, setbacks/setpoints)	N	



Fig. JCI Metasys BAS and VFD drives pumps

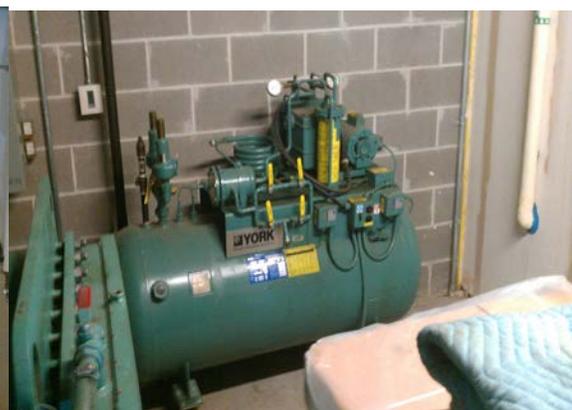


Fig. Controls Air Compressor

# Controls and Operational

DDC VAV thermostat with adjustable setpoint For majority of terminal boxes however judges chambers on fifth and sixth floor have been provided with overrides.

OCCUPANT OVERRIDE SCHEDULE			
VERRIDE SWITCH	AREA SERVED	TERMINAL UNITS	NOTES
0-4-1	NW JUDGE'S CHAMBERS	T-4-26, T-4-27, T-4-28, T-4-29, T-4-29	2
0-4-2	SW JUDGE'S CHAMBERS	T-4-26, T-4-27, T-4-28, T-4-29, T-4-30	2
0-4-3	NE JUDGE'S CHAMBERS	T-4-14, T-4-15, T-4-16, T-4-17, T-4-18	2
0-4-4	SE JUDGE'S CHAMBERS	T-4-19, T-4-20, T-4-21, T-4-22, T-4-23	2
0-5-1	NW JUDGE'S CHAMBERS	T-5-5, T-5-6, T-5-7, T-5-8, T-5-9	
0-5-2	SW JUDGE'S CHAMBERS	T-5-26, T-5-27, T-5-28, T-5-29, T-5-30	
0-5-3	NE JUDGE'S CHAMBERS	T-5-14, T-5-15, T-5-16, T-5-17, T-5-18	
0-5-4	SE JUDGE'S CHAMBERS	T-5-19, T-5-20, T-5-21, T-5-22, T-5-23	
0-6-1	NW JUDGE'S CHAMBERS	T-6-5, T-6-6, T-6-7, T-6-8, T-6-9	
0-6-2	SW JUDGE'S CHAMBERS	T-6-26, T-6-27, T-6-28, T-6-29, T-6-30	
0-6-3	NE JUDGE'S CHAMBERS	T-6-14, T-6-15, T-6-16, T-6-17, T-6-18	
0-6-4	SE JUDGE'S CHAMBERS	T-6-19, T-6-20, T-6-21, T-6-22, T-6-23	

SEE SPECIFICATION 15800 FOR CONTROL FUNCTION OF SWITCH  
 NOTE

DDC VAV (R) Thermostat overrides

# Chilled Water System (Including Pumping)

Chiller Data									
Tag	Yr	Mfr.	Model	Type	Compressor Type	Capacity (Tons)	Location/Area Served	Condition (G/F/P)	Note
CH1	01	York	YTG1A3E1-CNG	Water-Cooled	Centrifugal	350	Mech. Rm. / Entire Facility	G	2
CH2	01	York	YTG1A3E1-CNG	Water-Cooled	Centrifugal	350	Mech. Rm. / Entire Facility	G	2

Pump Data Chilled/Condenser Water									
Tag	Mfr.	Model	HP	Flow	Flow (gpm)	Head (ft.)	Condition (G/F/P)	Note	
CWP 1&2	Baldor	Wheatley 9-3-0306	25	Variable	1050	75	G	1	
CWP 3&4	Leeson	C184TT	5	Variable	55	95	G	1	
CHWRP 1&2	Baldor	Super E EM2535T	30	Variable	500	150	G	1	

Note:

- 1: Variable speed, Evapco Cooling Tower , 12KW Elec. Basin Heater, VFD fan motors
- 2: R-123



Fig. Chiller 1 Cooling Tower



Fig. Chiller 1

## Air-Handling Systems

Air Handling Units								
Tag	Year	Mfr	Model	Type	Cooling	Heating	Condition (G/F/P)	Notes
AHU 6B	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 6A	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 5B	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 5A	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 4B	2001	York	XTI-063	Multi-zone	CHW	HHW	Good	--
AHU 4A	2001	York	XTI-063	Multi-zone	CHW	HHW	Good	--
AHU 3B	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 3A	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 2B	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 2A	2001	McQuay	CAH035	Multi-zone	CHW	HHW	Good	--
AHU 1B	2001	York	XTI-069	Multi-zone	CHW	HHW	Good	--
AHU 1A	2001	McQuay	CAH050DAC	Multi-zone	CHW	HHW	Good	--

Air Handling Units Fan Motors								
AHU Tag	Supply Fan Motor				Return Fan Motor			Notes
	HP	Efficiency	Control Type	VFD?	HP	Control Type	VFD?	
AHU 6B	20	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 6A	20	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 5B	20	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 5A	20	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 4B	20	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 4A	20	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 3B	25	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 3A	25	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 2B	25	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 2A	25	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 1B	3	U	DDC	Yes	N/A	N/A	N/A	N/A
AHU 1A	40	U	DDC	Yes	N/A	N/A	N/A	N/A

Note:

- 1: Does not run often according to facility personnel



Fig. AHU TYP.



Fig. Typical FA-VAV

# Heating Hot Water System (Including Pumping)

Boiler/Heat Exchanger Data									
Tag	Yr	M fr.	Model	Type	Fuel	Control	Areas Served	Condition (G/F/P)	Note
WH-1&2	2001	Precision	HWS3662V	STND-Boiler	Elec.	DDC	Mech. Rm. / Entire Facility	Good	1

Heating Water System Pump Motor Data									
Tag	Yr	Mfr	Model	HP	Flow	Flow (gpm)	Head (PSI)	Condition (G/F/P)	Note
WP-1&2	01	SyncroFlo	100184	10HP	Constant	160	50	G	1

Note:

- 1: 36KW Input, 480V/3P, 44Amps with Reduced Pressure backflow preventers (below), hot water circulation pump 1/3 HP @5GPM, mixing valve MV-1 25GPM (5 GPM min.) @10 PSIG, and variable speed. booster pumps package (above).



Fig.  
Wh-1&2

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Product Number	Condition (G/F/P)	Note
Booster Tank	SyncroFlo	170-30" dia.	2001	Mech Room	222372	G	1, 2

Note:

- 1: HydroCumulator Pressure Tank, 200 psig max.- 80psig precharged
- 2: Small DHW circulation pump present, and booster pumps WP-1&2 (above).



Fig. DHW Booster Pumps



Fig. Backflow Preventers

ID	Type	GPM	PSIG	Location	Service To	Condition (G/F/P)
BFP-1A	RP	250	7	Mech Room	Domestic	G
BFP-1B	RP	250	7	Mech Room	Domestic	G
BFP-2	RP	200	7	Mech Room	Mech-. Make-up	G

# Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
6th Floor	16L w/ Auto	20S	4L	--
5th Floor	16L w/ Auto	20S	4L	--
4th Floor	8L w/ Auto	12S	3L	--
3rd Floor	8L w/ Auto	12S	3L	--
2nd Floor	18L w/ Auto	16S	5L	--
1st Floor	13L w/ Auto	18S	3L	--



Fig. Typical Facility Faucets



Fig. Typical Facility Toilet

# Direct Expansion Systems

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
N/A		2001	Computer Rm. AHU	Liebert	DE192GU	Cooling Only	16	Good	-



Fig. Computer Rm.  
DX Unit

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Georgia Power Rate Schedule – TOU-MB

Month	kWh	Pk kW	Cost
Mar, 2013			
Apr. 2013			
May, 2013			
Jun, 2013			
Jul, 2013			
Aug, 2013			
Sept, 2013			
Oct, 2013			
Nov, 2013			
Dec, 2013			
Jan, 2013			
Feb, 2013			
TOTALS			

Table 2: Natural Gas Consumption Data (Not Yet Available)

COST DATA NOT AVAILABLE

Month	Therms	Cost
Sep-12		
Oct-12		
Nov-12		
Dec-12		
Jan-13		
Feb-13		
Mar-13		
Apr-13		
May-13		
Jun-13		
Jul-13		
Aug-13		
TOTALS		

Table 3: Water / Sewer Consumption Data (Not Yet Available)

MONTH	BLENDED RATE [\$/KGAL]	TOTAL CONSUMPTION [KGAL]	TOTAL CHARGES [\$]
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
<b>Avg / Total:</b>			

## Appendix 3 - Facility Floor Plans

Fig. 1st Floor Plan

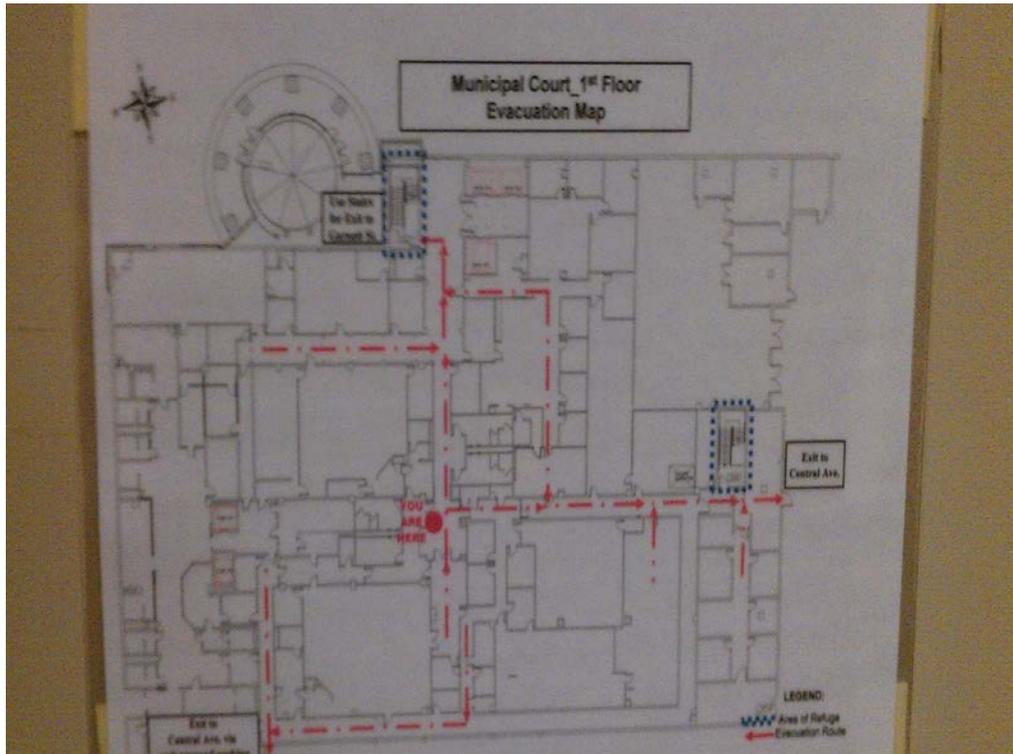


Fig. 2<sup>nd</sup> Floor Plan

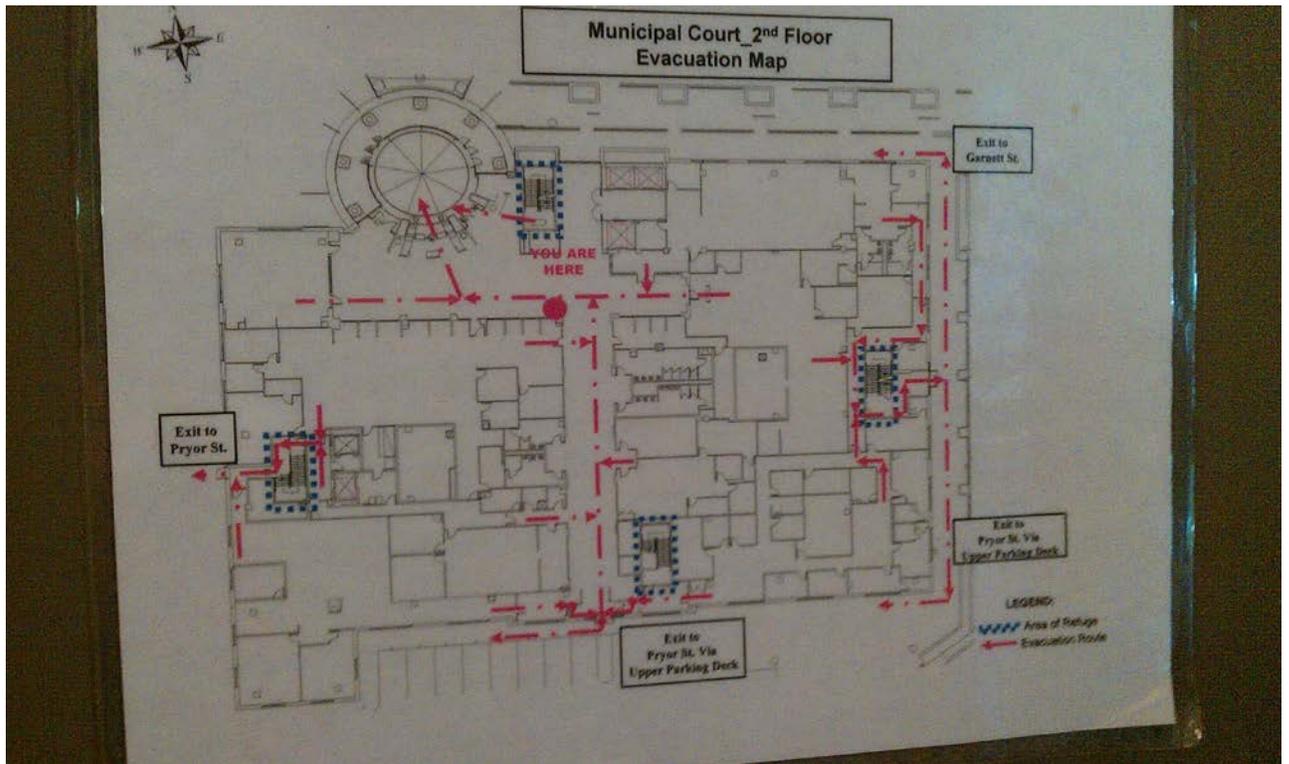


Fig. 3<sup>rd</sup> Floor Plan

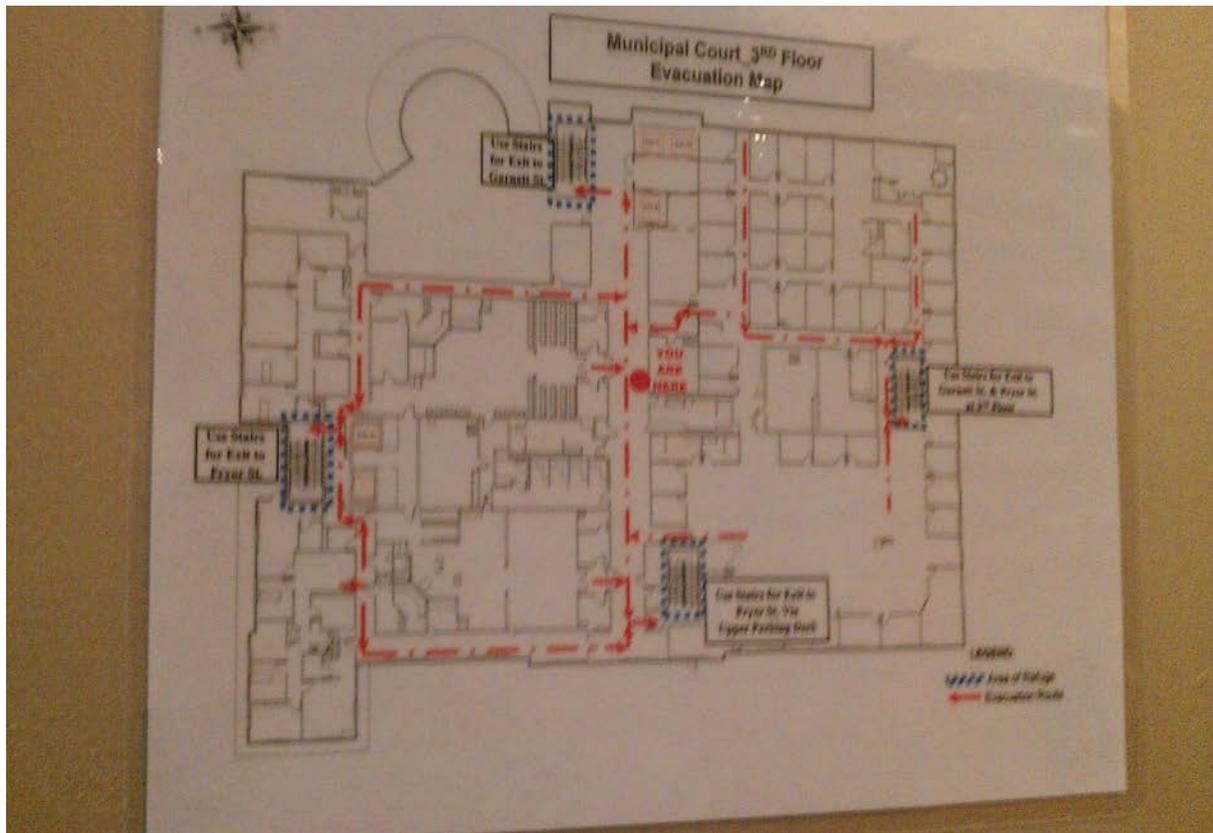


Fig. 4th Floor Plan

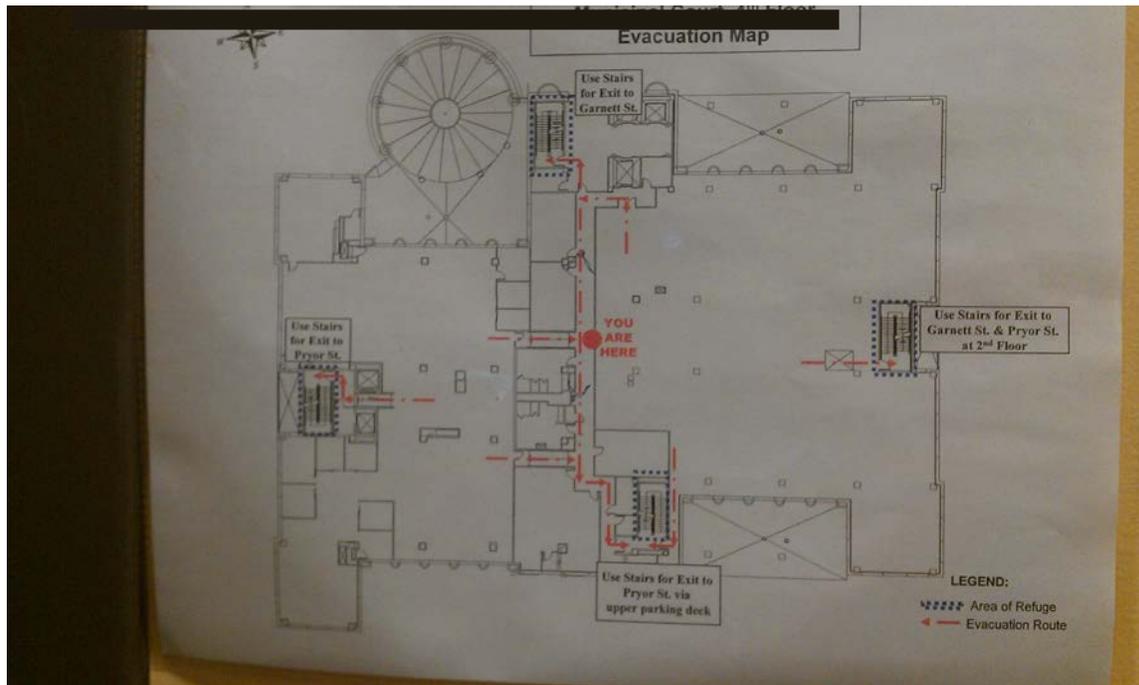
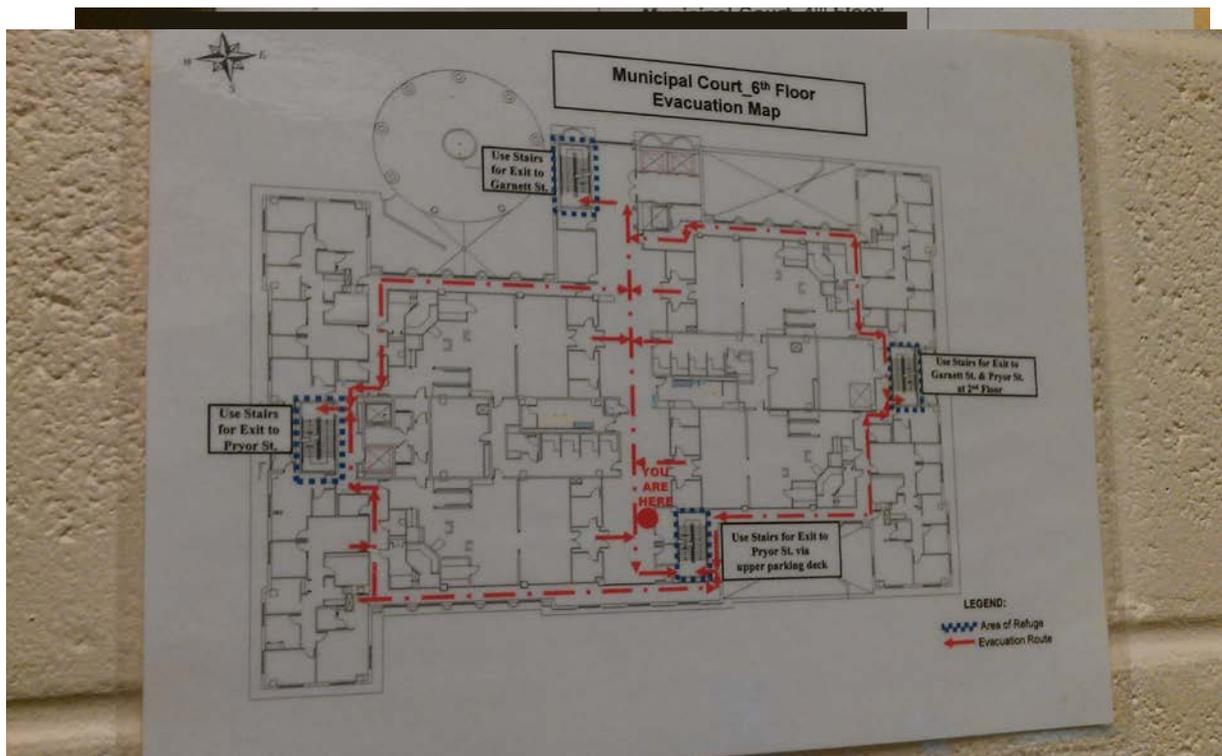


Fig. 6th Floor Plan



# Facility Data to Include in ESPC RFP

## Chester Motor Facility (Partial Report)

(Complete access was NOT provided during the time of the audit)

<b>Building Name</b>	Chester Motor Facility
<b>Building Function</b>	Administrative
<b>Building Area (Property Data)</b>	approx. 40,000
<b>Number of Floors</b>	1
<b>Year Built/ Major Renovations</b>	Unknown
<b>Building Occupancy</b>	Weekdays: 5 + Visitors
	Weekends/Holidays: 5 + Visitors
<b>Building Operational Hours</b>	Weekdays: M-T 7-5:30 PM Friday 7-3:30 PM
	Weekends/Holidays: Closed



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical / Lighting
Dave Wagner	Water
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/13/2014	9:00 AM

## General Building Description

The Chester Motor Facility is an administrative and storage facility. The building is single-story and has two large storage bays. There are 160 employees assigned to this building; however, there are only 5 office staff occupying the facility. The facility property is shared by two other city departments.

# Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	--	--	--
Natural Gas	Y	Y	N	47421911	--	--
Water	Y	--	N	--	--	--
Sewer	Y	--	N	--	--	--

# Building Envelope

This building construction is CMU with a face-brick overlay. The interior walls are painted CMU. The interior ceiling is acoustical tile under insulated metal decking. There is a flat roof with a large corrugated metal overhang. The facility windows and doors are double pane with tinting.



Fig. Building Interior Ceiling



Fig. Interior Walls

# Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
Restrooms	5 L Auto	7 L Auto	2 L Auto	6 L

# Lighting

Area	Predominant Fixture	Controls	Approx. Quantity	Note
SE Office 1	T8	Wall Switch	2	--
Office 2	T8	Wall Switch	2	--
3	T8	Wall Switch	3	--
4	T8	Wall Switch	2	--
Common	T8	Wall Switch	8	--
Breakroom	T8	Wall Switch	2	--
West Hallway	T8	Wall Switch	4	--
5	T8	Wall Switch	2	--
6	T8	Wall Switch	2	--
7	T8	Wall Switch	2	--
8	T8	Wall Switch	4	--
Reception	T8	Wall Switch	4	--
Reception 1	T8	Wall Switch	2	--
Reception 2	T8	Wall Switch	4	--
Reception 3	T8	Wall Switch	2	--
Main Hall	T8	Wall Switch	8	--
Dining	T8	Wall Switch	9	--
Dining Men's RR Locker	T8	Wall Switch	6	--
Dining Men's RR	Recessed T8 W/ Acrylic Lens	Wall Switch	4	--
Showers	Recessed T8 W/ Acrylic Lens	Wall Switch	2	--
Women's Same as mens	Recessed T8 W/ Acrylic Lens	Wall Switch	2	--
filing	T8	Wall Switch	2	--
Bay	--	Wall Switch	4	--
Exterior	Spotlights	Photocell	10	--

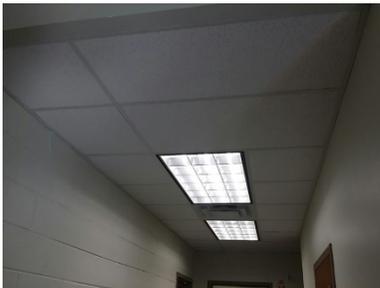


Fig. Typical Lighting



Fig. Bay Lighting

# Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	A.O. Smith	FCG 75300 300	2009	Mech Room	74	F	--



Fig. Building DHW

## HVAC System Overall Description

This facility is served by several DX / Natural Gas split system and package units. According to facility personnel, there are four (4) DX / Natural gas RTUs (approx. 5-10 tons each); however, were unable to access these units at the time of the audit. Each unit is independently controlled and monitored. There are natural gas unit heaters in the bays (two in each); however, they are not used, according to facility personnel.



Fig. Bay Unit Heater



Fig. Facility Mini-Split

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	Thermostat	
<b>Programmable Thermostats (Y/N)</b>	N	
<b>Mfr./Vendor</b>	Honeywell	
<b>Connected to Facility-wide EMCS (Y/N)</b>	N	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N/A	Weekdays: 71 degF
	Weekends/Holidays: N/A	Weekends/Holidays: 71 degF
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N/A	

# Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
AHU 1	Exterior	--	York	DH180N24A2AAA2D	15	Natural Gas	F	--
Split System AHU	Exterior Mech Room	--	York	--	7.5	Natural Gas	F	1

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
CU-1	Exterior	--	Mini-Split	Fujitsu	A0U12R2	Cooling Only	1	F	--
CU-2	Exterior	--	Split System AHU	York	YC090C00A2AAA2A	Cooling Only	7.5	F	--

Note:

- 1: No legible tag found



Fig. Condensing Unit



Fig. Facility Package Unit

## Appendix 1 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	618898007		
Month	kWh	Pk kW	Cost
Mar, 2013	9,440	21	\$ 1,337
Apr, 2013	8,320	26	\$ 1,286
May, 2013	10,720	27	\$ 1,454
Jun, 2013	15,360	45	\$ 1,797
Jul, 2013	14,240	40	\$ 1,697
Aug, 2013	14,720	34	\$ 1,722
Sept, 2013	13,600	35	\$ 1,590
Oct, 2013	8,640	22	\$ 1,364
Nov, 2013	9,760	24	\$ 1,415
Dec, 2013	12,000	24	\$ 1,526
Jan, 2013	11,200	27	\$ 1,530
Feb, 2013	9,920	22	\$ 1,471
<b>TOTALS</b>	<b>137,920</b>		<b>\$ 18,190</b>

Accnt No.	3455605		
Month	kWh	Pk kW	Cost
Mar, 2013	1,020	-	\$ 92
Apr, 2013	1,020	-	\$ 92
May, 2013	1,020	-	\$ 98
Jun, 2013	1,020	-	\$ 98
Jul, 2013	1,020	-	\$ 98
Aug, 2013	1,020	-	\$ 98
Sept, 2013	1,020	-	\$ 92
Oct, 2013	1,020	-	\$ 92
Nov, 2013	1,020	-	\$ 92
Dec, 2013	1,020	-	\$ 94
Jan, 2013	1,020	-	\$ 94
Feb, 2013	1,020	-	\$ 95
<b>TOTALS</b>	<b>12,240</b>		<b>\$ 1,134</b>

Accnt No.	1071181015		
Month	kWh	Pk kW	Cost
Mar, 2013	428	-	\$ 83
Apr, 2013	243	-	\$ 55
May, 2013	143	-	\$ 40
Jun, 2013	171	-	\$ 45
Jul, 2013	187	-	\$ 47
Aug, 2013	187	-	\$ 47
Sept, 2013	182	-	\$ 46
Oct, 2013	293	-	\$ 63
Nov, 2013	491	-	\$ 93
Dec, 2013	744	-	\$ 132
Jan, 2013	698	-	\$ 129
Feb, 2013	472	-	\$ 93
<b>TOTALS</b>	<b>4,239</b>		<b>\$ 873</b>

Accnt No.	4723285018		
Month	kWh	Pk kW	Cost
Mar, 2013	2,058	-	\$ 332
Apr, 2013	1,056	-	\$ 179
May, 2013	1,206	-	\$ 208
Jun, 2013	1,371	-	\$ 234
Jul, 2013	1,374	-	\$ 235
Aug, 2013	1,656	-	\$ 280
Sept, 2013	1,396	-	\$ 231
Oct, 2013	1,130	-	\$ 190
Nov, 2013	1,026	-	\$ 174
Dec, 2013	1,893	-	\$ 309
Jan, 2013	1,276	-	\$ 220
Feb, 2013	1,002	-	\$ 176
<b>TOTALS</b>	<b>16,444</b>		<b>\$ 2,768</b>

<b>Accnt No.</b>	<b>8724899001</b>		
<b>Month</b>	<b>kWh</b>	<b>Pk kW</b>	<b>Cost</b>
<b>Mar, 2013</b>	10,120	19	\$ 973
<b>Apr, 2013</b>	10,760	20	\$ 1,000
<b>May, 2013</b>	10,840	21	\$ 1,063
<b>Jun, 2013</b>	11,360	21	\$ 1,065
<b>Jul, 2013</b>	11,200	21	\$ 1,057
<b>Aug, 2013</b>	11,520	22	\$ 1,096
<b>Sept, 2013</b>	11,320	22	\$ 1,001
<b>Oct, 2013</b>	9,880	25	\$ 940
<b>Nov, 2013</b>	9,640	17	\$ 930
<b>Dec, 2013</b>	10,280	17	\$ 962
<b>Jan, 2013</b>	9,360	21	\$ 945
<b>Feb, 2013</b>	9,040	17	\$ 931
<b>TOTALS</b>	<b>125,320</b>		<b>\$ 11,965</b>

Table 2: Natural Gas Consumption Data

<b>Accnt No.</b>	<b>2040136554</b>	
<b>Month</b>	<b>Consumption (Therms)</b>	<b>Cost</b>
Jan-12	0.0	Not Available
Feb-12	0.0	Not Available
Mar-12	0.0	Not Available
Apr-12	0.0	Not Available
May-12	1,510.4	Not Available
Jun-12	55.7	Not Available
Jul-12	66.8	Not Available
Aug-12	51.6	Not Available
Sep-12	66.7	Not Available
Oct-12	73.8	Not Available
Nov-12	214.3	Not Available
Dec-12	467.5	Not Available

Acct No.	1411073072	
Month	Consumption (Therms)	Cost
Jan-12	0.0	Not Available
Feb-12	0.0	Not Available
Mar-12	0.0	Not Available
Apr-12	0.0	Not Available
May-12	1,510.4	Not Available
Jun-12	55.7	Not Available
Jul-12	66.8	Not Available
Aug-12	51.6	Not Available
Sep-12	66.7	Not Available
Oct-12	73.8	Not Available
Nov-12	214.3	Not Available
Dec-12	467.5	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

## Appendix 2 - Facility Floor Plans (Not Yet Available)

# Facility Data to Include in ESPC RFP

## DOA Tech Campus

<b>Building Name</b>	Tech Campus
<b>Building Function</b>	Multi-Purpose
<b>Building Area (Property Data)</b>	62,667
<b>Number of Floors</b>	1
<b>Year Built/ Major Renovations</b>	2002
<b>Building Occupancy</b>	Weekdays: Varies
	Weekends/Holidays: Varies
<b>Building Operational Hours</b>	Weekdays: 6:30 AM - 7:00 PM
	Weekends/Holidays: Varies



<b>Auditor Team</b>	<b>Member Role</b>
Raja Chirumamilla	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/7/2014	9:00 AM

## General Building Description

This building is a multi-purpose technical campus. The building design consists of five (5) pods. The building was originally designed to be a temporary building. There are two (2) trailers on this building.

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	DK3494	--	--
Natural Gas	N	--	N	--	--	--
Water	Y	Y	N	--	--	--
Sewer	Y	--	N	--	--	--

## Building Envelope

The exterior walls consist of CMU with architectural overlay. The interior walls are gypsum board over metal framing with fiberglass insulation. The windows and doors are a mixture of tinted glass with metal framing and hollow core. The building roof is white foam insulation over metal decking.



Fig. Building Envelope Example

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
Pod A	L	S	L	--
Pod B	L	S	L	--
Pod C	L	S	L	--
Pod D	L	S	L	--
Pod E	L	S	L	--

## Lighting

**Fixtures:** The Tech Campus has a mix of fluorescent, compact fluorescent, and halogen lighting throughout. This lighting comprises mostly suspended direct/indirect linear T8 fixtures with three lamps per 4 foot linear section. There are several sets of track lighting fitted with halogen lamps originally intended for illumination of art but the walls illuminated are now mostly occupied by filing cabinets and other furnishings.

The remainder of the office lighting comprises recessed troffers of either deep cell parabolic or lensed design and fitted with T8 lamps; and recessed cans fitted with pin-base compact fluorescent lamps driven with electronic ballasts. Fixtures in conference rooms are fitted with dimming ballasts.

Others include vanity fixtures fitted with 4ft T8 lamps driven with electronic ballasts, and some T8 U-Bend fixtures in some restrooms, closets, and utility spaces.

Extensive use is made of night lighting fixtures throughout the facility. They are fitted with battery backup ballasts.

Exterior fixtures comprise up-down wall-mounted cylinder fixtures with high pressure sodium lamps; walkway bollards with metal halide lamps; pole-mounted shoebox fixtures for the parking lots and driveways; and wall jar fixtures fitted with compact fluorescent lamps at the entries to the portable buildings.

**Controls:** Control of interior fixtures is done with standard wall toggle switches; dimmer controls are in place where necessary. Exterior lighting control is not known, but is likely one or two master photocells, or a timer.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Electric	A.O. Smith	DEL 20 102	--	Mech Room	19	F	--



Fig. Domestic Hot Water

## HVAC System Overall Description

The building HVAC is as follows:

- Four (4) Trane package RTUs with DX cooling and electric resistance heat
- Five (5) BARD PIUs serve each of the trailers
- Electric resistance baseboard heating

All units are independently controlled by individual thermostats. There are currently no active setbacks or temperature resets applied to any units in this facility.



Fig. Building Thermostat



Fig. Building Baseboard Heaters

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC	
<b>Programmable Thermostats (Y/N)</b>	N	
<b>Mfr./Vendor</b>	Varies	
<b>Connected to Facility-wide EMCS (Y/N)</b>	N	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N/A	Weekdays: N/A
	Weekends/Holidays: N/A	Weekends/Holidays: N/A
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N/A	

## Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
RTU	POD C Roof	2002	Trane	SXHFC40	40	Electric	F	--
RTU	POD B Roof	2002	Trane	SEHFC50	48	Electric	F	--
RTU	Roof	2002	Trane	TCD060	5	Electric	F	--
RTU	Roof	2002	Trane	SEHFC50	48	Electric	F	--



Fig. Building RTU



Fig. Building RTU

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

<b>Building or Area</b>	<b>Qty</b>
<b>Room or Defined Place</b>	
<b>Fixture Description</b>	
Central	373
corridor	
Recessed Troffer, with three (3) F32T8 lamps	14
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
Main Lobby	
Wall-wash, with two (2) 13W PL CF lamps	20
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	10
Strip, with two (2) F32T8 lamps	68
Strip, with two (2) F17T8 lamps	32
Storm Lobby	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	3
C12 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
C15 Office	
Recessed Troffer, with three (3) F32T8 lamps	6
C16 roof access and electrical	
Strip, with two (2) F32T8 lamps	1
C20 telephone punchdown	
Strip, with two (2) F32T8 lamps	3
C23 RR	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	3
Strip, with two (2) F32T8 lamps	1
C24 Drawing Room	
Recessed Troffer, with three (3) F32T8 lamps	20
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	5
C24 Shredder room and receiving	
Recessed Troffer, with three (3) F32T8 lamps	4
C25 RR	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Strip, with two (2) F32T8 lamps	1
C29 MIS	
Recessed Troffer, with three (3) F32T8 lamps	4
C32 kitchenette	
Recessed Troffer, with three (3) F32T8 lamps	2
C33 mrr	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	4
Strip, with two (2) F32T8 lamps	3
C34 wrr	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	3
Strip, with two (2) F32T8 lamps	3

<b>Building or Area</b>	<b>Qty</b>
C37 conf room	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	21
Strip, with two (2) F32T8 lamps	14
Strip, with two (2) F17T8 lamps	8
C40 Conf Rm	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	21
Strip, with two (2) F32T8 lamps	10
C42 Conf Rm	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	28
Strip, with two (2) F32T8 lamps	12
C43 storage closet	
Strip, with two (2) F32T8 lamps	1
C46 conf room	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	21
Strip, with two (2) F32T8 lamps	14
Strip, with two (2) F17T8 lamps	8
East	187
adj A5 and A93	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
open office	
Direct-Indirect, with three (3) F32T8 lamps	9
Track Light, with one (1) MR16 halogen lamp	65
Track Light, with one (1) 50W R or PAR halogen flood	4
Recessed Troffer, with three (3) F32T8 lamps	2
soffit over break	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	2
soffit over RRs	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	2
storm lobby by A1	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	1
storm lobby by A93	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	1
Storm lobby facing trailers, N	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Storm lobby facing trailers, S	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Storm lobby facing trailers. N	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
wall washers near break	
Track Light, with one (1) 50W R or PAR halogen flood	12
0 blank line	
Recessed Troffer, with one (1) F32T8 lamp	0
A1 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A100 corridor	
Recessed Troffer, with three (3) F32T8 lamps	7
A100 office	

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with three (3) F32T8 lamps	2
A101 office	
Recessed Troffer, with three (3) F32T8 lamps	2
A102 office	
Recessed Troffer, with three (3) F32T8 lamps	2
A103 office	
Recessed Troffer, with three (3) F32T8 lamps	7
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
A105A Toilet	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Strip, with two (2) F32T8 lamps	1
A106 conf room	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	9
A110 wrr	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	4
Strip, with two (2) F32T8 lamps	5
A111 janitor closet	
Strip, with two (2) F32T8 lamps	1
A112 mrr	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	4
Strip, with two (2) F32T8 lamps	5
A115 electrical	
Strip, with two (2) F32T8 lamps	1
A116 Break	
Recessed Troffer, with three (3) F32T8 lamps	8
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
A2 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A3 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A4 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A5 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A93 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A94 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A95 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A96 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
A97 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
East and West	132
open office	
Direct-Indirect, with six (6) F32T8 lamps	132

<b>Building or Area</b>	<b>Qty</b>
Exterior	117
delivery door	
Wall-Pack, with one (1) 100W high-pressure sodium lamp	1
entry awning	
Wall-wash, with two (2) 13W PL CF lamps	6
parking	
Shoe-Box, with one (1) 250W high-pressure sodium lamp	50
side entries	
Surface, Pendant, or Cable-hung Cylinder, with one (1) 70W high-pressure sodium lamp	32
walkways	
Bollard, with one (1) 100W metal halide lamp	28
Trailer D	46
mech	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
mrr	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
open office	
Recessed Troffer, with three (3) F32T8 lamps	37
storage	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
wrr	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
D1 conf room	
Recessed Troffer, with four (4) F32T8 lamps	2
D21 photocopy	
Recessed Troffer, with four (4) F32T8 lamps	3
Trailer E	57
mech	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
mrr	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
open office	
Recessed Troffer, with four (4) F32T8 lamps	33
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	2
wrr	
Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	1
E30 Closet	
Surface Canopy or Drum, with two (2) 60W incandescent lamps	1
E30 conf room	
Recessed Troffer, with four (4) F32T8 lamps	8
E30 drawings locker	
Recessed Troffer, with four (4) F32T8 lamps	1
E31 Closet	
Surface Canopy or Drum, with two (2) 60W incandescent lamps	1
E31 conf room	
Recessed Troffer, with four (4) F32T8 lamps	8

<b>Building or Area</b>	<b>Qty</b>
Trailer Exterior	3
entry doors	
Jelly Jar, with one (1) 13W PL CF lamp	3
West	161
adj B5 and other side	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
Break	
Recessed Troffer, with three (3) F32T8 lamps	8
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
electrical	
Strip, with two (2) F32T8 lamps	1
janitor closet	
Strip, with two (2) F32T8 lamps	1
mrr	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	4
Strip, with two (2) F32T8 lamps	5
Office	
Recessed Troffer, with three (3) F32T8 lamps	10
open office	
Direct-Indirect, with three (3) F32T8 lamps	9
Track Light, with one (1) MR16 halogen lamp	65
Track Light, with one (1) 50W R or PAR halogen flood	4
Recessed Troffer, with three (3) F32T8 lamps	2
soffit over break	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	2
soffit over RRs	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	2
storm lobby facing inner yard	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	2
Storm lobby facing parking, N	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Storm lobby facing parking, S	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Storm lobby facing parking, N	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	1
Storm lobby facing trailers, S	
Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	2
wall washers near break	
Track Light, with one (1) 50W R or PAR halogen flood	12
wrr	
Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	4
Strip, with two (2) F32T8 lamps	5
B1 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
B2 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
B3 Office	

Building or Area	Qty
Recessed Troffer, with three (3) F32T8 lamps	2
B4 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
B5 Office	
Recessed Troffer, with three (3) F32T8 lamps	2
C22 First Aid	
Recessed Troffer, with three (3) F32T8 lamps	2
C30 conf room	
Recessed Troffer, with three (3) F32T8 lamps	2
C44 conf room	
Recessed Troffer, with three (3) F32T8 lamps	2
<b>Grand Total</b>	<b>1076</b>

Table 2: Lighting Survey by Room

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
Exterior	walkways	4	0	Bollard, with one (1) 100W metal halide lamp	0.13	28	3.640	15,954
Exterior	side entries	5	5	Surface, Pendant, or Cable-hung Cylinder, with one (1) 70W high-pressure sodium lamp	0.09	24	2.160	18,935
Exterior	side entries	5	5	Surface, Pendant, or Cable-hung Cylinder, with one (1) 70W high-pressure sodium lamp	0.09	8	0.720	3,156
Exterior	entry awning	5	0	Wall-wash, with two (2) 13W PL CF lamps	0.027	6	0.162	710
Exterior	parking	5	0	Shoe-Box, with one (1) 250W high-pressure sodium lamp	0.295	50	14.750	64,649
Exterior	delivery door	5	0	Wall-Pack, with one (1) 100W high-pressure sodium lamp	0.13	1	0.130	570
Trailer Exterior	entry doors	5	0	Jelly Jar, with one (1) 13W PL CF lamp	0.013	3	0.039	78
East and West	open office	5	4	Direct-Indirect, with six (6) F32T8 lamps	0.176	132	23.232	78,989
East	open office	5	4	Direct-Indirect, with three (3) F32T8 lamps	0.088	9	0.792	2,693
East	open office	5	4	Track Light, with one (1) MR16 halogen lamp	0.05	35	1.750	5,950
East	open office	5	5	Track Light, with one (1) 50W R or PAR halogen flood	0.05	4	0.200	680
East	open office	5	4	Track Light, with one (1) MR16 halogen lamp	0.05	30	1.500	5,100

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
East	storm lobby by A93	5	0	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	1	0.013	44
East	storm lobby by A1	5	0	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	1	0.013	44
East	open office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	158
East	A93 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A94 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A95 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A96 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A97 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A116 Break	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	8	0.704	2,394
East	A116 Break	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184
East	A115 electrical	5	0	Strip, with two (2) F32T8 lamps	0.058	1	0.058	29
East	A112 mrr	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	4	0.052	177
East	A112 mrr	5	5	Strip, with two (2) F32T8 lamps	0.058	5	0.290	986
East	A111 janitor closet	5	5	Strip, with two (2) F32T8 lamps	0.058	1	0.058	29
East	A110 wrr	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	4	0.052	177
East	A110 wrr	5	5	Strip, with two (2) F32T8 lamps	0.058	5	0.290	986
East	soffit over RRs	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	2	0.026	88
East	soffit over break	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	2	0.026	88
East	wall washers near break	5	5	Track Light, with one (1) 50W R or PAR halogen flood	0.05	12	0.600	2,040
East	open office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	158
East	A5 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A4 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A3 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
East	A2 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A1 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	adj A5 and A93	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184
Central	C20 telephone punchdown	5	5	Strip, with two (2) F32T8 lamps	0.058	3	0.174	174
Central	C16 roof access and electrical	5	5	Strip, with two (2) F32T8 lamps	0.058	1	0.058	58
Central	corridor	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	5	0.440	3,857
Central	corridor	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	9	0.792	2,693
Central	C23 RR	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	81
Central	C23 RR	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
Central	c23 RR	5	5	Strip, with two (2) F32T8 lamps	0.058	1	0.058	87
Central	C32 kitchenette	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	176
Central	C32 kitchenette	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	771
Central	corridor	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184
Central	C24 Drawing Room	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	5	0.135	459
Central	C24 Drawing Room	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	20	1.760	4,576
Central	C24 Shredder room and receiving	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	4	0.352	915
Central	C25 RR	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
Central	C25 RR	5	5	Strip, with two (2) F32T8 lamps	0.058	1	0.058	87
Central	C40 Conf Rm	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	473
Central	C40 Conf Rm	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	19	0.513	770
Central	C40 Conf Rm	5	3	Strip, with two (2) F32T8 lamps	0.058	10	0.580	870
Central	C42 Conf Rm	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	473

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
Central	C42 Conf Rm	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	26	0.702	1,053
Central	C42 Conf Rm	5	3	Strip, with two (2) F32T8 lamps	0.058	12	0.696	1,044
Central	C29 MIS	4	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	3	0.264	475
Central	C29 MIS	0	0	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	771
Central	C12 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	158
Central	C12 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	771
Central	C15 Office	5	3	Recessed Troffer, with three (3) F32T8 lamps	0.088	5	0.440	792
Central	C15 Office	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	771
Central	C43 storage closet	5	0	Strip, with two (2) F32T8 lamps	0.058	1	0.058	29
West	open office	5	4	Direct-Indirect, with three (3) F32T8 lamps	0.088	9	0.792	2,693
West	open office	5	4	Track Light, with one (1) MR16 halogen lamp	0.05	35	1.750	5,950
West	open office	5	5	Track Light, with one (1) 50W R or PAR halogen flood	0.05	4	0.200	680
West	open office	5	4	Track Light, with one (1) MR16 halogen lamp	0.05	30	1.500	5,100
West	storm lobby facing inner yard	5	0	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	1	0.013	44
West	storm lobby facing inner yard	5	0	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	1	0.013	44
West	open office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	158
West	B1 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	B2 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	B3 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	B4 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	B5 Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	Break	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	8	0.704	2,394
West	Break	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
West	electrical	5	0	Strip, with two (2) F32T8 lamps	0.058	1	0.058	29
West	mrr	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	4	0.052	177
West	mrr	5	5	Strip, with two (2) F32T8 lamps	0.058	5	0.290	986
West	janitor closet	5	5	Strip, with two (2) F32T8 lamps	0.058	1	0.058	29
West	wrr	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	4	0.052	177
West	wrr	5	5	Strip, with two (2) F32T8 lamps	0.058	5	0.290	986
West	soffit over RRs	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	2	0.026	88
West	soffit over break	5	5	Recessed Can or Ceiling Square, with one (1) 13W PL CF lamp	0.013	2	0.026	88
West	wall washers near break	5	5	Track Light, with one (1) 50W R or PAR halogen flood	0.05	12	0.600	2,040
West	open office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	158
West	Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	Office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
West	adj B5 and other side	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184
West	Storm lobby facing parking, N	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
West	Storm lobby facing parking, N	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	92
West	Storm lobby facing parking, S	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
West	Storm lobby facing trailers, S	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184
East	Storm lobby facing trailers, N	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
East	Storm lobby facing trailers, N	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
East	Storm lobby facing trailers, S	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
East	0 blank line	5	5	Recessed Troffer, with one (1) F32T8 lamp	0.031	0	0.000	0
West	C30 conf room	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	264
West	C44 conf room	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	264
West	C22 First Aid	0	0	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	176
East	A106 conf room	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	9	0.243	437
East	A100 office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A101 office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A102 office	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	2	0.176	317
East	A103 office	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	7	0.616	1,109
East	A103 office	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	97
East	A105A Toilet	5	5	Strip, with two (2) F32T8 lamps	0.058	1	0.058	58
East	A105A Toilet	3	0	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	0
East	A100 corridor	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	1	0.088	771
East	A100 corridor	5	5	Recessed Troffer, with three (3) F32T8 lamps	0.088	6	0.528	1,795
Trailer E	open office	5	4	Recessed Troffer, with four (4) F32T8 lamps	0.112	33	3.696	9,240
Trailer E	open office	5	4	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	2	0.116	290
Trailer E	E30 conf room	5	3	Recessed Troffer, with four (4) F32T8 lamps	0.112	8	0.896	2,240
Trailer E	E30 Closet	5	5	Surface Canopy or Drum, with two (2) 60W incandescent lamps	0.12	1	0.120	60
Trailer E	E30 drawings locker	0	0	Recessed Troffer, with four (4) F32T8 lamps	0.112	1	0.112	56
Trailer E	E31 conf room	5	3	Recessed Troffer, with four (4) F32T8 lamps	0.112	8	0.896	2,240
Trailer E	E31 Closet	5	5	Surface Canopy or Drum, with two (2) 60W incandescent lamps	0.12	1	0.120	60

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
Trailer E	wrr	5	5	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	58
Trailer E	mrr	5	5	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	58
Trailer E	mech	0	0	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	29
Trailer D	open office	5	4	Recessed Troffer, with three (3) F32T8 lamps	0.088	37	3.256	8,140
Trailer D	wrr	5	5	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	58
Trailer D	mrr	5	5	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	58
Trailer D	D1 conf room	5	4	Recessed Troffer, with four (4) F32T8 lamps	0.112	2	0.224	224
Trailer D	D21 photocopy	5	4	Recessed Troffer, with four (4) F32T8 lamps	0.112	3	0.336	840
Trailer D	storage	0	0	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	29
Trailer D	mech	0	0	Recessed Troffer, with two (2) 31/32W U-Bend T8 lamp	0.058	1	0.058	29
Central	C46 conf room	5	3	Strip, with two (2) F32T8 lamps	0.058	14	0.812	1,624
Central	C46 conf room	5	3	Strip, with two (2) F17T8 lamps	0.031	8	0.248	496
Central	C46 conf room	5	3	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	20	0.540	1,080
Central	C46 conf room	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
Central	C37 conf room	5	3	Strip, with two (2) F32T8 lamps	0.058	14	0.812	1,624
Central	C37 conf room	5	3	Strip, with two (2) F17T8 lamps	0.031	8	0.248	496
Central	C37 conf room	5	3	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	20	0.540	1,080
Central	C37 conf room	5	0	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
Central	Main Lobby	5	4	Wall-wash, with two (2) 13W PL CF lamps	0.027	20	0.540	1,836
Central	Main Lobby	5	2	Strip, with two (2) F32T8 lamps	0.058	68	3.944	13,410
Central	Main Lobby	5	2	Strip, with two (2) F17T8 lamps	0.031	32	0.992	3,373
Central	Main Lobby	5	4	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	10	0.270	918
Central	C34 wrr	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237

Building or Area Name	Room or Defined Place	Fixture Condition	Lamp Condition	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing	Tot kW ex	Tot kWh ex
Central	C34 wrr	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184
Central	C34 wrr	5	5	Strip, with two (2) F32T8 lamps	0.058	3	0.174	592
Central	C33 mrr	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
Central	C33 mrr	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	3	0.081	275
Central	C33 mrr	5	5	Strip, with two (2) F32T8 lamps	0.058	3	0.174	592
Central	Storm Lobby	5	0	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	1	0.027	237
Central	Storm Lobby	5	5	Recessed Can or Ceiling Square, with two (2) 13W PL CF lamps	0.027	2	0.054	184

## Appendix 2 - 12-Month Utility Data

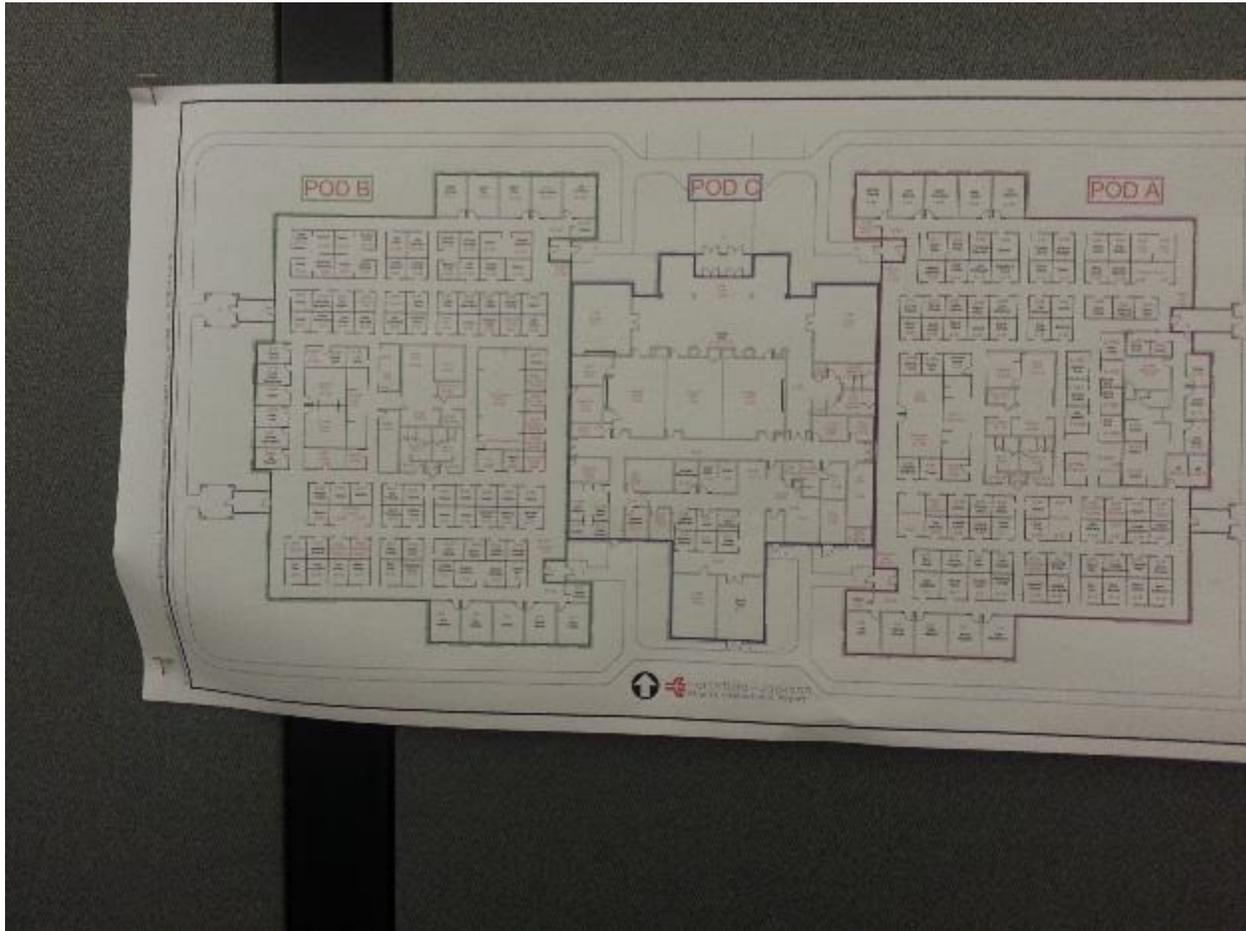
Table 1: Electric Consumption Data

Accnt No.	762759008		
Month	kWh	Pk kW	Cost
Mar, 2013	124,680	270	\$ 8,430
Apr. 2013	110,400	245	\$ 7,856
May, 2013	120,240	265	\$ 10,882
Jun, 2013	141,600	293	\$ 12,415
Jul, 2013	131,160	294	\$ 11,944
Aug, 2013	113,160	276	\$ 10,815
Sept, 2013	112,440	208	\$ 10,176
Oct, 2013	97,200	276	\$ 9,496
Nov, 2013	113,520	284	\$ 10,220
Dec, 2013	146,400	370	\$ 11,793
Jan, 2013	131,040	370	\$ 11,244
Feb, 2013	103,080	288	\$ 10,040
<b>TOTALS</b>	<b>1,444,920</b>		<b>\$ 125,311</b>

Table 2: Natural Gas Consumption Data (N/A)

Table 3: Water / Sewer Consumption Data (Not Yet Available)

# Appendix 3 - Facility Floor Plan



# Facility Data to Include in ESPC RFP

## Fire Station 21

<b>Building Name</b>	Fire Station 21
<b>Building Function</b>	Fire Station
<b>Building Area (Property Data)</b>	18,000
<b>Number of Floors</b>	2
<b>Year Built/ Major Renovations</b>	1984
<b>Building Occupancy</b>	Weekdays: 3 shifts of 10
	Weekends/Holidays: 3 shifts of 10
<b>Building Operational Hours</b>	Weekdays: 24/7
	Weekends/Holidays: 24/7



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
4/28/2014	1:00 PM

## General Building Description

This is a two level building with the engine bay at the ground level. The building runs 24/7 with three shifts of a maximum of 10 occupants. The ground floor of the building contains administration, storage, and a two-door engine bay. The second level contains common areas, fire fighters quarters, officer's quarters, a small gym, and kitchen.

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	3081752	--	--
Natural Gas	Y	Y	N	35375765	--	--
Water	Y	--	N	--	--	--
Sewer	Y	--	N	--	--	--

## Building Envelope

This building construction is a vertical poured slab concrete. There is concrete decking on the roof and between the first and second floors. The 2nd floor interior walls are gypsum board. The interior ceiling is a drop ceiling with acoustical tiles. There is metal decking in the storage area. According to facility personnel, a new roof was installed recently. The doors are mostly hollow core metal. The windows are single pane with some tinting.



Fig. Engine Bay Interior



Fig. Building Exterior

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
Men's Locker Room	3 H	2 H	2 H	6 H
Unisex Locker Room	2 H	2H	--	2 H



Fig. Typical Faucet



Fig. Typical Toilet

## Lighting

**Fixtures:** Fire Station 21 has fluorescent lighting throughout. This lighting comprises mostly 2x4 recessed troffer fixtures set in T-bar ceilings. Most are 2x4 with T12 lamps and magnetic ballasts. The fixtures in the living quarters have two lamps each. Some of the office fixtures have four lamps each, as does the engine house. Corridor lighting and some locker room fixtures are 2x2 fixtures with two U-Bend lamps. These also are T12 with magnetic ballasts. There is one fixture with T8 lamps and electronic ballast; this is the female restroom adjacent the engine house.

Other fixtures include vanity fixtures in both 2ft and 4ft lengths. These are also fitted with T12 lamps and magnetic ballasts, or T8 lamps driven with magnetic ballasts. Dorm rooms and offices have a variety of incandescent and table lamps, and old linear fluorescent "draftsman" style desk lamps fitted with 15W pre-heat T8 lamps.

The kitchen is fitted with 6in ceiling cans; each is fitted with a screw-in self-ballasting compact fluorescent spiral lamp.

The stairwell is illuminated with 4ft 2-lamp wraparound fixtures fitted with T12 lamps and magnetic ballasts.

Exterior lighting is done mostly with high-pressure sodium (HPS) wall packs that are estimated to be 150W. There is one 70W HPS wall pack fixture adjacent the door leading to the room with the laundry machinery and hose drying racks.

The sign on the front lawn appears to have been a back-lit plastic sign, but closer examination revealed that the sign's display is solid paint. It is not likely that this sign is back-lit at this time.

**Controls:** Control of interior fixtures is done with standard wall toggle switches. The 150W wall packs have photocells on all fixtures facing the cell tower; two of the four lighting the forecourt, and the 70W wall pack are also fitted with photocells. The four facing the driveway used for returning fire trucks and the remaining forecourt lights have no photocells. Their means of control is not known. One HPS fixture in the forecourt is on at all times. The surveyor asked the station commander if this was intentional; if it might be a "welcome" light similar to those outside many fire stations to alert the public that someone is present at the station. He said it was not. We both tried to find a switch for this wall pack; none was found.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	State Industries	GS675XRRS	2007	Locker Room	74	F	--



Fig. Building DHW



Fig. DHW Circulation Pump

## HVAC System Overall Description

The building is mainly served by six (6) DX / Natural Gas and one (1) DX (cooling only) rooftop package units. There is one (1) DX split system. These units are independently controlled by Honeywell thermostats. These units are monitored and maintained on-site. There are currently no unoccupied setbacks or temperature resets in place.



Fig. Building RTU



Fig. Building Vehicle Exhaust

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC	
<b>Programmable Thermostats (Y/N)</b>	Y	
<b>Mfr./Vendor</b>	Honeywell	
<b>Connected to Facility-wide EMCS (Y/N)</b>	N	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N/A	Weekdays: 69 degF
	Weekends/Holidays: N/A	Weekends/Holidays: 69 degF
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N/A	

# Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
RTU 1	Rooftop	2011	Thermal Zone	TZGE-360CL100B	3	Natural Gas	G	--
RTU 2	Rooftop	2011	Thermal Zone	TZGE-360CL100B	3	Natural Gas	G	--
RTU 3	Rooftop	2011	Thermal Zone	TZGE-360CL100B	3	Natural Gas	G	--
RTU 4	Rooftop	2011	Thermal Zone	TZGE-360CL100B	3	Natural Gas	G	--
RTU 5	Rooftop	2011	Thermal Zone	TZGE-360CL100B	3	Natural Gas	G	--
RTU 6	Rooftop	2011	Thermal Zone	TZGE-360CL100B	3	Natural Gas	G	--
RTU 7	Rooftop	2011	Thermal Zone	TZAC-324JL	2.6	N/A	G	--
AHU 1	Storage	2011	Lennox	C33-38A-2F-3	3	Natural Gas	G	--



Fig. Split System CU



Fig. Typical Thermostat

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

Room Name	Qty
Fixture Description	
B6 Room	
Recessed Troffer, with two (2) F40T12 lamps	5
Table or Desk lamp, with one (1) 60W incandescent lamp	1
Table or Desk lamp, with two (2) 15W pre-heat T8 lamps	1
Captain's Office	
Recessed Troffer, with two (2) F40T12 lamps	2
Captain's room	
Recessed Troffer, with two (2) F40T12 lamps	2
Table or Desk lamp, with one (1) 60W incandescent lamp	1
Chief's office	
Recessed Troffer, with four (4) F40T12 lamps	2
Chief's Quarters	
Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	2
Chief's Quarters, dressing room	
Recessed Troffer, with two (2) F40T12 lamps	1
Vanity, with two (2) F17T8 lamps	1
Chief's Quarters, toilet	
Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	2
Corridor	
Recessed Troffer, with two (2) 34W U-Bend T12 lamps	12
day room w/ kitchen	
Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	6
Recessed Troffer, with two (2) F40T12 lamps	10
day room w/ pool table	
Recessed Troffer, with two (2) F40T12 lamps	6
engine house	
Recessed Troffer, with four (4) F40T12 lamps	12
engine house electrical room	
Industrial Strip, with two (2) F40T12 lamps	1
engine house MRR	
Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	1
Vanity, with two (2) F20T12 lamps	1
engine house RR entry	
Recessed Troffer, with two (2) F40T12 lamps	1
engine house WRR	
Recessed Troffer, with four (4) F32T8 lamps	1
Vanity, with two (2) F20T12 lamps	2
exterior walls, cell tower side	
Wall-Pack, with one (1) 250W high-pressure sodium lamp	5

Room Name	Qty
exterior walls, driveway side	
Wall-Pack, with one (1) 250W high-pressure sodium lamp	4
exterior walls, front	
Wall-Pack, with one (1) 250W high-pressure sodium lamp	4
exterior walls, rear	
Wall-Pack, with one (1) 70W high-pressure sodium lamp	1
FAO Room (dorm)	
Recessed Troffer, with two (2) F40T12 lamps	4
Table or Desk lamp, with one (1) 60W incandescent lamp	3
FF Quarters	
Recessed Troffer, with two (2) F40T12 lamps	3
Table or Desk lamp, with one (1) 60W incandescent lamp	2
Table or Desk lamp, with two (2) 15W pre-heat T8 lamps	1
hose rack and laundry	
Strip, with two (2) 96in Slimline T12 lamp	3
Vapor-Tight, with two (2) F40T12 lamps	4
IT Quarters	
Recessed Troffer, with two (2) F40T12 lamps	3
Table or Desk lamp, with one (1) 40W incandescent lamp	1
Table or Desk lamp, with one (1) 60W incandescent lamp	1
locker room by electrical	
Industrial Strip, with two (2) F40T12 lamps	3
locker room near front doors	
Industrial Strip, with two (2) F40T12 lamps	3
locker shower toilets	
Recessed Can or Ceiling Square, with one (1) 100W incandescent lamp	2
Recessed Troffer, with two (2) 34W U-Bend T12 lamps	2
Recessed Troffer, with two (2) F40T12 lamps	6
Vanity, with two (2) F40T12 lamps	1
phone closet	
Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	1
stairwell	
Wraparound, with two (2) F40T12 lamps	5
throughout	
EXIT sign, with two (2) 20W T10 incandescent lamps	6
Unisex RR	
Recessed Troffer, with two (2) 34W U-Bend T12 lamps	2
Recessed Troffer, with two (2) F40T12 lamps	1
Vanity, with two (2) F20T12 lamps	1
Unisex RR, locker room in	
Recessed Troffer, with two (2) F40T12 lamps	1
Unisex RR, shower in	
Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	1
watch office	
Recessed Troffer, with four (4) F40T12 lamps	2
watch office, closet in	
Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	1

Room Name	Qty
weight room	
Recessed Troffer, with two (2) F40T12 lamps	2
<b>Grand Total</b>	<b>152</b>

Table 2: Lighting Survey by Room

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
weight room	Recessed Troffer, with two (2) F40T12 lamps	0.086	2
FF Quarters	Recessed Troffer, with two (2) F40T12 lamps	0.086	3
FF Quarters	Table or Desk lamp, with one (1) 60W incandescent lamp	0.06	2
throughout	EXIT sign, with two (2) 20W T10 incandescent lamps	0.04	6
locker shower toilets	Recessed Troffer, with two (2) F40T12 lamps	0.086	6
locker shower toilets	Recessed Troffer, with two (2) 34W U-Bend T12 lamps	0.078	2
locker shower toilets	Recessed Can or Ceiling Square, with one (1) 100W incandescent lamp	0.1	2
locker shower toilets	Vanity, with two (2) F40T12 lamps	0.086	1
day room w/ pool table	Recessed Troffer, with two (2) F40T12 lamps	0.086	6
day room w/ kitchen	Recessed Troffer, with two (2) F40T12 lamps	0.086	10
day room w/ kitchen	Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	0.013	6
FF Quarters	Table or Desk lamp, with two (2) 15W pre-heat T8 lamps	0.045	1
B6 Room	Recessed Troffer, with two (2) F40T12 lamps	0.086	5
B6 Room	Table or Desk lamp, with one (1) 60W incandescent lamp	0.06	1
B6 Room	Table or Desk lamp, with two (2) 15W pre-heat T8 lamps	0.045	1
IT Quarters	Recessed Troffer, with two (2) F40T12 lamps	0.086	3
IT Quarters	Table or Desk lamp, with one (1) 60W incandescent lamp	0.06	1
IT Quarters	Table or Desk lamp, with one (1) 40W incandescent lamp	0.04	1

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Captain's room	Recessed Troffer, with two (2) F40T12 lamps	0.086	2
Captain's room	Table or Desk lamp, with one (1) 60W incandescent lamp	0.06	1
Unisex RR	Recessed Troffer, with two (2) 34W U-Bend T12 lamps	0.078	2
Unisex RR	Recessed Troffer, with two (2) F40T12 lamps	0.086	1
Unisex RR	Vanity, with two (2) F20T12 lamps	0.051	1
Unisex RR, shower in	Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	0.06	1
Unisex RR, locker room in	Recessed Troffer, with two (2) F40T12 lamps	0.086	1
Captain's Office	Recessed Troffer, with two (2) F40T12 lamps	0.086	2
FAO Room (dorm)	Recessed Troffer, with two (2) F40T12 lamps	0.086	4
FAO Room (dorm)	Table or Desk lamp, with one (1) 60W incandescent lamp	0.06	3
Corridor	Recessed Troffer, with two (2) 34W U-Bend T12 lamps	0.078	12
phone closet	Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	0.06	1
Chief's office	Recessed Troffer, with four (4) F40T12 lamps	0.176	2
Chief's Quarters	Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	0.1	2
Chief's Quarters, dressing room	Recessed Troffer, with two (2) F40T12 lamps	0.086	1
Chief's Quarters, dressing room	Vanity, with two (2) F17T8 lamps	0.031	1
Chief's Quarters, toilet	Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	0.06	2
stairwell	Wraparound, with two (2) F40T12 lamps	0.086	5
engine house	Recessed Troffer, with four (4) F40T12 lamps	0.176	12
hose rack and laundry	Strip, with two (2) 96in Slimline T12 lamp	0.148	3
hose rack and laundry	Vapor-Tight, with two (2) F40T12 lamps	0.086	4
watch office	Recessed Troffer, with four (4) F40T12 lamps	0.176	2

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
watch office, closet in	Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	0.1	1
engine house RR entry	Recessed Troffer, with two (2) F40T12 lamps	0.086	1
engine house WRR	Recessed Troffer, with four (4) F32T8 lamps	0.112	1
engine house WRR	Vanity, with two (2) F20T12 lamps	0.051	2
engine house MRR	Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	0.1	1
engine house MRR	Vanity, with two (2) F20T12 lamps	0.051	1
locker room near front doors	Industrial Strip, with two (2) F40T12 lamps	0.086	3
engine house electrical room	Industrial Strip, with two (2) F40T12 lamps	0.086	1
locker room by electrical	Industrial Strip, with two (2) F40T12 lamps	0.086	3
exterior walls, rear	Wall-Pack, with one (1) 70W high-pressure sodium lamp	0.09	1
exterior walls, cell tower side	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	5
exterior walls, driveway side	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	4
exterior walls, front	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	2
exterior walls, front	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	1
exterior walls, front	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	1

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	5566906004		
Month	kWh	Pk kW	Cost
Mar, 2013	10,480	28	\$ 1,704
Apr, 2013	10,640	28	\$ 1,739
May, 2013	17,520	36	\$ 3,445
Jun, 2013	16,760	35	\$ 3,890
Jul, 2013	15,240	34	\$ 3,665
Aug, 2013	15,640	35	\$ 3,753
Sept, 2013	12,200	32	\$ 2,406
Oct, 2013	8,200	20	\$ 1,408
Nov, 2013	10,600	25	\$ 1,723
Dec, 2013	9,480	21	\$ 1,595
Jan, 2013	10,400	23	\$ 1,732
Feb, 2013	9,400	25	\$ 1,615
<b>TOTALS</b>	<b>146,560</b>		<b>\$ 28,677</b>

Accnt No.	3479409		
Month	kWh	Pk kW	Cost
Mar, 2013	510	-	\$ 71
Apr, 2013	510	-	\$ 71
May, 2013	510	-	\$ 73
Jun, 2013	510	-	\$ 73
Jul, 2013	510	-	\$ 73
Aug, 2013	510	-	\$ 73
Sept, 2013	510	-	\$ 71
Oct, 2013	510	-	\$ 71
Nov, 2013	510	-	\$ 71
Dec, 2013	510	-	\$ 72
Jan, 2013	510	-	\$ 72
Feb, 2013	510	-	\$ 72
<b>TOTALS</b>	<b>6,120</b>		<b>\$ 862</b>

Table 2: Natural Gas Consumption Data

Month	Consumption (Therms)	Cost
Jan-12	1,356.1	Not Available
Feb-12	1,278.2	Not Available
Mar-12	1,182.0	Not Available
Apr-12	137.5	Not Available
May-12	117.3	Not Available
Jun-12	87.1	Not Available
Jul-12	99.2	Not Available
Aug-12	85.0	Not Available
Sep-12	99.0	Not Available
Oct-12	89.0	Not Available
Nov-12	331.6	Not Available
Dec-12	854.1	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

## Appendix 3 - Facility Floor Plans (Not Yet Available)

# Facility Data to Include in ESPC RFP

## Public Safety Annex

<b>Building Name</b>	Public Safety Annex 3493 Donald Lee Hollowell Pkwy NW Atlanta, GA 30331
<b>Building Function</b>	Administrative / Warehouse
<b>Building Area (Property Data)</b>	184,764
<b>Number of Floors</b>	3
<b>Year Built/ Major Renovations</b>	2008
<b>Building Occupancy</b>	Weekdays: Varies + Visitors
	Weekends/Holidays: Varies + Visitors
<b>Building Operational Hours</b>	Weekdays: 8:00 AM - 11:00 PM
	Weekends/Holidays: Varies



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting
Mark Lawson	Mechanical

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
5/6/2014	9:00 AM

## General Building Description

The Public Safety Annex is a three (3) story administrative building plus warehouse. The third floor is currently undergoing renovation. Building occupancy varies based on time of day and visiting hours. The tenant list is as follows:

- Criminal Histories (2nd Floor)

- Expungements (2nd Floor)
- Fingerprints (2nd Floor)
- Fire Investigation (3rd Floor)
- Fleet (1st Floor)
- GCIC / Warrants (1st Floor)
- Identification (2nd Floor)
- Central Records (1st Floor)
- License & Permits (1st Floor)

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	3053407	--	--
Natural Gas	Y	Y	N	917229	--	1
Water	Y	--	N	--	--	--
Sewer	Y	--	N	--	--	--

Note:

- 1: Meter not largely legible

## Building Envelope

This building construction is poured concrete with aluminum siding. The building roof is vinyl insulation over metal decking. The interior roof is a mixture of painted metal decking and 2x2 acoustical tiles. The interior walls are comprised of a mixture of poured concrete and gypsum board over metal framing. The windows are double pane with tinting. The doors are largely aluminum frame and hollow core metal.



Fig. 3<sup>rd</sup> Floor Roof



Fig. Warehouse Interior

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
3rd Floor Men's	2 L Auto Spray	1 L	1 L Auto	--
3rd Floor Women's	2 L Auto Spray	2 L	--	--
2nd Floor Women's	2 L Auto Spray	3 L	--	--
2nd Floor Men's	2 L Auto Spray	1 L	1 L Auto	--
2nd Floor Men's	3 L Auto Spray	2 L	2 L Auto	--
2nd Floor Women's	4 L Auto Spray	3 L	--	--
1st Floor Men's	2 L Auto Spray	1 L	1 L Auto	--
1st Floor Women's	2 L Auto Spray	2 L	--	--
1st Floor Men's	3 L Auto Spray	2 L	2 L Auto	--
Warehouse Men's	2 L Auto Spray	1 L	1 L Auto	2 S
Warehouse Women's	2 L Auto Spray	2 L	--	2 S
Warehouse Men's	2 L Auto Spray	1 L	1 L Auto	--
Warehouse Women's	2 L Auto Spray	2 L	--	--



Fig. Typical Water-Saving Toilet



Fig. Automatic Water-Saving Urinal



## Lighting

**Fixtures:** The Public Safety Annex has mostly fluorescent and compact fluorescent lighting throughout. This lighting comprises mostly 2-lamp 18-cell deep-cell parabolic 2x4 recessed troffer fixtures set in T-bar ceilings. Every fluorescent and compact fluorescent fixture is fitted with electronic ballasts.

Other fixtures include T5HO high-bay fixtures for the warehouse areas, and PAR metal halide cylinder fixtures to illuminate the main entry lobby.

**Note:** there were extensive remodeling activities going on at survey time. The lighting to be installed in the area undergoing remodeling is not known.

Exterior fixtures comprise compact fluorescent wall sconces by warehouse pedestrian doors; recessed cans with compact fluorescent lamps for the entry soffit; metal halide wall packs; pole-mounted metal halide shoebox fixtures in the parking lot; metal halide bollards for the entry driveway; and metal halide floods for the building sign.

**Controls:** Control of interior fixtures is done with standard wall toggle switches or with wall and ceiling-mount motion sensors. Exterior lighting control is not known, but is likely one or two master photocells, or a timer.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	A.O. Smith	BTH250A 100	2008	2nd Floor Warehouse Mech Room	100	G	--



Fig. Building DHW

## HVAC System Overall Description

The main building HVAC consists of a mixture of package DX / Natural Gas, mini-split DX, and CHW / HHW RTUs serving either independent zones or VAV(R) / VAV boxes. The warehouse building HVAC consists of a mixture of DX / Natural Gas RTUs, heating only RTUs, natural gas unit heaters, and DX mini-splits. The warehouse facility also utilizes a few Reznor natural gas in-duct heaters. The majority of the units are controlled by the Metasys EMCS. Units are monitored and maintained off-site; however, according to facility personnel, there are no active setbacks or temperature resets on the units. There is an air-cooled chiller providing facility chilled water. There are two modular HHW boilers providing HHW to the facility.



Fig. Typical VAV Terminal Unit



Fig. Main Building RTU

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC	
<b>Programmable Thermostats (Y/N)</b>	Y	
<b>Mfr./Vendor</b>	JCI	
<b>Connected to Facility-wide EMCS (Y/N)</b>	Y	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: Varies
	Weekends/Holidays: N	Weekends/Holidays: Varies
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N	

# Chilled Water System (Including Pumping)

Chiller Data										
Tag	Yr	Mfr.	Model	Type	Compressor Type	Capacity (Tons)	Location/Area Served	Condition (G/F/P)	Note	
CH-1	2008	York	YCIV0207VA46VABBXT0XXXXLXXXX44SNXXXX	Air-Cooled	--	--	Building Exterior	G	1	

Chilled Water System Pump Data								
Tag	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft.)	Condition (G/F/P)	Note
CHP-1	Patterson Pump Company	E3F11A-2	15	Variable	360	100	G	--
CHP-2	Patterson Pump Company	E3F11A-2	15	Variable	360	100	G	--

Note:

- 1: Facility personnel was unsure of tonnage



Fig. Air-Cooled Chiller



Fig. CHP-1

# Heating Hot Water System (Including Pumping)

Boiler/Heat Exchanger Data									
Tag	Yr	Mfr.	Model	Type	Fuel	Control	Areas Served	Condition (G/F/P)	Note
B-1	2008	LAARS Heating Systems	RHEOS+	Water-Tube	Natural Gas	DDC	Warehouse Mech Room	G	1
B-2	2008	LAARS Heating Systems	RHEOS+	Water-Tube	Natural Gas	DDC	Warehouse Mech Room	G	1

Heating Water System Pump Motor Data									
Tag	Yr	Mfr.	Model	HP	Constant/Variable Flow	Flow (gpm)	Head (ft)	Condition (G/F/P)	Note
HWP-1	2008	Patterson	V2A9A-CC	8	Constant	70	60	G	--
HWP-2	2008	Patterson	V2A9A-CC	8	Constant	70	60	G	--

Note:

- 1: No tag present



Fig. Building HHW Modular Boilers



Fig. HWP-1

# Air-Handling Systems

Air Handling Units								
Tag	Year	Mfr.	Model	Type	Cooling	Heating	Condition (G/F/P)	Notes
AHU 1	2008	York	XTO-075X117-JENE046A	VAV(R)	CHW	HHW	G	
AHU 2	2008	York	XTO-075X117-JENE046A	VAV(R)	CHW	HHW	G	
AHU 3	2008	York	XTO-054X087-0JELE046A	VAV(R)	CHW	HHW	G	

Air Handling Units Fan Motors								
AHU Tag	Supply Fan Motor				Return Fan Motor			Notes
	HP	Efficiency	Control Type	VFD?	HP	Control Type	VFD?	
AHU 1	25	--	DDC	Y	N/A	N/A	N/A	
AHU 2	25	--	DDC	Y	N/A	N/A	N/A	
AHU 3	15	--	DDC	Y	N/A	N/A	N/A	

Note:

- 1: Nameplate Illegible
- 2: Not accessible



Fig. AHU 2



Fig. AHU SF VFD

# Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
RTU-2	3rd Floor Roof	2008	York	B1HX024A06A	2	DX	F	--
RTU-1	3rd Floor Roof	2008	York	B1HX024A06A	2	DX	F	--
RTH-1	Warehouse Roof	2008	Thermotek	73-I.700-G18	N/A	Natural Gas	G	--
RTH-2	Warehouse Roof	2008	Thermotek	T1-I.200-G10	N/A	Natural Gas	G	--
RTH-3	Warehouse Roof	2008	Thermotek	73-I.700-G18	N/A	Natural Gas	G	--

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
CU-4	3rd Floor Roof	2008	Mini-split	Mitsubishi	PUY-A24NHA2	Cooling Only	2	F	--
CU-3	3rd Floor Roof	2008	Mini-split	Mitsubishi	PUY-A24NHA2	Cooling Only	2	F	--
CU-2	Warehouse Roof	2008	Mini-split	Mitsubishi	MU-A09WA	Cooling Only	0.75	F	--
CU-1	Warehouse Roof	2008	Mini-split	Mitsubishi	MU-A09WA	Cooling Only	0.75	F	--
CU-5	Warehouse Roof	2008	RTH-2	York	HA120C00A4AAA1A	Cooling Only	10	G	--



Fig. Typical Mini-Split



Fig. RTH

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

<b>Building or Area</b>	<b>Qty</b>
<b>Room or Defined Place</b>	
<b>Fixture Description</b>	
exterior	
near loading dock	1
Wall Sconce, with two (2) 32W PL CF lamps	1
parking lot	1
Shoe-Box, with one (1) 250W metal halide lamp	1
rear parking lot	1
Shoe-Box, with one (1) 250W metal halide lamp	1
rear parking lot, hill behind	1
Shoe-Box, with one (1) 250W metal halide lamp	1
walls	1
Wall-Pack, with one (1) 250W metal halide lamp	1
Main	
(can't read writing)	1
Recessed Troffer, with two (2) F32T8 lamps	1
AHU	2
Industrial Strip, with two (2) F32T8 lamps	2
auto theft, cont room	1
Recessed Troffer, with two (2) F32T8 lamps	1
auto theft, open office	1
Recessed Troffer, with two (2) F32T8 lamps	1
auto theft, private office	2
Recessed Troffer, with two (2) F32T8 lamps	2
break	2
Recessed Troffer, with two (2) F32T8 lamps	2
classroom	3
Recessed Troffer, with three (3) F32T8 lamps	2
Recessed Troffer, with two (2) F32T8 lamps	1
closet	1
Strip, with two (2) F32T8 lamps	1
closet within jan closet	1
Wraparound, with two (2) F32T8 lamps	1
conf room	1
Recessed Troffer, with two (2) F32T8 lamps	1
corridor	12
Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	4
Recessed Troffer, with three (3) F32T8 lamps	1
Recessed Troffer, with two (2) F32T8 lamps	6
Wraparound, with two (2) F32T8 lamps	1
dorm	1
Recessed Troffer, with two (2) F32T8 lamps	1

<b>Building or Area</b>	<b>Qty</b>
dorm kitchen	1
Recessed Troffer, with two (2) F32T8 lamps	1
dorm lounge	1
Recessed Troffer, with two (2) F32T8 lamps	1
electrical	2
Wraparound, with two (2) F32T8 lamps	2
elevator machinery	1
Wraparound, with two (2) F32T8 lamps	1
entry atrium	1
Recessed Can or Ceiling Square, with one (1) 100W metal halide lamp	1
evidence open office	1
Recessed Troffer, with two (2) F32T8 lamps	1
evidence pass-through	1
Recessed Troffer, with two (2) F32T8 lamps	1
evidence return	1
Recessed Troffer, with two (2) F32T8 lamps	1
files	4
Recessed Troffer, with two (2) F32T8 lamps	4
fingerprinting	1
Recessed Troffer, with two (2) F32T8 lamps	1
fire dept captain office	1
Recessed Troffer, with two (2) F32T8 lamps	1
fire dept office	1
Recessed Troffer, with two (2) F32T8 lamps	1
fire dept shop	1
Recessed Troffer, with two (2) F32T8 lamps	1
fire dept storage	1
High-Bay, with six (6) 54W T5HO lamps	1
fire riser	1
Wraparound, with two (2) F32T8 lamps	1
fleet management	1
Recessed Troffer, with two (2) F32T8 lamps	1
GCIC open office	1
Recessed Troffer, with two (2) F32T8 lamps	1
GCIC Records	1
Recessed Troffer, with two (2) F32T8 lamps	1
HVAC control within electrical room	1
Wraparound, with two (2) F32T8 lamps	1
janitor closet	2
Wraparound, with two (2) F32T8 lamps	2
L & P office	1
Recessed Troffer, with two (2) F32T8 lamps	1
L & P open office	1
Recessed Troffer, with two (2) F32T8 lamps	1
L & P photo and fingerprint	1
Recessed Troffer, with two (2) F32T8 lamps	1
L & P private office	4

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with two (2) F32T8 lamps	4
L & P records	1
Recessed Troffer, with two (2) F32T8 lamps	1
lab	2
Recessed Troffer, with two (2) F32T8 lamps	2
large file room	1
Recessed Troffer, with two (2) F32T8 lamps	1
laundry	1
Strip, with two (2) F32T8 lamps	1
licenses and permits	1
Recessed Troffer, with two (2) F32T8 lamps	1
loading dock	1
High-Bay, with six (6) 54W T5HO lamps	1
lobby	2
Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	1
Recessed Troffer, with two (2) F32T8 lamps	1
locking files	1
Recessed Troffer, with two (2) F32T8 lamps	1
mail receiving	1
Recessed Troffer, with two (2) F32T8 lamps	1
MRR	7
Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	7
office	39
Recessed Troffer, with two (2) F32T8 lamps	38
Wraparound, with two (2) F32T8 lamps	1
office within office	1
Wraparound, with two (2) F32T8 lamps	1
other offices no access	1
Recessed Troffer, with two (2) F32T8 lamps	1
panel room within office	1
Wraparound, with two (2) F32T8 lamps	1
phone punchdown	3
Recessed Troffer, with two (2) F32T8 lamps	1
Wraparound, with two (2) F32T8 lamps	2
photo lab, lab	2
Recessed Troffer, with two (2) F32T8 lamps	2
photo lab, office	3
Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	1
Recessed Troffer, with two (2) F17T8 lamps	1
Recessed Troffer, with two (2) F32T8 lamps	1
photo lab, private office	2
Recessed Troffer, with two (2) F32T8 lamps	2
photo lab, storage	1
Recessed Troffer, with two (2) F32T8 lamps	1
photo lab, studio	1
Recessed Troffer, with two (2) F32T8 lamps	1
photocopy	1

<b>Building or Area</b>	<b>Qty</b>
Recessed Troffer, with two (2) F32T8 lamps	1
police supply	4
Recessed Troffer, with two (2) F32T8 lamps	4
records conf rm	1
Recessed Troffer, with two (2) F32T8 lamps	1
records corridor	1
Recessed Troffer, with two (2) F32T8 lamps	1
records office	1
Recessed Troffer, with two (2) F32T8 lamps	1
records open office	1
Recessed Troffer, with two (2) F32T8 lamps	1
records photocopy	1
Recessed Troffer, with two (2) F32T8 lamps	1
records private office	2
Recessed Troffer, with two (2) F32T8 lamps	2
records storage	2
Recessed Troffer, with two (2) F32T8 lamps	2
records supply	1
Recessed Troffer, with two (2) F32T8 lamps	1
stairs	2
Wraparound, with two (2) F32T8 lamps	2
supply	1
Recessed Troffer, with two (2) F32T8 lamps	1
toilet	1
Recessed Troffer, with two (2) F32T8 lamps	1
uniform depot	1
Recessed Troffer, with two (2) F32T8 lamps	1
uniform depot office	2
Recessed Troffer, with two (2) F32T8 lamps	2
validations	1
Recessed Troffer, with two (2) F32T8 lamps	1
validations files	1
Recessed Troffer, with two (2) F32T8 lamps	1
warehouse	2
High-Bay, with six (6) 54W T5HO lamps	1
Recessed Troffer, with two (2) F32T8 lamps	1
warehouse, corridor next to	2
High-Bay, with six (6) 54W T5HO lamps	1
Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	1
warehouse, open office near	1
Recessed Troffer, with two (2) F32T8 lamps	1
water treatment	1
Industrial Strip, with two (2) F32T8 lamps	1
water treatment, stair by	1
Wraparound, with two (2) F32T8 lamps	1
workout (was service garage)	1
High-Bay, with six (6) 54W T5HO lamps	1

Building or Area	Qty
workout, corridor near	1
Wraparound, with two (2) F32T8 lamps	1
workshop	2
High-Bay, with six (6) 54W T5HO lamps	1
Recessed Can or Ceiling Square, with one (1) 65W R30 flood or spot incand lamp	1
WRR	7
Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	7
<b>Grand Total</b>	<b>179</b>

Table 2: Lighting Survey by Room

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	entry atrium	Recessed Can or Ceiling Square, with one (1) 100W metal halide lamp	0.13	12
Main	lobby	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	12
Main	corridor	Recessed Troffer, with three (3) F32T8 lamps	0.088	5
Main	classroom	Recessed Troffer, with three (3) F32T8 lamps	0.088	8
Main	classroom	Recessed Troffer, with three (3) F32T8 lamps	0.088	1
Main	corridor	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	21
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	17
Main	dorm	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	toilet	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	dorm lounge	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	dorm kitchen	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	phone punchdown	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	office	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	office within office	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	panel room within office	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	stairs	Wraparound, with two (2) F32T8 lamps	0.058	6
Main	lobby	Recessed Troffer, with two (2) F32T8 lamps	0.058	10
Main	fingerprinting	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	records office	Recessed Troffer, with two (2) F32T8 lamps	0.058	46
Main	lab	Recessed Troffer, with two (2) F32T8 lamps	0.058	7
Main	lab	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	records storage	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	locking files	Recessed Troffer, with two (2) F32T8 lamps	0.058	19
Main	files	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
Main	large file room	Recessed Troffer, with two (2) F32T8 lamps	0.058	39
Main	break	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	supply	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	phone punchdown	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	other offices no access	Recessed Troffer, with two (2) F32T8 lamps	0.058	25
Main	files	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	phone punchdown	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	janitor closet	Wraparound, with two (2) F32T8 lamps	0.058	w
Main	closet within jan closet	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	corridor	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	19
Main	corridor	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	21
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	7
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	conf room	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	stairs	Wraparound, with two (2) F32T8 lamps	0.058	7

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	janitor closet	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	electrical	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	10
Main	break	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	fleet management	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	files	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	11
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	11
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	11
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	11
Main	corridor	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	1
Main	validations	Recessed Troffer, with two (2) F32T8 lamps	0.058	9
Main	validations files	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	photocopy	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	GCIC open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	26
Main	GCIC Records	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	files	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	records storage	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	records open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	10
Main	records supply	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	records private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	records private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	records photocopy	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	records conf rm	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	records corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	licenses and permits	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	L & P photo and fingerprint	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	L & P office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	L & P records	Recessed Troffer, with two (2) F32T8 lamps	0.058	9
Main	L & P private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	L & P private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	L & P private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	L & P private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	L & P open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	21

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	(can't read writing)	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	electrical	Wraparound, with two (2) F32T8 lamps	0.058	7
Main	HVAC control within electrical room	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	elevator machinery	Wraparound, with two (2) F32T8 lamps	0.058	1
Main	evidence pass-through	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	evidence open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	20
Main	evidence return	Recessed Troffer, with two (2) F32T8 lamps	0.058	15
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	11
Main	warehouse	Recessed Troffer, with two (2) F32T8 lamps	0.058	10
Main	warehouse	High-Bay, with six (6) 54W T5HO lamps	0.365	87
Main	warehouse, open office near	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	3
Main	mail receiving	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	warehouse, corridor next to	High-Bay, with six (6) 54W T5HO lamps	0.365	8
Main	warehouse, corridor next to	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	police supply	Recessed Troffer, with two (2) F32T8 lamps	0.058	9
Main	police supply	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	police supply	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	police supply	Recessed Troffer, with two (2) F32T8 lamps	0.058	11
Main	classroom	Recessed Troffer, with two (2) F32T8 lamps	0.058	16
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	uniform depot office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	uniform depot office	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	uniform depot	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	workshop	High-Bay, with six (6) 54W T5HO lamps	0.365	4
Main	workshop	#VALUE!	#N/A	8
Main	loading dock	High-Bay, with six (6) 54W T5HO lamps	0.365	3
Main	fire dept storage	High-Bay, with six (6) 54W T5HO lamps	0.365	3
Main	fire dept shop	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	fire dept office	Recessed Troffer, with two (2) F32T8 lamps	0.058	5
Main	fire dept captain office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	4
exterior	near loading dock	Wall Sconce, with two (2) 32W PL CF lamps	0.068	5
exterior	parking lot	Shoe-Box, with one (1) 250W metal halide lamp	0.295	8
exterior	walls	Wall-Pack, with one (1) 250W metal halide lamp	0.295	6
Main	fire riser	Wraparound, with two (2) F32T8 lamps	0.058	3
exterior	rear parking lot	Shoe-Box, with one (1) 250W metal halide lamp	0.295	9
exterior	rear parking lot, hill behind	Shoe-Box, with one (1) 250W metal halide lamp	0.295	8
Main	workout (was service garage)	High-Bay, with six (6) 54W T5HO lamps	0.365	4
Main	workout, corridor near	Wraparound, with two (2) F32T8 lamps	0.058	4
Main	auto theft, open office	Recessed Troffer, with two (2) F32T8 lamps	0.058	12
Main	auto theft, private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	1
Main	auto theft, private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2

Building or Area Name	Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Main	auto theft, cont room	Recessed Troffer, with two (2) F32T8 lamps	0.058	6
Main	corridor	Wraparound, with two (2) F32T8 lamps	0.058	16
Main	corridor	Recessed Troffer, with two (2) F32T8 lamps	0.058	13
Main	MRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	14
Main	WRR	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	14
Main	laundry	Strip, with two (2) F32T8 lamps	0.058	2
Main	closet	Strip, with two (2) F32T8 lamps	0.058	2
Main	water treatment	Industrial Strip, with two (2) F32T8 lamps	0.058	6
Main	water treatment, stair by	Wraparound, with two (2) F32T8 lamps	0.058	2
Main	AHU	Industrial Strip, with two (2) F32T8 lamps	0.058	7
Main	AHU	Industrial Strip, with two (2) F32T8 lamps	0.058	1
Main	photo lab, office	Recessed Troffer, with two (2) F32T8 lamps	0.058	8
Main	photo lab, office	Recessed Troffer, with two (2) F17T8 lamps	0.031	2
Main	photo lab, private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	photo lab, private office	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	photo lab, office	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	9
Main	photo lab, storage	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
Main	photo lab, lab	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	photo lab, lab	Recessed Troffer, with two (2) F32T8 lamps	0.058	2
Main	photo lab, studio	Recessed Troffer, with two (2) F32T8 lamps	0.058	4
exterior	soffit at front	Recessed Can or Ceiling Square, with one (1) 32W PL CF lamp	0.036	12
exterior	walkways and entry drive	Bollard, with one (1) 100W metal halide lamp	0.13	30
exterior	sign lighting	Floodlight, with one (1) 100W metal halide lamp	0.13	4

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Accnt No.	3630873007	Rate	PLM-C
Month	kWh	Pk kW	Cost
Apr, 2013	145,440	280	\$ 13,629
May, 2013	149,240	267	\$ 13,802
Jun, 2013	226,000	395	\$ 18,640
Jul, 2013	219,040	402	\$ 18,443
Aug, 2013	236,040	394	\$ 19,100
Sept, 2013	216,680	386	\$ 18,021
Oct, 2013	206,160	379	\$ 16,311
Nov, 2013	200,600	411	\$ 16,076
Dec, 2013	227,040	367	\$ 17,194
Jan, 2014	183,920	336	\$ 15,585
Feb, 2014	182,000	308	\$ 15,707
Mar, 2014	184,880	393	\$ 15,826
<b>TOTALS</b>	<b>2,377,040</b>		<b>\$ 198,334</b>

Table 2: Natural Gas Consumption Data

Month	Consumption (Therms)	Cost
Jan-12	11,443.7	Not Available
Feb-12	9,654.5	Not Available
Mar-12	9,160.6	Not Available
Apr-12	5,239.0	Not Available
May-12	688.5	Not Available
Jun-12	41.5	Not Available
Jul-12	69.8	Not Available
Aug-12	989.7	Not Available
Sep-12	862.5	Not Available
Oct-12	189.1	Not Available
Nov-12	1,835.0	Not Available
Dec-12	4,081.4	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

## Appendix 3 - Facility Floor Plans (Not Yet Available)

# Facility Data to Include in ESPC RFP

## Fire Station 34

<b>Building Name</b>	Fire Station 34 3671 Southside Ind Pkwy SE Atlanta GA 30354
<b>Building Function</b>	Fire Station
<b>Building Area (Property Data)</b>	10,000
<b>Number of Floors</b>	1
<b>Year Built/ Major Renovations</b>	1988
<b>Building Occupancy</b>	Weekdays: 3 shifts of 8
	Weekends/Holidays: 3 shifts of 8
<b>Building Operational Hours</b>	Weekdays: 24/7
	Weekends/Holidays: 24/7



<b>Auditor Team</b>	<b>Member Role</b>
Joey Raynaud	Lead / Mechanical
David Mann	Lighting

<b>Report Team</b>
Joey Raynaud
Raja Chirumamilla

<b>Date of Audit</b>	<b>Time of Audit</b>
4/29/2014	12:30 PM

## General Building Description

The building is a single story fire house built in 1988. This is a single story building. There are fireman's quarters, administrative areas, and a two door engine bay. The building runs 24/7 with three (3) shifts of eight (8) occupants.

## Utilities

Type	Present (Y/N)	Metered (Y/N)	EMCS (Y/N)	Meter Number	Annual Cost (\$)	Note
Electric	Y	Y	N	3220964	--	--
Natural Gas	Y	Y	N	S5662868	--	--
Water	Y	Y	N	--	--	--
Sewer	Y	N	N	--	--	--

## Building Envelope

The exterior walls of the building are face brick over CMU. There are double pane windows, and double pane doors leading to the interior. There are several metal hollow core doors present as well. Interior walls are gypsum board over metal studs. The roof has a terracotta tile shingles and a flat, white roof. Windows are a mixture of tinted and non-tinted, single-pane.



Fig. Building Exterior

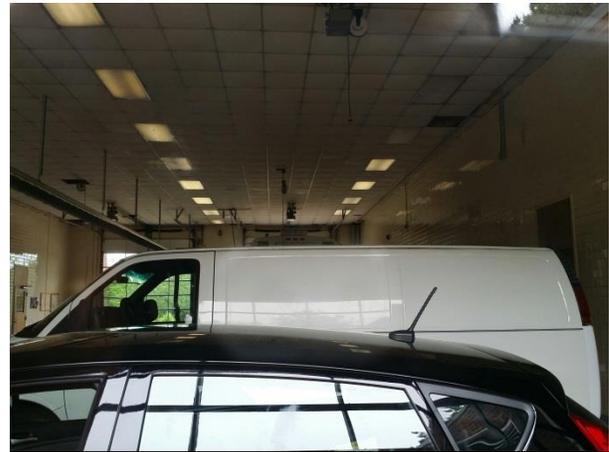


Fig. Engine Bay Interior

## Plumbing

Area	Majority Flow Type			
	Faucets	Toilets	Urinals	Showers
Fire Fighters Quarters	4	4	2	2
Officers' Quarters	1	1	--	1



Fig. Typical Toilet



Fig. Typical Faucets

## Lighting

**Fixtures:** Fire Station 34 has fluorescent lighting throughout. This is mostly comprised of 2x4 4-lamp lensed troffer fixtures with T12 lamps and magnetic ballasts. Other fixtures include 2x2 lensed troffer fixtures with two T12 U-Bend lamps, and some 2- and 4-lamp 4ft wrap fixtures.

The only fixtures fitted with T8 technology are the 4-lamp wrap fixture in the laundry, two troffer fixtures in the workout room, and a strip fixture in a supply cupboard.

All T12 fixtures are fitted with magnetic ballasts; T8 fixtures are fitted with electronic ballasts.

Other interior lighting technology includes screw-in self-ballasted compact fluorescent lamps.

Exterior lighting is provided with wall-pack fixtures fitted with what are likely to be high-pressure sodium lamps. There are also three new wall pack fixtures on the driveway side and rear of the building that have LED technology. Yard lights are metal halide and appear to be 175W.

**Controls:** Control of interior fixtures is done with standard wall toggle switches. Exterior lighting is controlled with photocells.

**Fixture Condition:** Most of the troffer fixtures are in fair condition. The finish is deteriorated on most, and many lenses need replacement. The jar fixtures in the old hose-drying room are missing their jars and covers.

The HPS wall-pack fixtures all have mold and dirt inside; they are also likely corroded and otherwise deteriorated to the point of needing replacement. The yard floods are weathered and the lenses are in need of a thorough cleaning. Reflector condition is not known. The LED wall packs are virtually new and are in very good condition.

## Domestic HW System

Type	Manufacturer	Model	Year Mfr'd	Location	Storage Capacity (Gallons)	Condition (G/F/P)	Note
Natural Gas	Bradford White	MI403S6FBN	UNK	Common Area Mech Room	40	F	--
Natural Gas	Vanguard	5AU69	2008	FF Quarters Mech Room	40	F	--
Electric	Vanguard	3WA68	2005	Laundry	40	F	--



Fig. Natural Gas DHW

# HVAC System Overall Description

There are two (2) split system units (DX / Natural Gas) that serve each side of the station. Each unit is independently electrically controlled by a non-programmable Honeywell thermostat. There are also two (2) natural gas 126,000 BTUH bay heaters. There is a 121,600 BTUH bay heater in the laundry room / storage area.



Fig. CU 1



Fig. Bay Unit Heater

## Controls and Operational Characteristics

<b>Type of Controls</b> (DDC, Electric, Thermostat, Pneumatic, Timelocks, etc.)	DDC	
<b>Programmable Thermostats (Y/N)</b>	N	
<b>Mfr./Vendor</b>	Honeywell	
<b>Connected to Facility-wide EMCS (Y/N)</b>	N	
<b>Building Occupancy Scheduled</b> (Y/N, schedule, setpoints)	<u>Schedule</u>	<u>Setpoints</u>
	Weekdays: N	Weekdays: N
	Weekends/Holidays: N	Weekends/Holidays: N
<b>Seasonal Scheduling for Boiler/Chiller/Central Plant Operation</b> (Y/N, schedule, setbacks/setpoints)	N	

## Direct Expansion Systems

Split System Air Handlers or Package Units (DX Equipment)								
Tag	Location	Yr	Mfr.	Model	Cooling Capacity (Tons)	Heating Method	Condition (G/F/P)	Note
No tag	FF Quarters Mech Room	UNK	Goodman	UNK	10	Natural Gas	F	1
No tag	Common Area Mech Room	2008	Trane	2TXCC060BC3HCAA	5	Natural Gas	F	--

Condensing Unit									
Tag	Location	Yr	Associated AHU	Mfr.	Model	Type	Cooling Capacity (Tons)	Condition (G/F/P)	Note
No Tag	South Exterior	UNK	South AHU	Goodman	Ckl120-3	Cooling Only	10	F	--
No tag	North Exterior	2008	North AHU	Trane	2TTA3060A3000AA	Cooling Only	5	G	--

Note:

- 1: There was no discernable tag information on this unit.

## Appendix 1 - Lighting Tables

Table 1: Lighting Survey by Area Type

Room Name	Qty
Fixture Description	
day room and kitchen	
Recessed Troffer, with four (4) F40T12 lamps	11
day room w/o kitchen	
Recessed Troffer, with four (4) F40T12 lamps	4
dorm, large	
Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	9
dorm, large, heater room in	
Jelly Jar, with one (1) 26W screw-in compact fluorescent lamp	1
dorm, small	
Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	2
dorm, small, RR for	
Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	1
engine house	
Recessed Troffer, with four (4) F40T12 lamps	24
engine house, battery room	
Recessed Troffer, with four (4) F40T12 lamps	2
engine house, janitor	
Strip, with two (2) F34T12 lamps	1
equipment and laundry	
Jelly Jar, with one (1) 100W incandescent lamp	1
Jelly Jar, with one (1) 13W screw-in compact fluorescent lamp	3
Wraparound, with four (4) F32T8 lamps	1
Exterior, over front office door	
Wall-Pack, with one (1) 100W high-pressure sodium lamp	1
Exterior, sign lighting	
Floodlight, with one (1) 100W incandescent lamp	3
Exterior, walls	
Wall-Pack, generic LED 25W estimated	3
Wall-Pack, with one (1) 250W high-pressure sodium lamp	3
Exterior, yard	
Floodlight, with one (1) 250W metal halide lamp	3
heater room	
Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	1
kitchen storage	
Jelly Jar, with one (1) 60W incandescent lamp	1
Locker / shower / toilets	
Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	3
Recessed Troffer, with two (2) 34W U-Bend T12 lamps	8
Wraparound, with two (2) F34T12 lamps	2
Locker / shower / toilets, janitor closet by	

Room Name	Qty
Fixture Description	
Strip, with two (2) F32T8 lamps office, front	1
Recessed Troffer, with four (4) F32T8 lamps office, front, RR near	4
Wraparound, with two (2) F34T12 lamps outbuilding	1
See comments Storm lobby	0
Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp Watch Office	1
Recessed Troffer, with four (4) F34T12 lamps weight room	6
Recessed Troffer, with four (4) F32T8 lamps	2
Recessed Troffer, with four (4) F40T12 lamps	2
<b>Total</b>	<b>105</b>

Table 2: Lighting Survey by Room

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Exterior, sign lighting	Floodlight, with one (1) 100W incandescent lamp	0.1	3
Exterior, over front office door	Wall-Pack, with one (1) 100W high-pressure sodium lamp	0.13	1
Exterior, walls	Wall-Pack, with one (1) 250W high-pressure sodium lamp	0.295	3
Exterior, walls	Wall-Pack, generic LED 25W estimated	0.025	3
Exterior, yard	Floodlight, with one (1) 250W metal halide lamp	0.295	3
Storm lobby	Recessed Can or Ceiling Square, with one (1) 60W incandescent lamp	0.06	1
Watch Office	Recessed Troffer, with four (4) F34T12 lamps	0.146	6
office, front	Recessed Troffer, with four (4) F32T8 lamps	0.112	4
office, front, RR near	Wraparound, with two (2) F34T12 lamps	0.073	1
heater room	Generic 1-lamp incand fixture see comment, with one (1) 26W screw-in compact fluorescent lamp	0.116	1
kitchen storage	Jelly Jar, with one (1) 60W incandescent lamp	0.06	1
dorm, small	Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	0.1	2
dorm, small, RR for	Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	0.1	1
day room and kitchen	Recessed Troffer, with four (4) F40T12 lamps	0.176	11
engine house	Recessed Troffer, with four (4) F40T12 lamps	0.176	24
engine house, janitor	Strip, with two (2) F34T12 lamps	0.073	1
engine house, battery room	Recessed Troffer, with four (4) F40T12 lamps	0.176	2
day room w/o kitchen	Recessed Troffer, with four (4) F40T12 lamps	0.176	4
Locker / shower / toilets	Recessed Troffer, with two (2) 34W U-Bend T12 lamps	0.078	8
Locker / shower / toilets	Recessed Can or Ceiling Square, with one (1) 13W screw-in compact fluorescent lamp	0.013	3

Room or Defined Place	Longhand Description of Existing Fixture	Fix kW Existing	Qty Existing
Locker / shower / toilets	Wraparound, with two (2) F34T12 lamps	0.073	2
Locker / shower / toilets, janitor closet by	Strip, with two (2) F32T8 lamps	0.058	1
dorm, large	Recessed Troffer, 4-lamp fixture with two (2) F40T12 lamps, both ballasts powered up	0.1	9
dorm, large, heater room in	Jelly Jar, with one (1) 26W screw-in compact fluorescent lamp	0.116	1
weight room	Recessed Troffer, with four (4) F32T8 lamps	0.112	2
weight room	Recessed Troffer, with four (4) F40T12 lamps	0.176	2
equipment and laundry	Wraparound, with four (4) F32T8 lamps	0.112	1
equipment and laundry	Jelly Jar, with one (1) 13W screw-in compact fluorescent lamp	0.013	3
equipment and laundry	Jelly Jar, with one (1) 100W incandescent lamp	0.1	1
outbuilding	See comments	#N/A	0

## Appendix 2 - 12-Month Utility Data

Table 1: Electric Consumption Data

Account	2087962009	Rate	PLS-C
Month	kWh	Pk kW	Cost
Apr, 2013	6,000	15	\$ 856
May, 2013	5,360	15	\$ 827
Jun, 2013	7,600	24	\$ 970
Jul, 2013	8,120	21	\$ 975
Aug, 2013	9,640	25	\$ 1,074
Sept, 2013	8,960	24	\$ 1,018
Oct, 2013	6,440	16	\$ 854
Nov, 2013	4,760	14	\$ 774
Dec, 2013	5,440	13	\$ 809
Jan, 2014	6,320	16	\$ 860
Feb, 2014	5,400	12	\$ 834
Mar, 2014	5,320	15	\$ 830
<b>TOTALS</b>	<b>79,360</b>		<b>\$ 10,681</b>

Table 2: Natural Gas Consumption Data

Month	Consumption (Therms)	Cost
Jan-12	Not Available	Not Available
Feb-12	Not Available	Not Available
Mar-12	Not Available	Not Available
Apr-12	Not Available	Not Available
May-12	Not Available	Not Available
Jun-12	Not Available	Not Available
Jul-12	Not Available	Not Available
Aug-12	Not Available	Not Available
Sep-12	Not Available	Not Available
Oct-12	Not Available	Not Available
Nov-12	Not Available	Not Available
Dec-12	Not Available	Not Available

Table 3: Water / Sewer Consumption Data (Not Yet Available)

## Appendix 3 - Facility Floor Plans (Not Yet Available)

PEACHTREE ST.

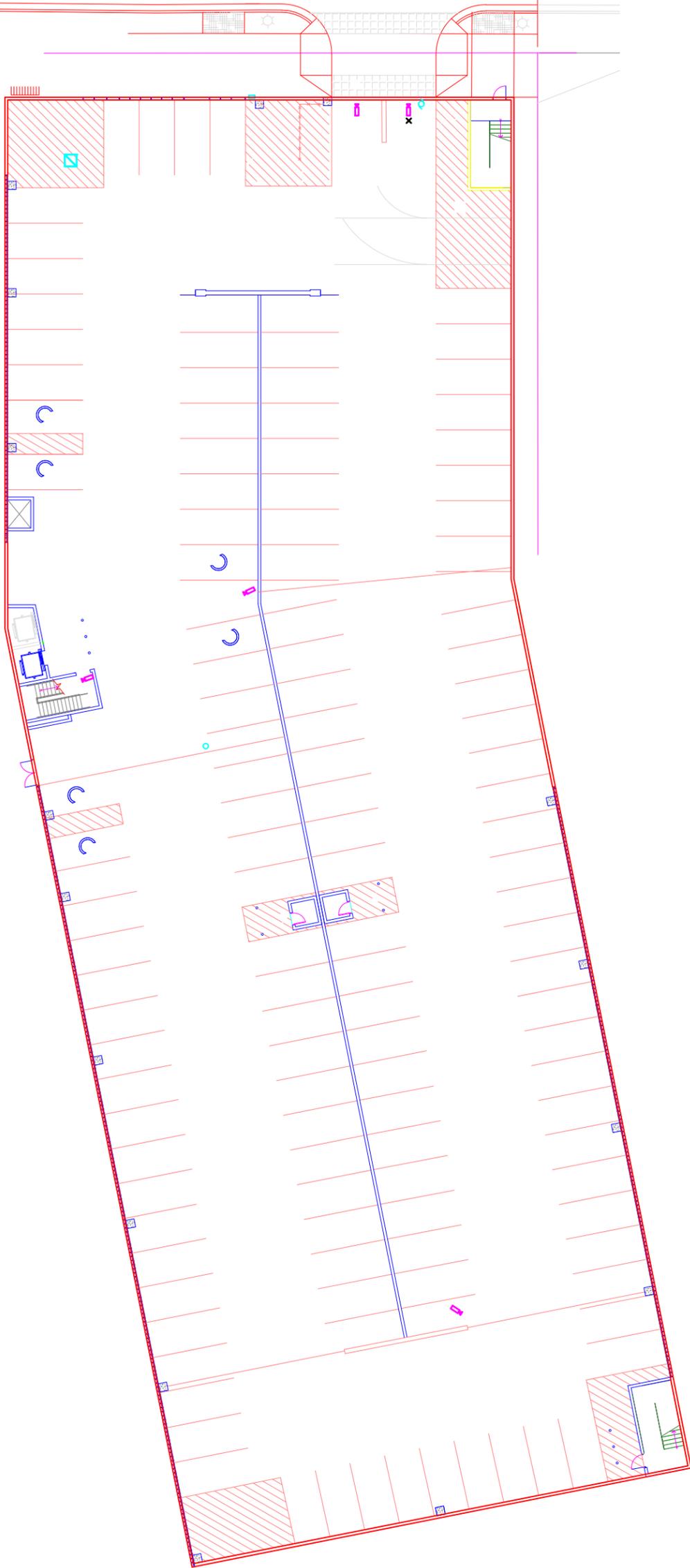
PSHQ PARKING DECK 1ST FLOOR



PRYOR ST.

PEACHTREE ST.

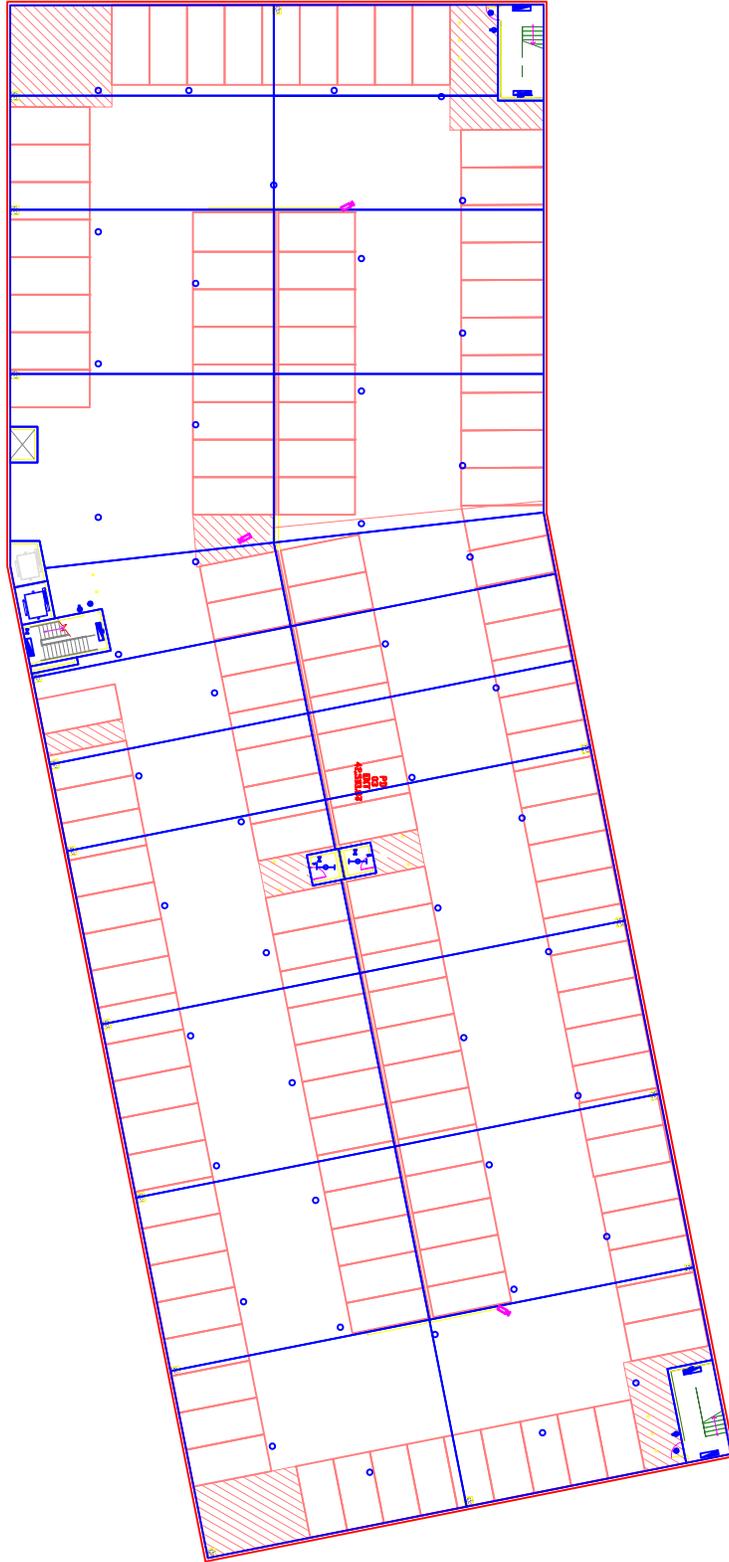
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PRYOR ST.

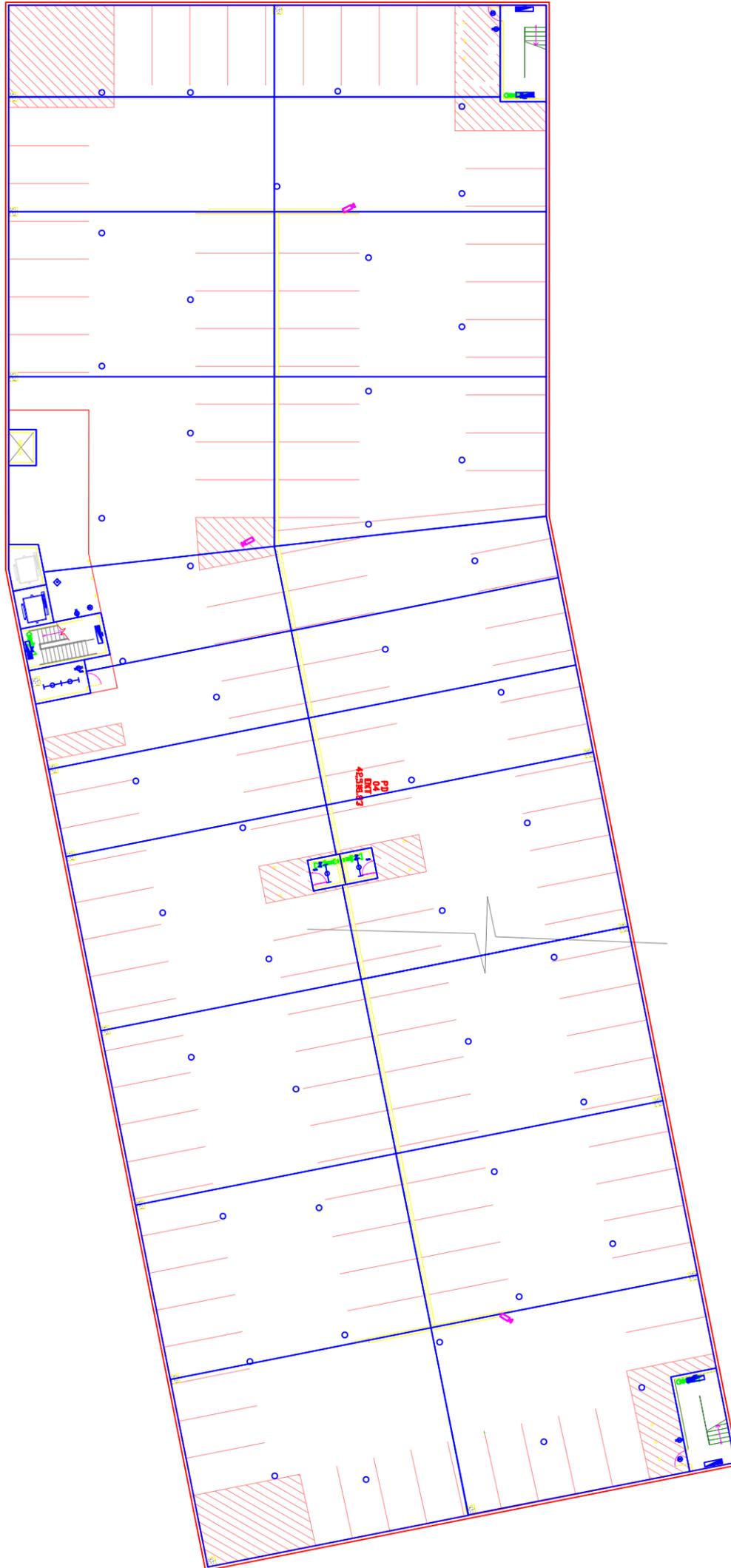
PEACHTREE ST.

PSHQ PARKING DECK 3RD FLOOR



PRYOR ST.

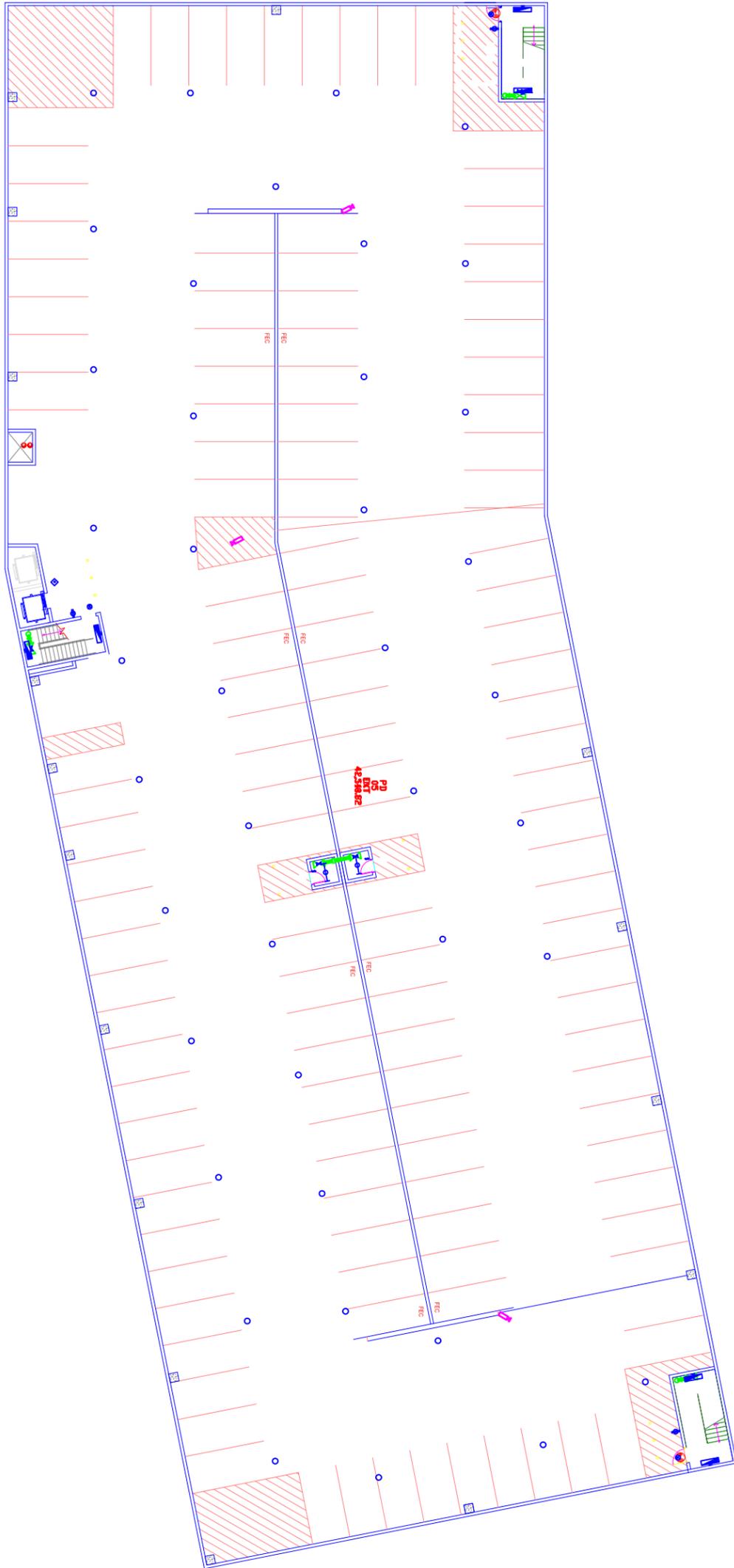
PEACHTREE ST.



PSHQ PARKING DECK 4TH FLOOR

PRYOR ST.

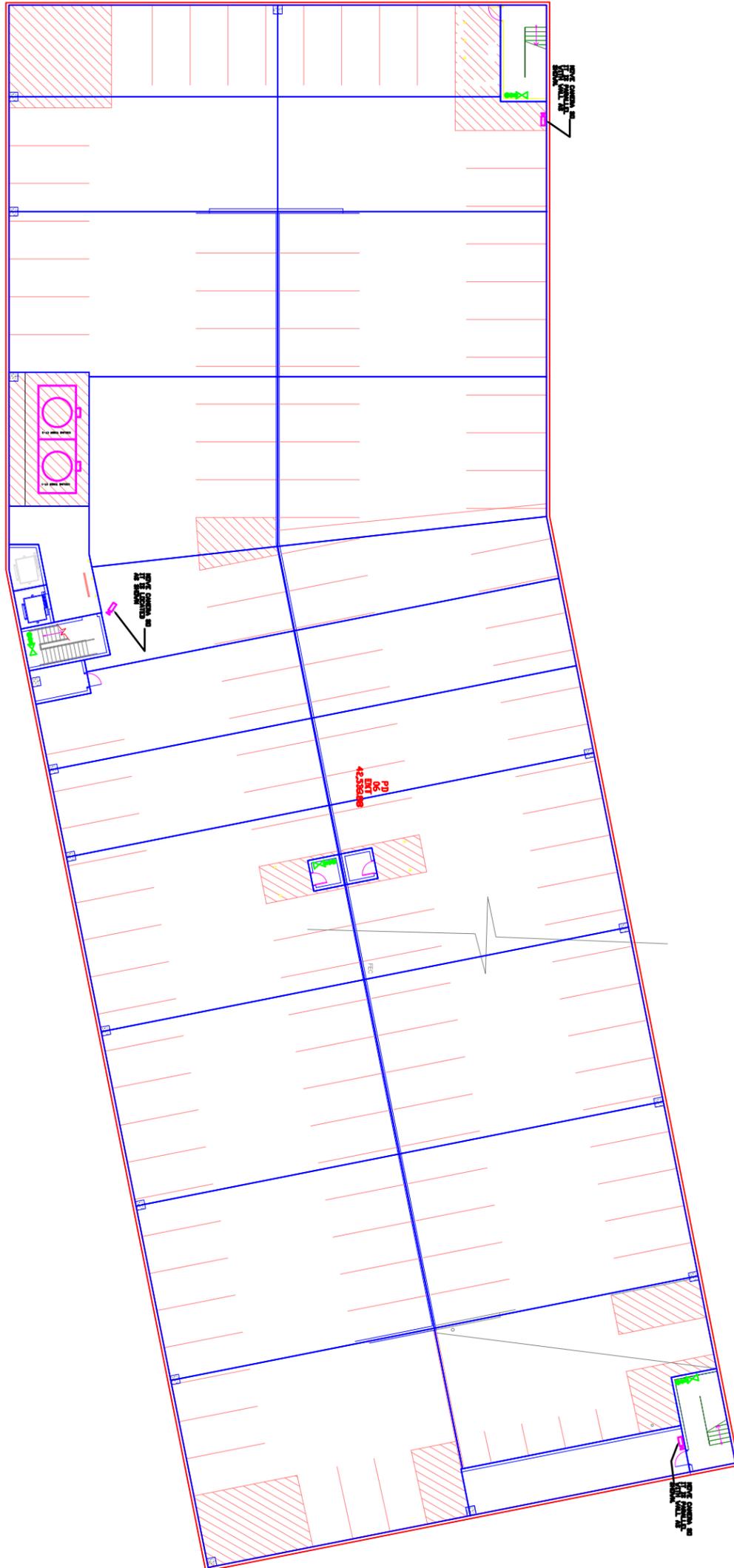
PEACHTREE ST.



PSHQ PARKING DECK 5TH FLOOR

PRYOR ST.

PEACHTREE ST.



PSHQ PARKING DECK 6TH FLOOR

PRYOR ST.

# **Exhibit B**

## **Definitions**

## DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” (to be inserted in Final Agreement if deemed applicable).

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

**Exhibit C**  
**Authorizing Legislation**

(To Be Inserted in Final Agreement)

**Exhibit D**  
**City Security Policies**

**CITY OF ATLANTA  
OFFICE OF FACILITIES MANAGEMENT  
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY  
CONTRACTORS' MANUAL**



**CITY OF ATLANTA**



**OFFICE OF FACILITIES MANAGEMENT**

**ENVIRONMENTAL, HEALTH, SAFETY  
AND SECURITY**

**CONTRACTORS' MANUAL**

*Safety comes before all else –  
"ZERO ACCIDENTS"*

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## 1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

## 2.0 WHAT IS A HAZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

## 3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

### 3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

### 3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

### 3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- \* Ensure the health and safety of the employees and public;
- \* Avoid risking the safety and health of any other person;
- \* Assist new site personnel in recognizing job hazards and following necessary procedures;
- \* Ensure their work site is safe for themselves and others;

- \* Practice good site housekeeping to minimize risk of avoidable accidents;
- \* Identify OEAM before starting any work:
- \* Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- \* Immediately take effective action to eliminate any safety hazard.

### 3.4 **WAIVERS**

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

## 4.0 **GENERAL**

### 4.1 **HAND PROTECTION**

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

### 4.2 **HAIR PROTECTION**

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

### 4.3 **SAFETY SHOES**

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

### 4.4 **HEARING PROTECTION**

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

### 4.5 **EYE PROTECTION**

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

#### **4.6 RESPIRATORY PROTECTION**

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

#### **4.7 ALCOHOL AND OTHER DRUGS**

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

#### **4.8 BEHAVIOR ON SITE**

##### **HARASSMENT & INAPPROPRIATE LANGUAGE**

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

#### **4.9 FIRST AID AND MEDICAL EMERGENCIES**

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

#### **4.10 EVACUATIONS**

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the assembly or until the all-clear signal is given. If the contractor has information

relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

#### 4.11 **ACCIDENT & INJURY REPORTING**

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

#### 4.12 **FIRE & SAFETY PROCEDURES**

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

#### 4.13 **ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS**

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

#### 4.14 **SMOKING POLICY**

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

#### 4.15 **CERTIFICATED PERSONNEL**

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

#### 4.16 **LICENSES**

Copies of **current and valid licenses and permits** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural
- Carpentry/Minor Maintenance (Carpenters Trade Qualification)

- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

#### 4.17 **CORRECTIVE ACTION**

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

#### 4.18 **VEHICLE SITE REQUIREMENTS**

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

#### 4.19 **VEHICLE SITE OPERATION**

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- \* All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- \* Contractor employees must have a valid driver's license; and
- \* Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

#### 4.20 **NOTICES AND SIGNS**

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

#### 4.21 **HOUSEKEEPING**

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

## 5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

### 5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

### 5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

### 5.3 TERMINATION OF WORK ASSIGNMENTS

#### **Upon termination of the Contractor's assignment:**

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

### 5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

### 5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

### 5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- \*Harassment of any kind;
- \*Theft, damage, or misuse of COA property;
- \*Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- \*Criminal activities;
- \*Being under the influence of alcohol or drugs while on City property;
- \*Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;

- \*Unauthorized access into restricted areas;
- \*Violation of any City policies or codes;
- \*Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

## 6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

### 6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

### 6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

### 6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

### 6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

#### **Spill Prevention and Response**

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

#### 6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

#### 6.4.2 **SPILL RESPONSE**

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

##### **Step 1- Contain the Spill**

- \*Prevent further spillage
- \*Contain what is spill
- \*Follow MSDS (Material Safety Data Sheet) information
- \*Block stormwater drain inlet

##### **Step 2- Report the Spill**

- \*If it is a large or dangerous spill immediately notify OEAM.

##### **Step 3- Clean up**

- \*Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- \*Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- \*Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

#### 6.5 **PEST CONTROL**

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

#### 6.6 **HAZARDOUS WASTE MANAGEMENT**

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

## 6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- \*Description of the spill and estimated quantity spilled;
- \*Date and time of the spill;
- \*Copy of MSDS for material spilled; and
- \*Steps taken to reduce, eliminate, and prevent recurrence of the spill.

## 6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

## 6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

## 7.0 ENVIRONMENTAL REQUIREMENTS

### 7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- \*The Contractors' shall have an Asbestos and Demolition License available;
- \*The Contractors' shall not break or crush asbestos sheeting;
- \*The Contractors' must use water spray to minimize asbestos dust;
- \*The Contractors' employees must wear a respirator as necessary;
- \*The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- \*The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- \*The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

## 7.2 **EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:**

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

## 7.3 **REMOVING OR DISTURBING ASBESTOS**

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

### 7.3.1 **SIGNS AND LABELS**

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

### 7.3.2 **TRAINING AND CERTIFICATIONS**

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

## 7.4 **LEAD**

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

## 7.5 **MOLD REMEDIATION**

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
  - Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible; Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
  - Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

## 7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

## 7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

## **7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS**

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

## **7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST**

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

## **7.10 INDOOR AIR QUALITY**

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

## **7.11 WATER POLLUTION**

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

## **7.12 EROSION AND SEDIMENT CONTROL**

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

## **7.13 STORM WATER SYSTEMS**

Prior to starting any project the contactor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

#### 7.14 **CONTAMINATED SOILS**

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

#### 7.15 **DECONTAMINATION**

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

#### 7.16 **REGULATIONS**

**Clean Air Act** regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

**Clean Water Act** regulates the discharge of waste to receiving.

**Resource Conservation and Recovery Act (RCRA)** regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

**Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)** regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

**Superfund Amendment and Reauthorization Act (SARA Title III)** regulates emergency response plans, right to know issues, and chemical release reporting.

**Occupational Safety and Health Act (OSHA)** regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

**Toxic Substances Control Act (TSCA)** regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

**Hazardous Materials Transportation Act** regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

**Safe Drinking Water Act** enforces quality procedures for drinking water.

## 8.0 SAFETY REQUIREMENTS

### 8.1 SAFE PERFORMANCE SELF-ASSESSMENT

#### **ASSESS THE RISK;**

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

#### **ANALYZE HOW TO REDUCE THE RISK**

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

#### **ACT TO ENSURE SAFE OPERATIONS**

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

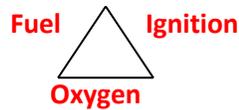
### 8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of every day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify a specific risk, hazards or other safety-related issues. Signs are used to warn employees and members of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

### 8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OSHA. It shall be OSHA to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

#### 8.4 FIRE TRIANGLE



**Fuel** can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

**Ignition** may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

**Oxygen** is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

#### 8.5 FIRE CLASSES

**Class A** fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

**Class B**-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

**Class C**-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

**Class D**-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

**Class K**-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

#### 8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

## 8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

## 8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

## 8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

### ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- \*Electrical
- \*Hydraulic
- \*Pneumatic
- \*Chemical
- \*Thermal

## 8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

### For your own protection:

- Isolate **all** equipment, switches and controls required to ensure your work-site is safe.]

- Place **your** tag(s) on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.**
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

**Change 'Danger' Tags to 'Out of Service' Tags:**

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

**8.12 PROTECTIVE BARRIERS**

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

**8.13 EXCAVATION & TRENCHING**

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

**8.14 ELECTRICAL SAFETY**

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

**8.15 LADDERS**

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

#### 8.16 **FALL PROTECTION**

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

#### 8.17 **FORKLIFT OPERATION**

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

#### 8.18 **SAFE MOBILE CRANE OPERATION**

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

#### 8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

#### 8.20 **OVERHEAD WORK**

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

#### 8.21 **LASERS AND RADIATION SAFETY**

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

#### 8.23 **POWDER ACTUATED TOOLS**

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 **SCAFFOLD SAFETY**

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 **WINDOW WASHING SAFETY**

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain’s chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 **OBSTRUCTIONS**

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8 8.27 **BANNED AND RESTRICTED CHEMICALS**

9 **Banned Chemicals**

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

10

11 **ChloroFluoro Compounds**

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl <sub>3</sub>	75-69-4
CFC-12	Dichlorodifluoromethane	CCl <sub>2</sub> F <sub>2</sub>	75-71-8
CFC-13	Chlorodifluoromethane	CF <sub>2</sub> Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C <sub>2</sub> FCl <sub>3</sub>	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	C <sub>2</sub> F <sub>2</sub> Cl <sub>4</sub>	76-12-0
CFC-113	Trichlorotrifluoroethane	CCl <sub>2</sub> F-CClF <sub>2</sub>	76-13-1
CFC-114	Dichlorotetrafluoroethane	CF <sub>2</sub> Cl-CClF <sub>2</sub>	76-14-2
CFC-115	Monochloropentafluoroethane	CClF <sub>2</sub> -CF <sub>3</sub>	76-15-3

CFC-211	Heptachlorofluoropropane	C <sub>3</sub> Cl <sub>7</sub> F	422-78-6
CFC-212	Hexachlorodifluoropropane	C <sub>3</sub> F <sub>2</sub> Cl <sub>6</sub>	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C <sub>3</sub> F <sub>3</sub> Cl <sub>5</sub>	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C <sub>3</sub> F <sub>4</sub> Cl <sub>4</sub>	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C <sub>3</sub> F <sub>5</sub> Cl <sub>3</sub>	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C <sub>3</sub> F <sub>6</sub> Cl <sub>2</sub>	42560-98-5
CFC-217	Heptafluoropropyl chloride	C <sub>3</sub> F <sub>7</sub> Cl	422-86-6
Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress			

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### 13 Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF <sub>2</sub>	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF <sub>3</sub>	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C <sub>2</sub> Br <sub>2</sub> F <sub>4</sub>	25497-30-7
These chemicals are currently permitted for use in fire extinguishers but will be phased out.			

### Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

### 14 Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

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### 16 RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH <sub>2</sub> Cl <sub>2</sub>	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl <sub>3</sub>	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl <sub>4</sub>	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C <sub>2</sub> HCl <sub>3</sub>	79-01-6	Lead Compounds	-	-
1,1,1-Trichlorethane	C <sub>2</sub> H <sub>3</sub> Cl <sub>3</sub>	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C <sub>2</sub> Cl <sub>4</sub>	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C <sub>4</sub> H <sub>8</sub> O	78-93-3			
Benzene	C <sub>6</sub> H <sub>6</sub>	71-43-2			
Methyl Isobutyl Ketone	C <sub>6</sub> H <sub>12</sub> O	108-10-1			
Toluene	C <sub>7</sub> H <sub>8</sub>	108-88-3			

**\*NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

## 8.28 ACRONYMS

**CFS's-** Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

**MSDS-** Material Safety Data Sheets

**OSHA-**Occupational Safety and Health Act

**ACBM-**Asbestos Containing Building Material

**PCBM-**Potential Asbestos Containing Building Material

**HCFC-** Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

**EPA-**Environmental Protection Agency

**SWPP-**Storm Water Pollution Plan

**NOI-**Notice of Intent

**PCB-**Polychlorinated biphenyl

**GFI-**Ground Fault Interrupters

**CFR-**Code of Federal Regulations



## 17 CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:



**City of Atlanta**

**Office of Enterprise Assets Management**

**CONTRACTOR CHECK LIST**

The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor's Name:	
Contractor's Representative:	
24-hour phone number:	
<b>Action Required</b>	<input checked="" type="checkbox"/>
<b>Safety Orientation with EHSS Required?</b> If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Asbestos review required?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Lead materials review required?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Will the work require entry into a permit-required confined space?</b> <ul style="list-style-type: none"> <li>• If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter.</li> <li>• If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)?</li> <li>• If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.</li> </ul>	

<p><b>Hazard Communication:</b> Provide the following to the contractor:</p> <ul style="list-style-type: none"> <li>• Information on precautions and safety procedures that must be followed in the work area.</li> <li>• Access to MSDS for hazardous chemicals located in the work area.</li> <li>• Information regarding the labeling system used in the work area.</li> <li>• Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials.</li> </ul> <p>Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval.</p> <p>The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will work be conducted on the roof of a building where fume hood exhausts are located?</b></p> <ul style="list-style-type: none"> <li>• If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will work by the contractor involve electrical or mechanical systems?</b></p> <ul style="list-style-type: none"> <li>• If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will Hot Work Permits be required during the Contractor's work?</b> If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Exhibit E**  
**Dispute Resolution Procedures**

## **DISPUTE RESOLUTION PROCEDURES**

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**Appendix A**  
**Office of Contract Compliance Requirements**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[Lscott@atlantaga.gov](mailto:Lscott@atlantaga.gov)

February 12, 2015

**RE: Project No.: FC 8047, Energy Services Performance Initiative**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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## **CITY OF ATLANTA**

### **EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY**

#### **POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

## Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

## Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

### **OCC Review of Bidder Submissions**

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the

reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

### **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling  
Interim Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3001**

## Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

### Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

## Equal Business Opportunity M/FBE Goals for this Project

**Project No.: FC 8047, Energy Services Performance Initiative**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. For the above referenced solicitation, it is required that only one of the Joint Venture team member firms be in the business of Energy Savings Services/Conservation. It is highly recommended that firms concentrating in the area of Energy Services/Conservation seek to form joint ventures with at least one certified minority and/or female business enterprise (M/FBE) concentrating in the area of Construction. The Joint Venture Agreement, at the very least, should reflect details of each member company's/companies' involvement in the **Energy Services Performance Initiative** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

17.5% AABE and 13% FBE

Minority and female business enterprise subcontractor participation percentages will be calculated by measuring the total dollar value of work provided by COA certified AABE and FBE subcontractors against the total contract dollar value paid to the prime proponent. Subcontractor participation must be contemplated throughout the life of the contract agreement and inclusive of **all miscellaneous modifications or other additive scope**.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

### Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal







**First Source Job Information**

Company Name: \_\_\_\_\_

FC No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## First Source Jobs Agreement

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

# **Appendix B**

## **Risk Management Requirements**

APPENDIX B  
**INSURANCE & BONDING REQUIREMENTS**  
FC-8047, Energy Service Performance Initiatives

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,

- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

### 3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

### 4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subcontractor/Consultants/sub consultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**

Bodily Injury by Accident/Disease **\$1,000,000 each employee**

Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Subcontractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

G. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000** each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

H. Performance Bond and Payment Bond

The proponent shall be required to provide The City of Atlanta with 100% payment and performance bonds relating to the construction and installation phase of the project for each of the City of Atlanta Projects from a surety company licensed to do business in the State of Georgia. In response to this solicitation, proponents shall provide documentation demonstrating its ability to secure the aforementioned payment and performance bonds.

In addition, as it relates to a performance guarantee for the 10-20 years of M&V activity. The proponent is allowed to carry an annual renewable performance

bond or corporate guarantee during the 20 years of M&V Activity. The proponent is required to describe the form of guarantee that the Respondent will be providing in respect of the Project, and its associated cost. If a corporate guarantee by a parent company or credit enhancement by a financial institution is anticipated, please provide a letter from the parent company or financial institution, indicating that such credit enhancement is available, the terms of such credit enhancement and the credit rating of the guarantor.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

# **Appendix C**

## **General Conditions**

(Not Applicable)

# **Appendix D**

## **Special Conditions**

(Not Applicable)

## **Appendix E**

### **Additional Required Submittals**

- **Award Preference Form**

**AWARD PREFERENCE FORM**

Selected Energy Service Providers (“**ESPs**”) will tailor a comprehensive set of energy conservation measures (“**ECMs**”) to fit the needs of each particular facility grouping; as identified in the RFP. The scope of the Guaranteed Energy Service Performance Contract (“**GESPC**”) will include Group A, Group B, and Group C facilities, or any combination thereof. Multiple contracts may be considered at the City’s sole discretion. A summary of the groups and their footprint is listed below.

Respondents must include their award preferences in order of precedence in their proposal to the City. Please utilize the space below to identify your award preferences:

1. **Group** \_\_\_\_\_;
2. **Group** \_\_\_\_\_; and
3. **Group** \_\_\_\_\_.

			<b>Electricity</b>		<b>Natural Gas</b>	
<b>Group</b>	<b>Description</b>	<b>Total Square Footage</b>	<b>Total Electricity Usage (FY14)</b>	<b>Total Electricity Cost (FY14)</b>	<b>Total Natural Gas Usage (FY14)</b>	<b>Total Natural Gas Cost (FY14)</b>
Group A	DWM managed facilities	1,173,159	210,239,464kWh	\$13,217,377	3,084,615 therms	\$1,637,657
Group B	General Fund Facilities	5,210,612	56,737,843 kWh	\$4,968,127.7	595,474 therms	\$686,799.3
Group C	DOA managed facilities	1,044,994	23,886,214 kWh	\$2,255,214	140,864 therms	\$325,264