

REQUEST FOR PROPOSALS
FC-8656, Solar Energy Program



Atlanta, Georgia

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CITY OF ATLANTA

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February 12, 2016

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (the “DOP”), a proposal for **FC-8656, Solar Energy Program**. The City, on behalf of the Mayor’s Office of Sustainability (“OOS”), is soliciting proposals from qualified firms to provide power generated by behind-the-meter solar photovoltaic at select municipal properties.

A **Pre-Proposal Conference** will be held on **Tuesday, February 23, 2016, at 11:00 a.m.**, at the DOP’s Conference Room in Suite 1900. 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 OOS, the Office of Contract Compliance, the Ethics Office, the Atlanta Workforce Development Agency and Risk Management 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 **February 23, 2016** are not authoritative. **The last date to submit questions in writing is Friday, February 26, 2016, by 1:00 EST.**

The City will host Site Visits on **February 23-25, 2016**. The locations and times for each visit can be found in the table below. Each attendee must sign a waiver prior to entering each City facility.

	Location	Address	Site Visit Date & Time
1	Fire Station 12	1288 Dekalb Ave NE Atlanta, GA 30307	Tuesday, February 23, 2016 1:00 pm
2	Fire Station 18	2007 Oakview Rd SE, Atlanta, GA 30317	Tuesday, February 23, 2016 2:30 pm
3	Bessie Branham Rec Center	2051 Delano Dr NE, Atlanta, GA 30317	Wednesday, February 24, 2016 10:00 am
4	Coan Park Rec Center	1530 Woodbine Ave SE, Atlanta, GA 30317	Wednesday, February 24, 2016 11:30 am
5	Sarah Lowrie Community Center	950 Garibaldi St SW, Atlanta, GA 30310	Wednesday, February 24, 2016 1:30 pm

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	Location	Address	Site Visit Date & Time
6	Fire Station 1	71 Elliot St SW Atlanta, GA 30313	Wednesday, February 24, 2016 3:00 pm
7	Fire Station 28	1925 Hollywood Rd NW, Atlanta, GA 30318	Thursday, February 25, 2016 10:00 am
8	Adamsville Rec Center	3201 M.L.K. Jr Dr NW, Atlanta, GA 30311	Thursday, February 25, 2016 11:30 am
9	Ben Hill Rec Center	2405 Fairburn Rd SW, Atlanta, GA 30331	Thursday, February 25, 2016 1:30 pm
10	Rosel Fann Community Center	365 Cleveland Ave SE, Atlanta, GA 30354	Thursday, February 25, 2016 3:00 pm

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, March 23, 2016.**

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

Proposals will be publicly opened and read at 2:00 p.m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

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, to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued.

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.

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 \$50.00 per package, beginning on Friday, February 12, 2016. All purchased solicitation documents include a scope of work booklet.

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 of Mayor’s Office of Sustainability (“MOS”), seeks to procure the following services (“Services”): power generated by behind-the-meter solar photovoltaic (“PV”) at select municipal properties. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A – Scope of Services** included in this RFP.¹
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:** The Proponent must have a minimum of five (5) years’ experience within the last ten (10) years in solar installations.
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, March 23, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, February 23, 2016, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. 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.
8. **Site Visits:** The City will host Site Visits on **February 23-25, 2016**. The locations and times for each visit can be found in the table below. Each Proponent is responsible for securing travel to the facility. Please be prompt so as not to delay the site visit beyond the allotted

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

time. Additionally please be mindful that each attendee must sign a waiver prior to entering each City facility.

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1	Fire Station 12	1288 Dekalb Ave NE Atlanta, GA 30307	Tuesday, February 23, 2016 1:00 pm
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9. **Oral Interviews:** The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for **April 6-7, 2016**, at the City’s sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.

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, Senior**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail **kamorrison@atlantaga.gov**, on or before **Friday, February 26, 2016 at 1:00 P.M.** 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 and its Department of Procurement’s Plan Room which is open during posted business hours, Suite 1900, 1st 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. **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.

12. **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.
13. **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.
14. **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.
15. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.
16. **Examination of Proposal Documents:**
 - 16.1. 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.
 - 16.2. 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.
 - 16.3. 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.
 - 16.4. 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.
17. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City of Atlanta Code of Ordinances.

18. **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.
19. **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**.
20. **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. 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.
21. **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:** System Proposal (refer to Section 3.2.6 of this Part 2).

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. **Resumes of Key Personnel;**

3.1.1.4. **Overall Experience, Qualifications and Performance on Previous Projects;**

3.1.1.5. **Management Plan;** and

3.1.1.6. **Local Knowledge and Experience.**

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);

3.1.2.1.10. Form 9; Required Submittal Checklist; and

3.1.2.1.11. Appendix E.1: Technical Specifications for PV Installations 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.

3.2.2. **Key Personnel/Resumes:**

3.2.2.1. Identify and provide resumes for ALL of the individuals that the Team will use to fill the following proposed positions:

3.2.2.1.1. Key Account Principal;

3.2.2.1.2. Electrician; and

3.2.2.1.3. Professional Engineer.

3.2.2.2. Resumes should be organized as follows:

3.2.2.2.1. Name and Title;

3.2.2.2.2. Professional Background;

3.2.2.2.3. Current and Past Relevant Employment;

- 3.2.2.2.4. Education;
- 3.2.2.2.5. Certifications;
- 3.2.2.2.6. List of (3) Relevant projects, including:

- 3.2.2.2.6.1. Client Name;
- 3.2.2.2.6.2. project description;
- 3.2.2.2.6.3. role of the individual;
- 3.2.2.2.6.4. project actual or expected completion date; and

3.2.2.2.7. Client List/Reference Contact (required submittal. A minimum of five (5) references are required. Please refer to Required Submittal Form 7, Reference List, listed within **Part 4** of this solicitation document).

3.2.2.3. 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.** Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in Exhibit A: Scope of Services. Proposals shall include:

3.2.3.1. A minimum of three (3) examples of solar installations completed by the Proponent utilizing PV technology of a similar size and energy capacity to what is proposed for this project.

3.2.3.2. Examples of any installations completed for municipal governments.

3.2.3.3. Solar project experience, including total number and capacity of systems installed, differentiated by installation type and experience with grid interconnection.

3.2.3.4. Qualifications to undertake the project in question, including but not limited to company profiles, lists of relevant state licenses and industry certifications, proof of insurance, bonding safety ratings and project team background and qualifications.

3.2.3.5. Proponents shall submit documents that adequately and accurately demonstrate their financial capacity to cover any applicable up-front design and installation costs, any administrative or other costs associated with development, and any costs associated with recurring responsibilities, such as operations and maintenance. These financial capabilities can be certified through statements from financial institutions, business references, annual reports, and / or credit ratings.

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 project plan, listing major milestones and anticipated completion dates.;
- 3.2.4.2. Proponent’s approach to team leadership; and
- 3.2.4.3. how the Proponent will:
 - 3.2.4.3.1. ensure proper communications among pertinent project team members;
 - 3.2.4.3.2. make critical decisions; and
 - 3.2.4.3.3. identify the tools that are intended to be used to manage these project elements, and tasks.
- 3.2.5. **Local Knowledge and Experience (Tabbed in Volume I).** Proponents shall demonstrate experience implementing projects at the local level and identify and describe any local community benefits to the project, including using local materials / labor.
- 3.2.6. **System Proposal (Included as Volume III).** Proponents shall detail their proposed System following the technical specifications detailed in Appendix E.1: Technical Specifications for PV Installations. Ensure that all items listed below are clearly described and labeled with the respective sub-headings. System Proposal shall include:
 - 3.2.6.1. Proposed System equipment, including:
 - 3.2.6.1.1. Timeline/Project Schedule
 - 3.2.6.1.2. System description information
 - 3.2.6.1.3. Equipment details and description including module type (brand name, model and technology), inverters (brand, type and efficiency) and monitoring and data acquisition systems,
 - 3.2.6.1.4. Layout of installation
 - 3.2.6.1.5. Layout of equipment
 - 3.2.6.1.6. Selection of key equipment
 - 3.2.6.1.7. Specifications for equipment procurement and installation
 - 3.2.6.1.8. All engineering associated with structural and mounting details
 - 3.2.6.1.9. Performance of equipment components, and subsystems
 - 3.2.6.1.10. Integration of the System with other power sources
 - 3.2.6.1.11. Electrical grid interconnection requirements
 - 3.2.6.1.12. Controls, monitors, and instrumentation
 - 3.2.6.1.13. System performance monitoring.
 - 3.2.6.2. Proponents shall tailor a proposal to fit the needs of each of the ten representative sites listed in **Exhibit A: Scope of Services**, and identify an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:
 - 3.2.6.2.1. Ease of maintenance and monitoring
 - 3.2.6.2.2. Efficient operation

- 3.2.6.2.3. Low operating losses
- 3.2.6.2.4. Secured location and hardware
- 3.2.6.2.5. Compatibility with existing facilities
- 3.2.6.2.6. Avoidance of flood-prone areas
- 3.2.6.2.7. Visual harmony.

4. Cost Proposal: Each Proponent must submit a Cost Proposal using the forms provided by the City at Exhibit A-1 – Cost Proposal. The Cost Proposal shall include estimates of savings and generation for each of the sites shown in **Exhibit A, Scope of Services, Attachment A – List of Sites** in terms of kWh of electricity annually for the lifetime of each installation. Note that proponents should not rely upon additional income streams through the sale of electricity to other private entities, including electric utilities, in estimating cost savings. 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 ten (10) copies in a separate sealed envelope.**

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-8656, Solar Energy Program** and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
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 ten (10) copies of its Informational Proposal.** Each Informational Proposal must be submitted on 8½” x 11” single-sided, double-spaced, 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 **MUST** be completed and submitted with each Proposal. If any documents are not submitted with your proposal package, your firm will be deemed non-responsive.

8. **Required Submittals:** The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet ²	Check (√)
	VOLUME I (Ordered and tabbed as follows):	
1.	Executive Summary	
2.	Organizational Structure	
3.	Resumes of Key Personnel	
4.	Overall Experience, Qualifications and Performance on Previous Similar Projects	
5.	Management Plan	
6.	Local Knowledge and Experience	
	VOLUME II (Ordered and tabbed as follows):	
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Disclosure Form and Questionnaire	
3.	Form 3; Proponent Financial Disclosure including Financial Statements	
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)	
10.	Form 9; Required Submittal Checklist	
11.	Appendix E.1: Technical Specifications for PV Installations	
12.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; SBO Forms (to be completed by Proponent and submitted with Proposal) ³	
	VOLUME III:	
1.	System Proposal	
	COST PROPOSAL	
1.	Exhibit A.1-Cost Proposal (Pages 1-29)	

² This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

³ Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

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 portion of a Required Submittal, they will be deemed non-responsive.

RELATIVE WEIGHT	GRADED ITEMS	SCORE
15	Overall Experience, Qualifications and Performance on Previous Projects	
10	Management Plan	
30	System Proposal	
20	Cost Proposal	
15	OCC Programs	
10	Financial Conditions	
(100%)	TOTAL SCORE	

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: FC-8656, Solar Energy Program

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. 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.

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? **YES** **NO**

(b) directly or indirectly, received revenues from the City? **YES** **NO**

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** **NO**

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**

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: _____

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

	<u>Year: 2012</u> (Thousands)	<u>Year: 2013</u> (Thousands)	<u>Year: 2014</u> (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-8656, Solar Energy Program (“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 **FC-8656, Solar Energy Program** 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-8656, Solar Energy Program**:

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 Directory¹

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

¹ 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 five (5) references using the below-referenced format. The City is interested in reviewing references from other entities for which the Proponent has provided solar installations, in particular, solar installations utilizing PV technology of a similar size and energy capacity to what is proposed for this project..

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Number and capacity of systems installed:

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:**, 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**, 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 _____.
_____. 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 ten (10) 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) or USB Flash Drive. 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 Num	Required Proposal Submittal Check Sheet	Check (✓)
1	Part I – Instructions to Proponents	()
2	Appendix A - Office of Contract Compliance (Required Submittals Included)	()
3	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: 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); Form 9; Required Submittal Checklist; Appendix E.1: Technical Specifications for PV Installations	()
5	Proponent’s Official Company Name: Company Physical Address:	
6	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
7	Primary Point-of-Contact Concerning RFP: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

Part 5
Draft Solar Energy Procurement Agreement

SOLAR ENERGY PROCUREMENT AGREEMENT;

CONTRACT NO. FC-8656

This Solar Energy Procurement Agreement (“Agreement”) is entered into and effective as of _____ (“Effective Date”) between the City of Atlanta (“City”) and the Solar Financing Agent (“Service Provider”) set forth below.

Contract Name: Solar Energy Program	Contract No. FC-8656
Service Provider	City of Atlanta
Name:	Using Agency: Mayor’s Office of Sustainability
Address:	Address: 55 Trinity Ave. SW Atlanta, GA 30303
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City owns and operates certain properties, as more particularly described on Exhibit A (“Facilities”), that use electricity and desires to purchase electricity from the Service Provider subject to the terms and conditions of this Agreement.

1.2 Service Provider desires to design, construct, install, connect, monitor and own a solar photovoltaic electric generation system, as more particularly described on Exhibit A (“System”), at the Facilities and sell the electricity generated from the System (“Output”) to the City in accordance with the dollar per kilowatt hour rate structure more particularly described in Exhibit A (“Charges”). All Output generated at a Facility shall be used at that Facility and a System shall not produce Output beyond the Capacity Limit of any individual Facility.

1.3 City further desires to obtain from Service Provider certain operation, maintenance, and training services, as more particularly described on Exhibit A (“Services”), for the System. Costs for such Services shall be included in the Charges for the Output.

1.4 Service Provider shall have access to a portion of the Facilities (“Site”), pursuant to Section 6, together with certain rights of access to, ingress to and egress from, and the use of the Facilities, for the purpose of designing, constructing, installing, connecting, operating, and maintaining the System.

1.5 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$ _____ (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on Exhibit A.

1.6 The City will work with Service Provider to ensure all necessary steps are taken to allow all applicable Federal and State tax credits or other tax benefits associated with the System and the Services are owned by Service Provider during the Term. Per this Agreement, both parties agree that any available tax credits and/or benefits are incorporated into the Charges.

2. Term.

2.1 Initial Term. This Agreement shall commence on the Effective Date and end on _____ . This initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term.”

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this agreement for one (1) additional five (5) year term according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within ___ days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on Exhibit B.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:⁴

1. Agreement
2. Exhibit A - Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as Exhibit C.

5. Construction and Installation of System; Connection and Delivery Point; Purchase and Sale of Output.

5.1 Service Provider shall design, construct, install, connect, monitor, operate and maintain the System at the Site in a good and workmanlike manner, in accordance with all Applicable Laws and regulations, and consistent with the technical specifications more particularly described in Exhibit A.

⁴ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2 Commencing on the Commercial Operation Date, as defined below, and continuing through the Term, Service Provider shall make available to City, and City will take delivery of, all the Output at the Delivery Point, as defined below. Service Provider shall not sell any Output to a Third Party.

5.3. Service Provider will deliver the Output to the physical location where the System connects to the Facilities' electrical system ("Delivery Point"). Title to, risk of loss of, and custody and control of, the Output will pass from Service Provider to City at the Delivery Point.

5.4 City shall not approve the System and accept Output from the System until such time as the System is capable of generating Output for twenty four (24) continuous hours and such Output is delivered through the Meter to the Facilities' electrical system ("Commercial Operation Date").

6. Access to City Facilities.

6.1 City hereby grants to Service Provider, and Service Provider hereby accepts from City, a limited, non-exclusive, revocable license to access the Site to design, construct, install, connect, operate, maintain, replace and repair the System ("License"), together with certain rights of access to, ingress to and egress from, and the use of the Facilities, at Service Provider's sole cost, expense, risk and responsibility.

6.2 Service Provider hereby acknowledges that by making, executing and delivering this Agreement, City does not confer upon Service Provider any right, title, interest or estate in the Site or the Facilities, nor confer upon Service Provider a license coupled with an interest or an easement and Service Provider is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the Site or the Facilities.

6.3 Service Provider shall not cause unreasonable interfere with the normal use of the Facility so that the City cannot provide the services normally associated with that Facility.

6.4 Service Provider is permitted to construct and install the System on the Site, subject to all Applicable Laws, rules and regulations, provided that no demolition or partial demolition of any City-owned property will occur. Any modifications to any City-owned property required to install the System must be kept to the minimum number and type of modifications necessary to install the System securely and in accordance with relevant specifications. The System must not violate existing roof warranties or decrease the life span or adversely impact the integrity of the roof or other affected City-owned property.

6.5 Service Provider acknowledges that it has fully inspected the Site and accepts the Site "as is," "where is," and with all faults.

6.6 Service Provider may not assign or transfer this Agreement and the License granted herein without the express written consent of the City.

7. Ownership of System, System Upgrade, and System Purchase Option.

7.1 At all times throughout the Term, the System shall be and shall remain the personal property of the Service Provider and shall not be a fixture on the Site. City shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the System.

7.2 The System may be upgraded at any time during the Term by mutual agreement of the Parties. Any and all costs of such an upgrade shall be borne by the Service Provider.

7.3 The City may offer to purchase the System for fair market value at the end of the Term by written notice to Service Provider specifying the purchase price for the System and the basis used by the City in determining the fair market value of the System (“Offer Notice”). Service Provider shall have thirty (30) days from receipt of the Offer Notice to accept or reject the Offer Notice; *provided however* that Service Provider may only reject such Offer Notice if Service Provider reasonably believes the purchase price set forth in the Offer Notice is not the fair market value of the System.

7.4 If Service Provider accepts the Offer Notice, Service Provider shall convey the System to City with clean title. If there exists, at that time, any lien, charge, encumbrance, or claim upon the System as a result of any action or inaction of Service Provider, Service Provider shall ensure that any such lien, charge, encumbrance, or claim is removed, extinguished, and/or satisfied before Service Provider conveys title to the System to City.

8. Metering.

8.1 Service Provider shall install a Meter, which will be considered part of the System, at the Delivery Point to measure the amount of Output delivered by Service Provider to City. Service Provider shall provide to the City a mechanism for remotely read the Meter in real-time to allow for energy savings tracking to meet City requirements. The remote reading mechanism shall be considered part of the System. Service Provider shall own, operate and maintain the Meter during the Term at its own expense.

8.2 Service Provider shall read the Meter at the end of each calendar month and shall record the Output delivered to City. The meter shall be used as the basis for calculating the amounts to be invoiced to City pursuant to Section 14. Upon written request, Service Provider shall make the records from the Meter available to the City.

8.3 Service Provider shall provide calibration testing of the Meter prior to its installation and at least annually thereafter to ensure the accuracy of the Meter. City may request that Service Provider perform more frequent testing; provided, however, that if such tests indicate that the Meter is accurate by not more than plus or minus two percent (2.0%), then any such testing in excess of the annual tests shall be at City’s expense. City shall be entitled to witness such tests.

8.3.1 If, upon testing, any Meter is found to be accurate or in error by not more than plus or minus two percent (2%), then previous recordings of such Meter shall be considered accurate in computing deliveries of Output hereunder, but such Meter shall be promptly adjusted to record correctly.

8.3.2 If, upon testing, any Meter shall be found to be inaccurate by an amount more than plus or minus two percent (2%), then such Meter shall be promptly repaired or adjusted by the Service Provider to record properly and any previous recordings by such Meter shall be corrected to zero error. If no reliable information exists as to the period over which such Meter registered inaccurately, it shall be assumed for purposes of correcting previously delivered invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which such Meter was tested and found to be accurate. If the difference in the previously invoiced amounts

minus the adjusted payment is a positive number, that difference shall offset amounts owing by City to Service Provider in subsequent month(s). If the difference is a negative number, the difference shall be added to the next month's invoice and paid by City to Service Provider on the due date of such invoice.

9. Interruption of Services and Outages.

9.1 City acknowledges and understands that solar power is an intermittent resource and that the Output of the System, which is dependent on the sun and other factors, will constantly vary and that no particular amount of Output is guaranteed in amount or time of delivery. Service Provider acknowledges that there is no guaranteed monthly minimum payment and, if no Output is generated for a period of time, no payment will be due from City for that period of time. In addition, Service Provider acknowledges that its obligation to provide Services shall continue regardless of actual Output and that City will not be obligated to reimburse Service Provider should they provide those Services at a loss.

9.2 Notwithstanding anything to the contrary herein, Service Provider shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspecting, maintaining, repairing, replacing, removing, or altering the System. Service Provider shall give City notice at least five (5) days before an interruption of Output and an estimate of the expected duration of the interruption. Service Provider shall use commercially reasonable efforts to minimize any such interruption or disruption in delivery of Output.

9.3 City may terminate this Agreement for cause, pursuant to Section 24, if Service Provider fails to deliver Output to a Facility for a continuous period of thirty (30) days unless (i) Service Provider's performance is excused by a Force Majeure event, or solely by action or inaction of City, and Service Provider is diligently pursuing a cure, or (ii) Service Provider is willing to pay City damages equal to the costs of replacement power less the Charges for the duration of such non-performance.

9.4 The System shall be interconnected to the utility grid, but Service Provider shall not sell any Output to a Third Party.

10. System Removal.

10.1 Service Provider hereby agrees that at the end of the Term, or after termination of the Agreement, Service Provider shall, at its own cost and expense, remove the System from the Site and take all reasonable steps necessary to restore the City owned property at the Site or Facilities to the condition in which it existed prior to the Effective Date of the Agreement, unless City purchases the System in accordance with Section 7. The City may, but is not required to, allow any temporary construction used in the System to remain at the end of the Term or after termination of the Agreement.

10.2 Service Provider shall be responsible for any and all damages to the Site or Facilities caused by the installation, construction or removal of the System and shall make, or have made, any repairs to the Site or Facilities to the extent necessary to repair any adverse impact such construction, installation or removal directly caused to the Site or Facilities.

10.3 If City determines, in its sole discretion, that the System needs to be temporarily removed in order to repair or replace any part of the Site or Facility, Service Provider shall temporarily remove the System to the extent necessary for the City to repair or replace the Site or

Facility. Service Provider shall reinstall the System within thirty (30) days notice from the City that the repairs to or replacement of the Site or Facility are complete.

11. Services.

11.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Output; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on Exhibit A.

11.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

11.3 Change Documents.

11.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).⁵ All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

11.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

- (a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;
- (b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and
- (c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

⁵ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

11.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

11.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

11.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

11.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in Exhibit E. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

11.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

12. Service Provider’s Obligations.

12.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

12.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement (“Service

Provider Authorized Representative”) and, such Person shall: (a) be a project executive and employee within Service Provider’s organization, with the information, authority and resources available to properly coordinate Service Provider’s responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

12.3 Qualifications. Upon City’s reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

12.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider’s receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City’s Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City’s Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

12.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City’s prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

12.6 Key Service Provider Personnel and Key Subcontractors.

12.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

12.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

12.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

12.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

12.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

12.9 Electric Service Provider. Service Provider must provide notice to the Electric Service Provider serving the Facilities at least thirty (30) days prior to the Commercial Operation Date, as required under the Solar Power Free-Market Financing Act of 2015.

13. City's Authorized Representative.

13.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement ("City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

13.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

14. Payment Procedures.

14.1 General. City's obligation to pay Service Provider shall not begin until the Commercial Operation Date. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Output. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are included in the Charges for Output set forth on Exhibit A.

14.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with Exhibit A. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on Exhibit A, Service Provider shall invoice City monthly for Services rendered.

14.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Service Provider’s performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

14.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on Exhibit A, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

14.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

14.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

14.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

15. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

15.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

15.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

15.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

15.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

16. Compliance with Laws.

16.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

16.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

16.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

17. Confidential Information.

17.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

17.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

18. Work Product.

18.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

18.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

18.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

18.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

18.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider’s name, with the same force and effect as if performed by Service Provider.

19. Audit and Inspection Rights.

19.1 General.

19.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of

the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

19.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

19.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

19.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

19.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

20. Indemnification by Service Provider.

20.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

20.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

21. Limitation of Liability.

21.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

22. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on Appendix B.

23. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

24. Termination.

24.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

24.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause," Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience."

24.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60)

days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

24.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Output generated prior to the notice of termination, plus all reasonable costs for Output generated after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

24.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

24.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue providing Output and discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) at its own cost and expense, remove the System from the Site and take all reasonable steps necessary to restore the City owned property at the Site or Facilities to the condition in which it existed prior to the Effective Date of the Agreement, unless City purchases the System in accordance with Section 7; (iii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iv) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (v) comply with all other reasonable requests from City regarding the terminated Services; and (vi) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

25. Dispute Resolution.

25.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

25.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

25.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

26. Ethics in Contract.

26.1 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.

26.2 Fraud and Misrepresentations. Any written or oral information provided by Contractor directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the COA relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Contractor agrees to immediately notify the COA of any information provided to the COA that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the COA and take corrective action. Contractor further agrees to immediately notify the COA of any actions or information that it believes would constitute fraud or intentional misrepresentations to the COA 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. Contractor agrees to place signage provided by the COA regarding the Integrity Line at the location to which Contractor's employees report to perform the Work required by this Agreement. Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment; and the COA may pursue any other actions or remedies that the COA may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

27. General.

27.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

27.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

27.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

27.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

27.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

27.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

27.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

27.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

27.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

27.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

27.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

27.12 Unauthorized Goods or Services. Service Provider 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 City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized agreement, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such

unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under an agreement that has not received proper legislative authorization or if the Service Provider provides goods or services to the City in excess of the authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

27.13 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

CITY OF ATLANTA:

By: _____

Mayor

ATTEST:

Municipal Clerk (SEAL)

RECOMMENDED:

Director of Sustainability

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney

Signature Block Options for Service Provider:

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: _____

Exhibit A
Scope of Services

EXHIBIT A SCOPE OF SERVICES

I. BACKGROUND

The City of Atlanta (“City”) seeks to provide power generated by behind-the-meter solar photovoltaic (“PV”) at select municipal properties. The goals of the Solar Atlanta Program are to increase the City’s renewable energy capacity, reduce energy costs and greenhouse gas emissions, serve as a model to other cities and the commercial sector on how to deploy solar, and provide educational opportunities about the benefits of renewable energy. Twenty-eight (28) facilities, mostly recreation centers and fire stations, have been vetted for their suitability for solar based on utility rates, structural integrity of the rooftops, and other factors (See **Attachment A: List of Sites**). It is estimated that roughly 1.5 MW of PV capacity can be installed across this portfolio of 28 buildings.

For the purposes of this RFP, respondents will be asked to submit a proposal using the ten representative sites listed below, using the technical specifications referenced in **Appendix E.1: Technical Specifications For PV Installations**. Detailed information has been provided for the ten representative sites in **Attachment B: Site Inspections and Verifications**. A detailed site review will be required prior to any installation at any site.

Ten Representative Sites:

	Name of Facility	Address
1	Adamsville Rec Center	3201 M.L.K. Jr Dr. NW, Atlanta, GA 30311
2	Ben Hill Rec Center	2405 Fairburn Rd SW, Atlanta, GA 30331
3	Bessie Branham Rec Center	2051 Delano Dr. NE, Atlanta, GA 30317
4	Coan Park Rec Center	1530 Woodbine Ave SE, Atlanta, GA 30317
5	Fire Station 1	71 Elliot ST SW, Atlanta, GA 30313
6	Fire Station 12	1288 Dekalb Ave NE, Atlanta, GA 30307
7	Fire Station 18	2007 Oakview Rd SE, Atlanta, GA 30317
8	Fire Station 28	1925 Hollywood Rd NW, Atlanta, GA 30318
9	Rosel Fann Community Center	365 Cleveland Ave SE, Atlanta, GA 30354
10	Sarah Lowrie Community Center	950 Garibaldi St SW, Atlanta, GA 30310

The System will be financed through a Solar Energy Procurement Agreement (“SEPA”) whereby the City hosts the solar energy System and purchases the electricity it produces at a fixed rate described in **Exhibit A.1: Cost Proposal** through a long-term contract with the solar Service Provider (“Service Provider”). The Service Provider shall assume responsibility for the System financing, design, construction, installation (including metering equipment and training defined below), connection, operation and maintenance of the System at each facility.

II. ANTICIPATED CONTRACT TERMS

- The term of the SEPA is expected to be for twenty years with one five year renewal option to be exercised at the City's sole discretion. The City will retain the right to buy the System for any or all sites at fair market value of the System at the end of the term of the SEPA.
- The Service Provider will have qualified personnel (either staff or on a contract basis) to implement the solar installations, including but not limited to: Georgia-registered Professional Engineer; Georgia-registered Architect; Georgia-registered Master Electrician; and NABCEP-certified overseer of the project.
- The Service Provider must have the capacity to provide financing for all expenses for the design, construction, installation, connection, maintenance, and operations of solar panels at the selected sites. The City's financial contribution will be an agreed upon rate for electricity in dollars per kilowatt-hour (\$/kWh) paid monthly for the PV installations pursuant to a SEPA.
- The Service Provider shall be responsible for taking advantage of all available and applicable incentives offered to reduce the total installed cost of PV at each facility and will be required to meet any and all requirements to claim such incentives.
- The Service Provider shall be responsible for obtaining - and covering all costs associated with - any required permits (e.g., building, construction, electrical, plumbing, environmental, zoning, etc.), inspections, and utility interconnection agreements for the construction, installation, connection, operation and maintenance of the System.
- The SEPA will not be structured as a leasehold agreement.
- The Service Provider shall provide onsite training to City staff on operation and maintenance of the solar installation.
- The Service Provider shall be responsible for ensuring that the installation of rooftop solar energy Systems will not adversely impact roof integrity or violate existing roof warranties.
- The Service Provider shall be responsible for removing the System at the end of the SEPA (if it is not purchased by the City) and making arrangements for temporarily removing the System if roof repairs are necessary.
- The Service Provider shall be responsible for delivery, assembly, installation, operation, and maintenance services for all PV installations (i.e., turnkey).
- The Service Provider shall conduct monthly monitoring of System performance in order to ensure System quality, demonstrate the benefits of solar to the community and to track production for the purposes of calculating renewable energy credits generated.

A full list of facilities is provided in **Attachment A: List of Sites**. A summary of their footprint is listed below.

Total Rooftop Square Footage	Total Electricity Usage (FY14)	Total Electricity Cost (FY14)
506,721	10,855,161 kWh	\$1,219,102

III. DETAILED SCOPE

The Service Provider will design, construct, install, connect, and monitor the System described on Appendix E.1, at the Facilities described on Attachment A, and sell the electricity generated from the System to the City in accordance with the dollar per kilowatt hour rate structure more particularly described in Exhibit A.1: Cost Proposal. All Output generated at a Facility shall be used at that Facility and a Service Provider shall not sell the Output beyond the Capacity Limit of any individual Facility.

The scope of service shall include all tasks required to design, fabricate, deliver, install, operate, monitor, and maintain the System. The scope shall also include, but not be limited to, securing all permits and approvals from governing agencies, all labor, taxes, services, permit fees, and equipment necessary to produce a fully operational System as it is described in detail below.

- 1. Design, Engineering, & Permitting:** The Service Provider will design/engineer the System to maximize the solar energy resources, taking into consideration the City’s electrical demand and load patterns, proposed installation Site, available solar resources, existing Site conditions, proposed future Site improvements, and other relevant factors.

The Service Provider will supply to the City the design documents with the following minimum information:

- a. Timeline/Project Schedule
- b. System description
- c. Equipment details and description including information on module type (brand name, model and technology), inverters (brand, type and efficiency) and monitoring and data acquisition systems,
- d. Layout of installation
- e. Layout of equipment
- f. Specifications for equipment procurement and installation
- g. All engineering associated with structural and mounting details
- h. Performance of equipment components, and subsystems
- i. Integration of solar PV system with other power sources
- j. Electrical grid interconnection requirements
- k. Controls, monitors, and instrumentation
- l. System performance monitoring

- 2. Installation:** The Service Provider will supply all equipment, materials, and labor necessary to install the System and integrate them with other power sources.

The Service Provider will identify an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:

- a. Ease of maintenance and monitoring
 - b. Efficient operation
 - c. Low operating losses
 - d. Secured location and hardware
 - e. Compatibility with existing facilities
 - f. Avoidance of flood-prone areas
 - g. Visual harmony
- 3. Electrical Interconnections:** The Service Provider will supply and install all equipment required to interconnect the Systems to the existing electrical distribution system. The awarded Service Provider will fulfill all application, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the awarded Service Provider. Awarded Service Provider will secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the City. The City will become the signatory on applications, permits, and utility agreements only where necessary. The awarded Service Provider will complete and submit in a timely manner all documentation required to qualify for available rebates and incentives.
- 4. Commissioning & Acceptance Testing:** During the start-up, the City and/or its independent engineer/consultant, shall observe and verify each system performance. Required commissioning and acceptance test services include:
- a. Starting up the Systems until it achieves the performance requirements
 - b. Conducting the performance testing over a consecutive twenty-four (24) hour period
 - c. Conducting the successful delivery of power within thirty (30) days following completion of the System, meeting each benchmark.
- 5. Operation and Maintenance Manuals and As-Built Drawings:** Service Provider will provide to the City three (3) sets of operation, maintenance, and parts manuals for the System. The manual shall cover all components, options, and accessories supplied. It shall include maintenance, trouble-shooting, and safety precautions specific to the supplied System. It shall also delineate responsibilities of both parties, both during the term of the SEPA and after any potential buyout that may be agreed to.
- The Service Provider should also provide three (3) sets of as-built drawings including one (1) on CAD. These requirements shall be delivered prior to acceptance of the System.
- 6. Monitoring:** The Service Provider shall monitor the System performance and provide real-time data to the City. This information should be used to public education and outreach and to allow the City to monitor, analyze, and display historical and live solar electricity generation data. The real-time data should reflect, but not be limited to, the following:
- a. System performance
 - b. System availability
 - c. Average and accumulated output
 - d. Capacity factor
 - e. Degradation
 - f. Cost avoidance

The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via Internet or telephone from the Sites to a server that can be accessed by the City. Data format shall be coordinated with requirements of the City. The data acquisition system must not require a dedicated or always-on personal computer.

7. **Cost of Electricity:** The Service Provider shall provide a long term cost for electricity (kWh) for the term of the awarded contract and any assumptions used in these calculations in accordance with the dollar per kilowatt hour rate structure more particularly described in Exhibit A.1: Cost Proposal.
8. **Operation and Maintenance:** The Service Provider shall:
 - a. Provide the City with a financial impact or price for operating and maintaining the System for a twenty-five (25) year service term;
 - b. Perform all required maintenance activities, including warranty repair work and equipment;
 - c. Replacement including, but not limited to, inverter replacement in order to keep the system operational and performing to production guarantees.

IV. **FINANCIAL INFORMATION**

- The City expects that the Service Provider will assume responsibility for the System financing, design, construction, installation (including metering equipment and training), connection, operation and maintenance at each facility, pursuant to the terms and conditions of the SEPA negotiated between the City and the Solar Provider.
- The City will not provide any financial security (i.e., letter of credit, guarantee, etc.) to secure its obligations under the SEPA.
- The prices established in the SEPA will not be subject to adjustment during the term of the SEPA, other than any agreed upon escalation provided for in the SEPA, including, but not limited to, any changes to the Service Provider's costs as a result of state or Federal incentives, tax credits, bonus depreciation or similar items that are not achieved or received.

- **Attachment A – List of Sites**
- **Attachment B – Site Inspections and Verifications**

Attachment A
List of Sites

Attachment A List of Sites

	Street Address	Building Name	Benchmarked Property Name
1	820 MURPHY AVE	SPECIAL SERVICE WHSE	DPRCA-Adair Park ~ Warehouse
2	1530 WOODBINE AVENUE	COAN REC CTR	DPRCA-Wesley Coan Park-Rec Center
3	2405 FAIRBURN RD SW	BEN HILL REC CTR	DPRCA-Ben Hill - Recreation Center
4	2405 FAIRBURN RD SW	BASKETBALL SHELTER	DPRCA-Ben Hill - Recreation Center
5	1565 ML KING JR DR, SW	REC CTR	DPRCA-Cornelius Adolphous Scott Rec
6	866 MURPHY AVE	BASKETBALL SHELTER	DPRCA-Adair Park ~ Warehouse
7	3201 MARTIN LUTHER KING, JR. DR. SW	ADAMSVILLE RECREATION CTR	DPRCA-Adamsville Recreation Center
8	2825 CAMPBELLTON RD, SW	FIRE STATION 5	Fire Station 5
9	2051 DELANO DR	BESSIE BRANHAM REC CTR	DPRCA-Bessie Branham Rec. Bldg.
10	1925 Hollywood Rd NW	Fire Station 28	Fire Station 28 (Fire and Police)
11	365 CLEVELAND AVE, SE	ROSEL FANN REC CENTER	DPRCA-Rosel Fann Community Ctr
12	537 PARK AVE SE	REC CTR	DPRCA-Grant Park-Rec Center ~ Gym
13	477 WINDSOR ST, SW	DUNBAR REC CTR	OEAM-Dunbar Recreation Center
14	815 OLD FLAT SHOALS RD	SERVICE BLDG	Public Works-Motor Transport
15	2007 OAKVIEW RD, SE	FIRE STATION 18	Fire Station 18
16	1835 HENRY THOMAS DR, SE	REC CTR	DPRCA-Thomasville Heights-Rec Ctr
17	950 GARIBALDI ST, SE	SARAH LOWRIE COMMUNITY CTR	DPRCA-Pittman Park~Rec Ctr Pool-Bath
18	1288 DEKALB AVE, NE	FIRE STATION 12	Fire Station 12
19	750 Francis Pl NW	REC CTR	DPRCA-Grove Park ~ Rec Center
20	1711 MARIETTA BLVD, NW	FIRE STATION 8	Fire Station 8
21	1568 JONESBORO RD, SE	FIRE STATION 2	Fire Station 2
22	1203 LEE STREET, SW	FIRE STATION 14	Fire Station 14
23	71 ELLIOTT ST, SW	FIRE STATION 1	Fire Station 1
24	950 GARIBALDI ST, SE	PITTMAN PARK POOL	DPRCA-Pittman Park~Rec Ctr Pool-Bath
25	309 EDGEWOOD AVE, SE	FIRE STATION 4	Fire Station 4
26	1489 RALPH D ABERNATHY BLVD	FIRE STATION 17	Fire Station 17
27	2911 DONALD LEE HOLLOWELL	FIRE STATION 38	Fire Station 38
28	950 GARIBALDI ST, SE	CONCESSION STAND-RESTROOMS	DPRCA-Pittman Park~Rec Ctr Pool-Bath

Attachment B
Site Inspections and Verifications

ADAMSVILLE REC



FIRE STATION #12



CITY OF ATLANTA

Site Inspections
and Verification
for Solar PV
Application

BEN HILL REC



FIRE STATION #18



BESSIE BRANHAM REC



FIRE STATION #28



COAN REC



ROSEL FANN REC



FIRE STATION #1



SARAH LOWRIE REC





Adamsville Rec

3201 MARTIN LUTHER KING, JR. DR. SW

TECHNICAL NOTES

264.6 KW

(882) 300 WATT PANELS
49 STRINGS (DEPENDENT ON
PANEL VOLTAGE)

- ELECTRICAL SUPPLY SHOULD BE ADEQUATE, ENGINEER TO CONFIRM
- INVERTERS TO BE MOUNTED ON BACK SIDE OF ROOF OPPOSITE OF PANELS WITH SHADE COVERS
- EXTERIOR PANEL AND DISCONNECT SHOULD BE MOUNTED NEAR METER AND DOUBLE LUGGED LOAD SIDE
- LINE SIDE INTERCONNECTION IN MAIN SWITCH GEAR



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

ADAMSVILLE REC CENTER

GENERAL NOTES:
NOTES

JOB#: MARTIN LUTHER KING

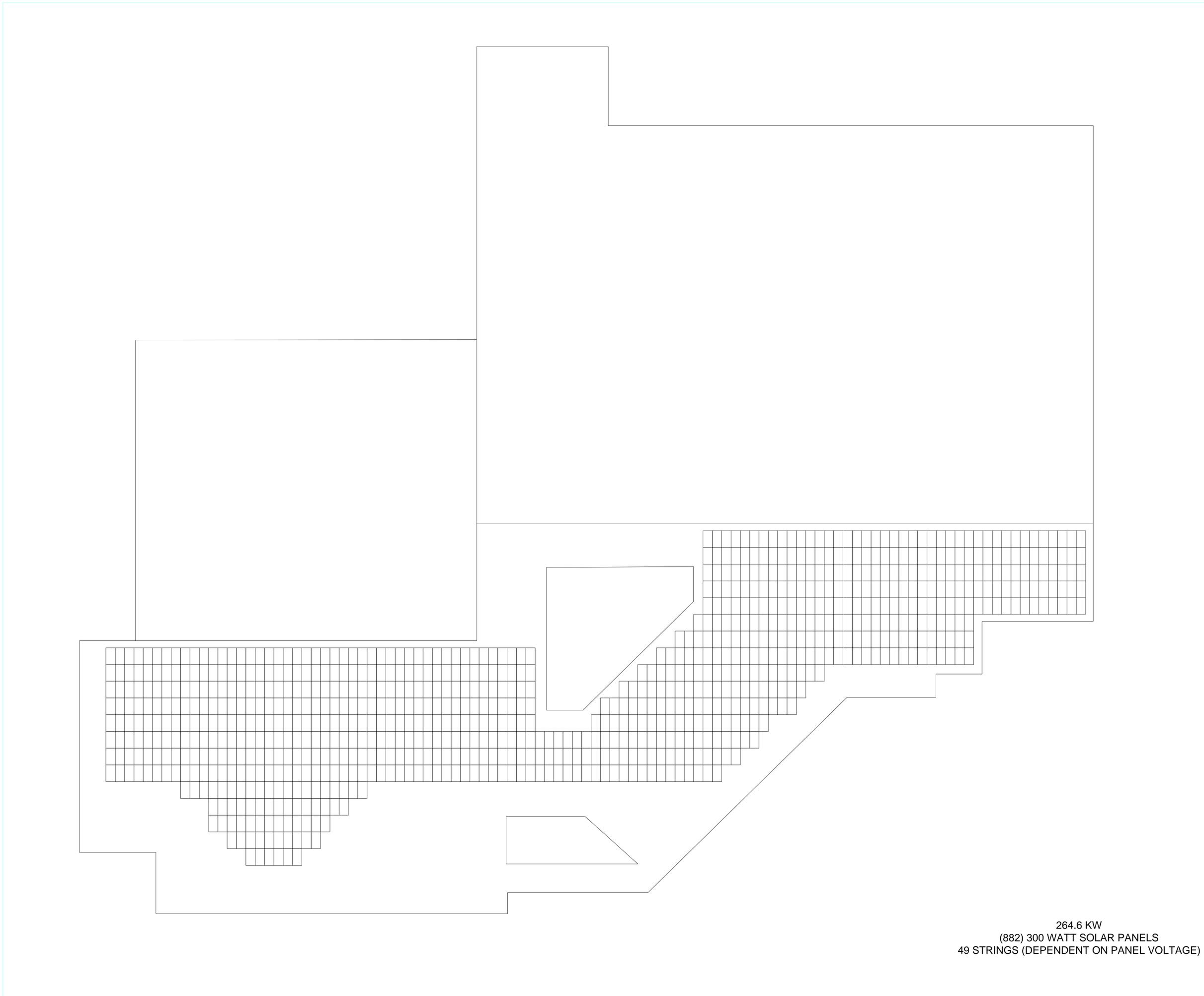
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CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: PV-01



264.6 KW
(882) 300 WATT SOLAR PANELS
49 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

ADAMSVILLE REC CENTER

GENERAL NOTES:
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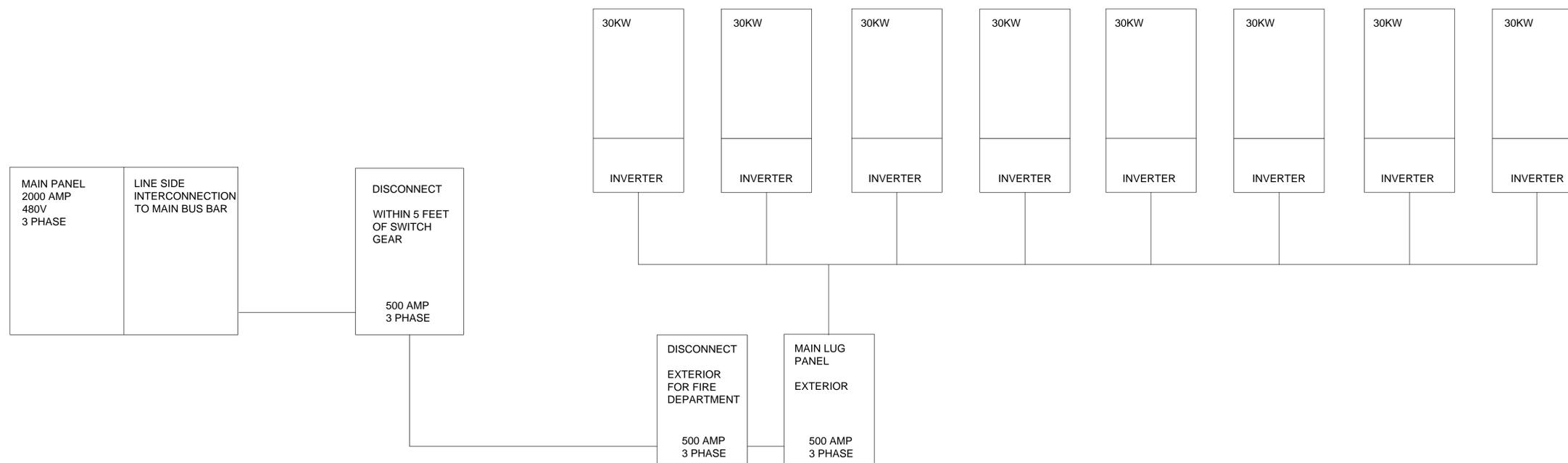
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DATE: 11-15-2015

SHEET: PV-02



FOR BID ONLY
 ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
 AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES :

STAMPS :

CITY OF ATLANTA SOLAR RFP DOCUMENTS

ADAMSVILLE REC CENTER

GENERAL NOTES :
 NOTES

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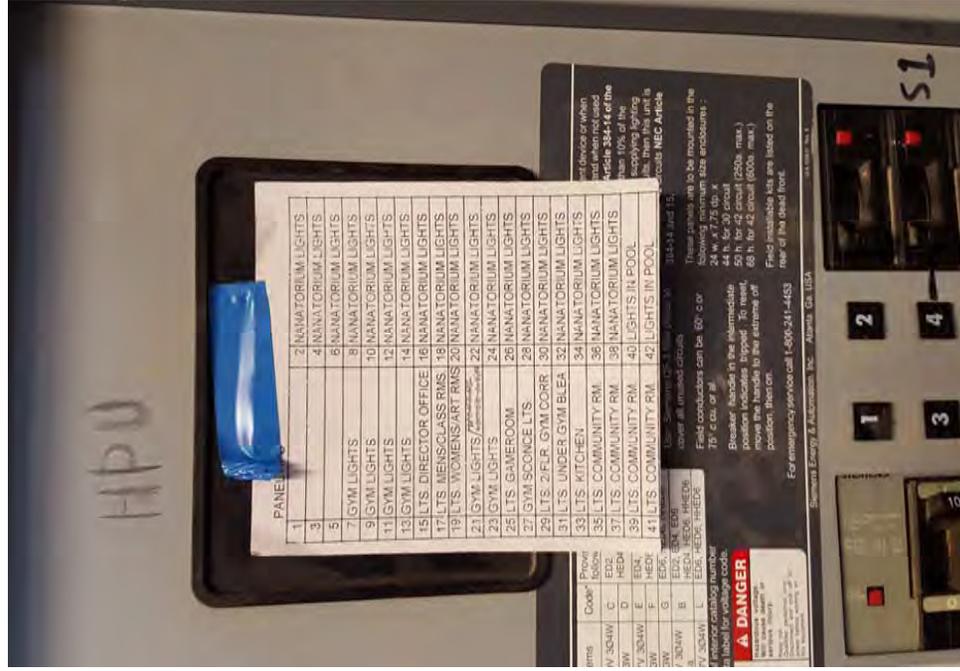
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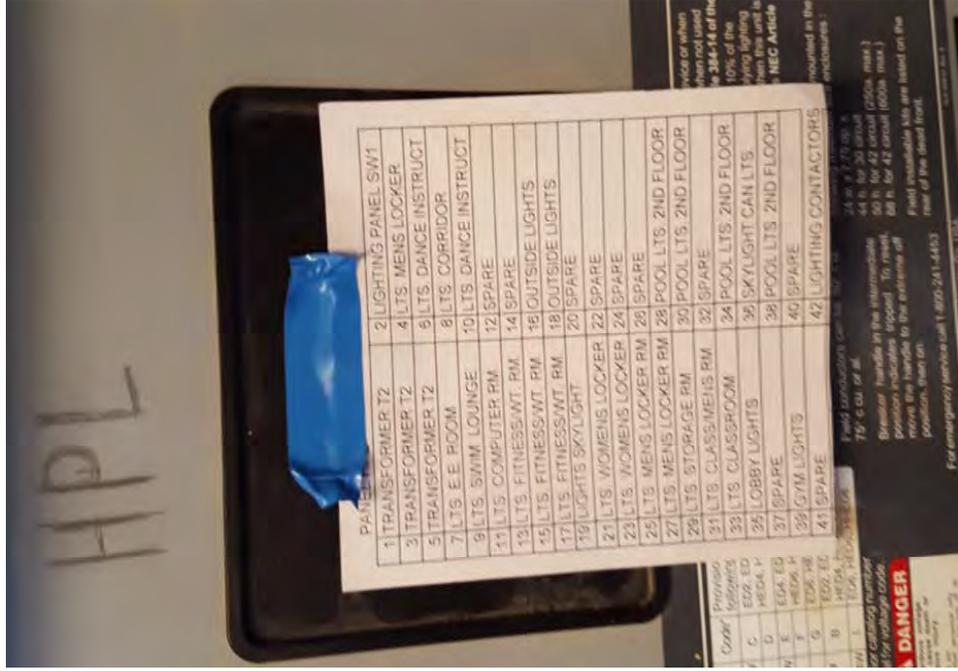
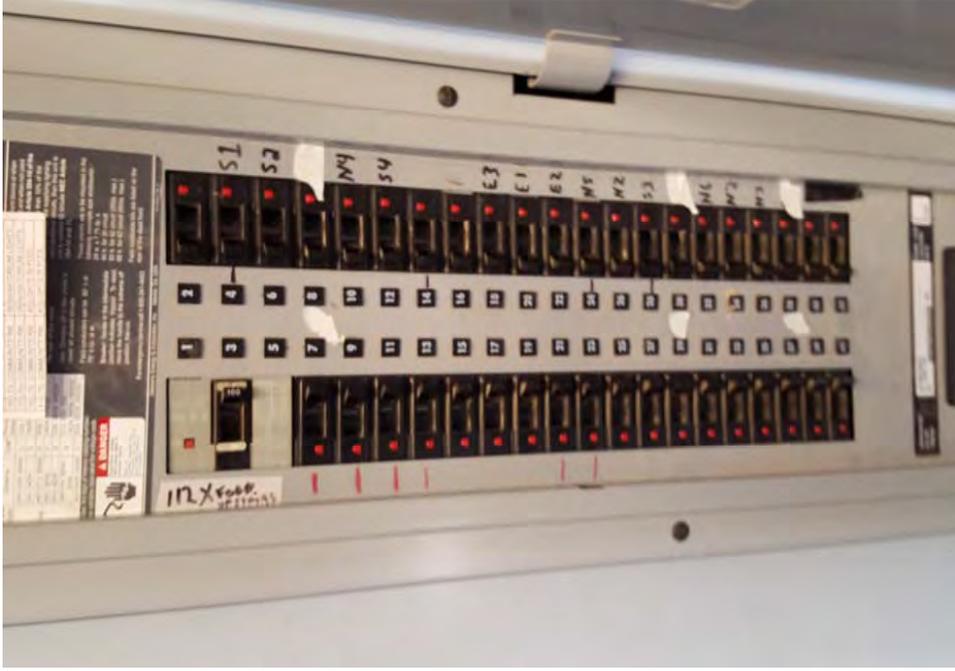
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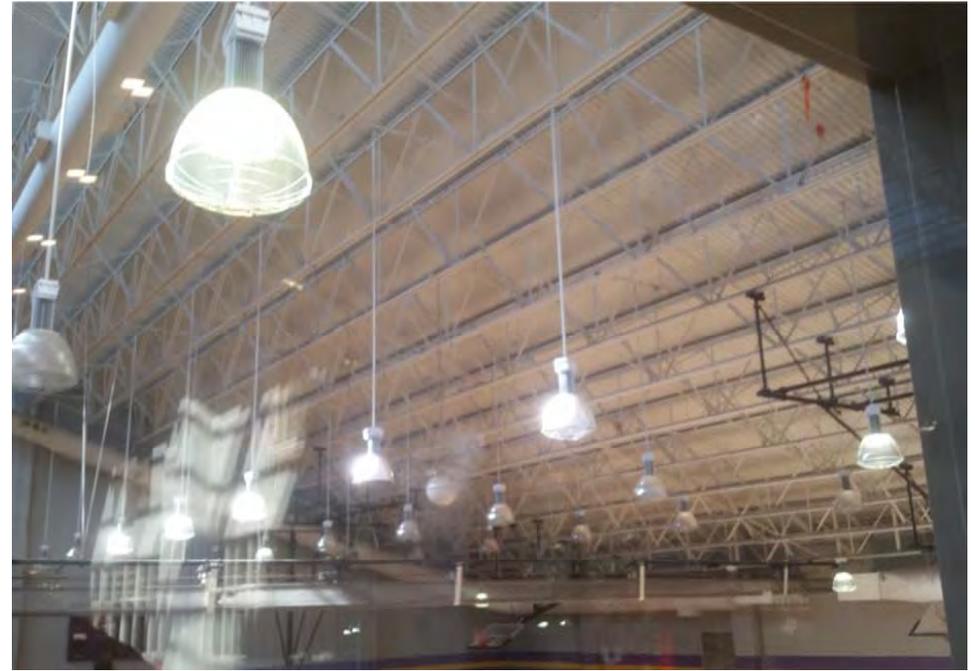




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MEMA NUMBERING



ADAMSVILLE

3201 MARTIN LUTHER KING, JR. DR. SW

EXISTING CEILING



ADAMSVILLE REC

3201 MARTIN LUTHER KING, JR. DR. SW

NORTH FACADE



ADAMSVILLE REC

3201 MARTIN LUTHER KING, JR. DR. SW

EAST FACADE



ADAMSVILLE REC

3201 MARTIN LUTHER KING, JR. DR. SW

SOUTH FACADE



ADAMSVILLE REC

3201 MARTIN LUTHER KING, JR. DR. SW

SOUTH FACADE



ADAMSVILLE REC

3201 MARTIN LUTHER KING, JR. DR. SW

WEST FACADE

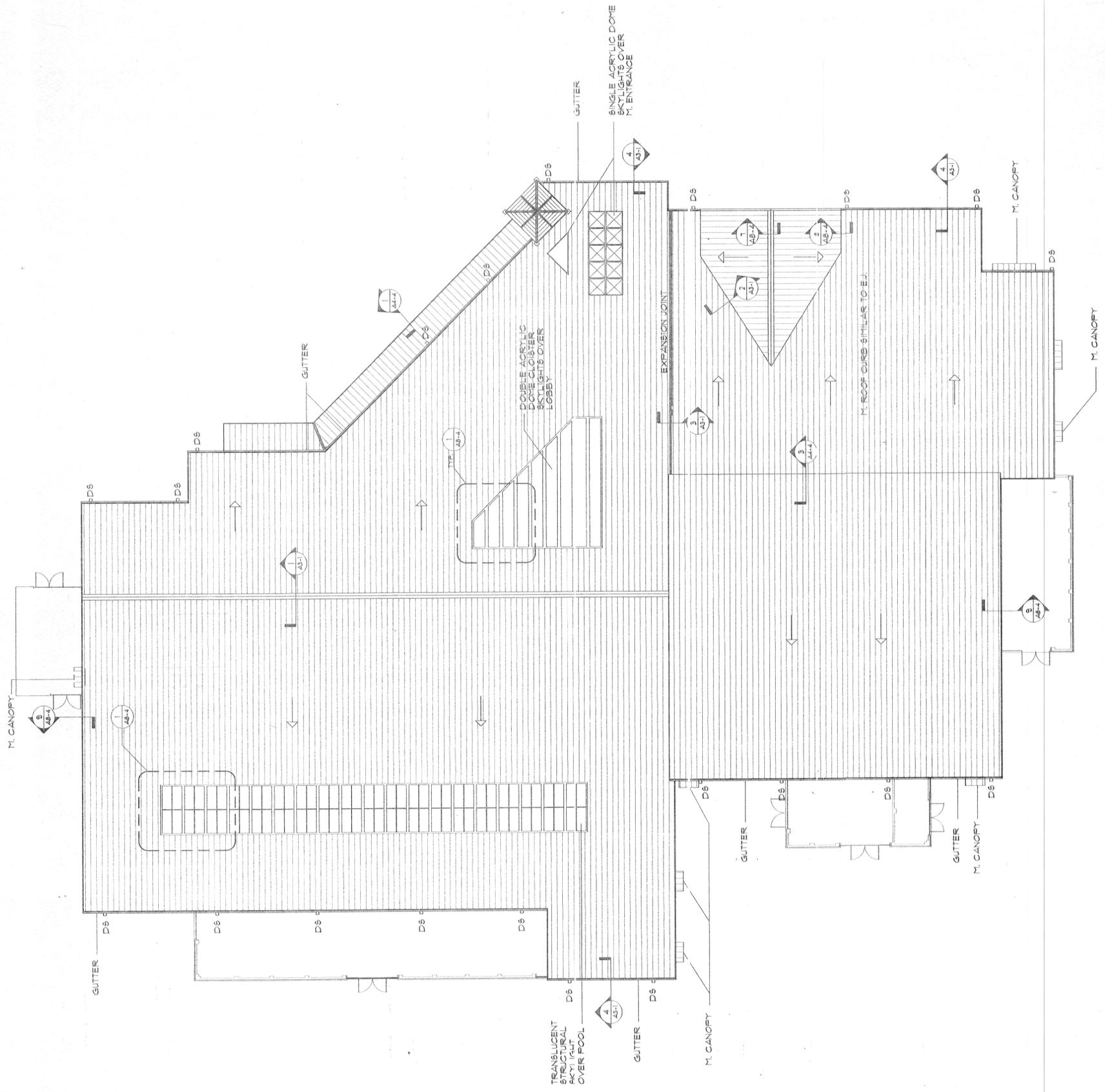


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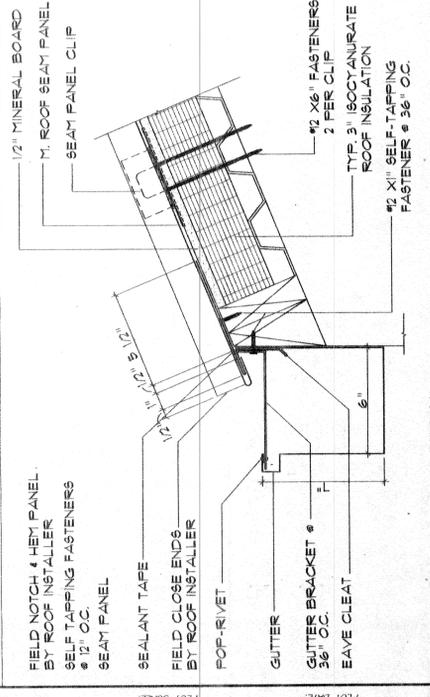
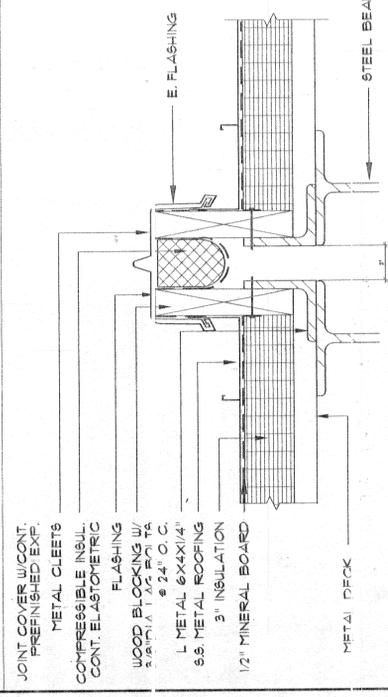
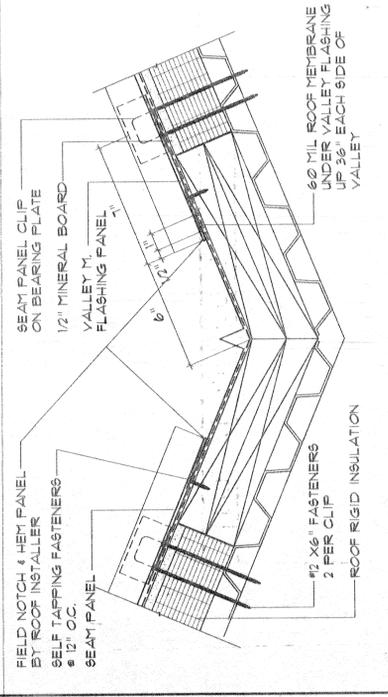
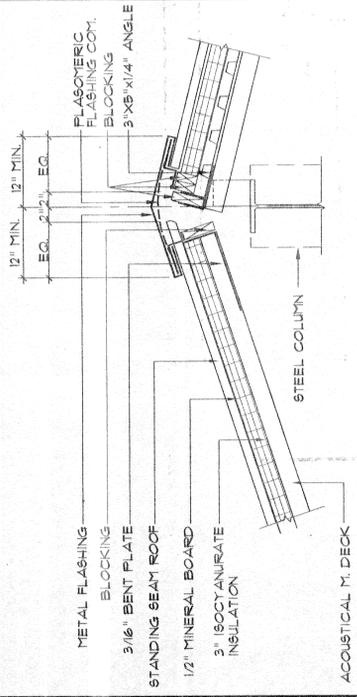
PROJECT NO. 96016
 DESIGNED BY: F.T.
 DRAWN BY: P.R.D.
 CHECKED BY: F.T.
 REVISED BY: C.T.
 DATE: NOVEMBER 4, 1998
 SCALE: AS SHOWN

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 GEORGIA REGISTERED PROFESSIONAL ARCHITECT
 P.R.A.D. GROUP, INC.



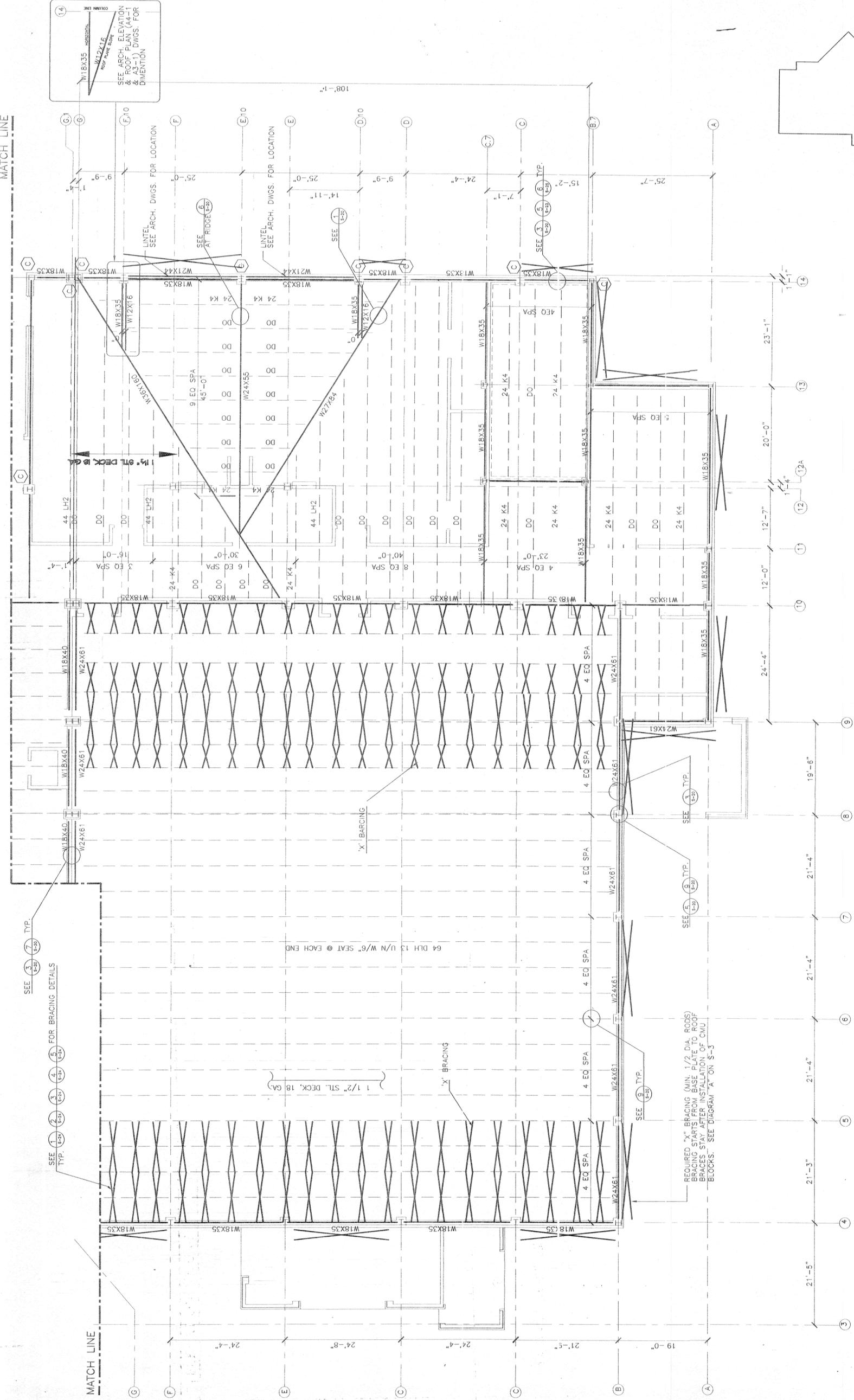
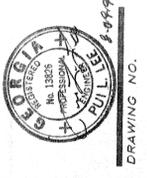
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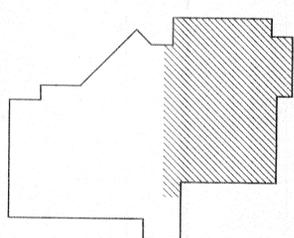


SYMBOL	REVISION
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2	ISSUED FOR CONSTRUCTION 07/0/99

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DRAWN BY:	M.M.
CHECKED BY:	P.L.
REVIEWED BY:	M.M.
DATE:	NOVEMBER 4, 1998
SCALE:	AS SHOWN



- NOTE :**
 SEE DETAILS ON S-20 THRU
 S-25 FOR BAR JOIST DETAILS.
- COLUMN TYPES :**
- (A) STEEL COLUMN W14X119
 - (B) STEEL COLUMN W14X84
 - (C) STEEL COLUMN W14X74
 - (D) STEEL COLUMN W10X39





STAMP

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12 PERMONT CENTER
SUITE #205 • ATLANTA, GA 30305
(404) 266-8585 • TELEFAX (404) 266-8583

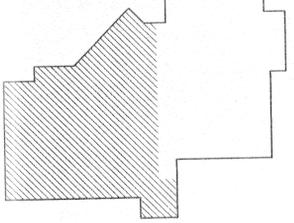
DATE: 11/04/98
REVISION
1 ISSUED FOR PERMIT ONLY
2 ISSUED FOR CONSTRUCTION
PROJECT NO. 96016
DESIGNED BY: M/M
CHECKED BY: P/L
DATE: NOVEMBER 4, 1998
SCALE: AS SHOWN

DEPARTMENT OF
PARKS AND
RECREATION
CITY OF ATLANTA



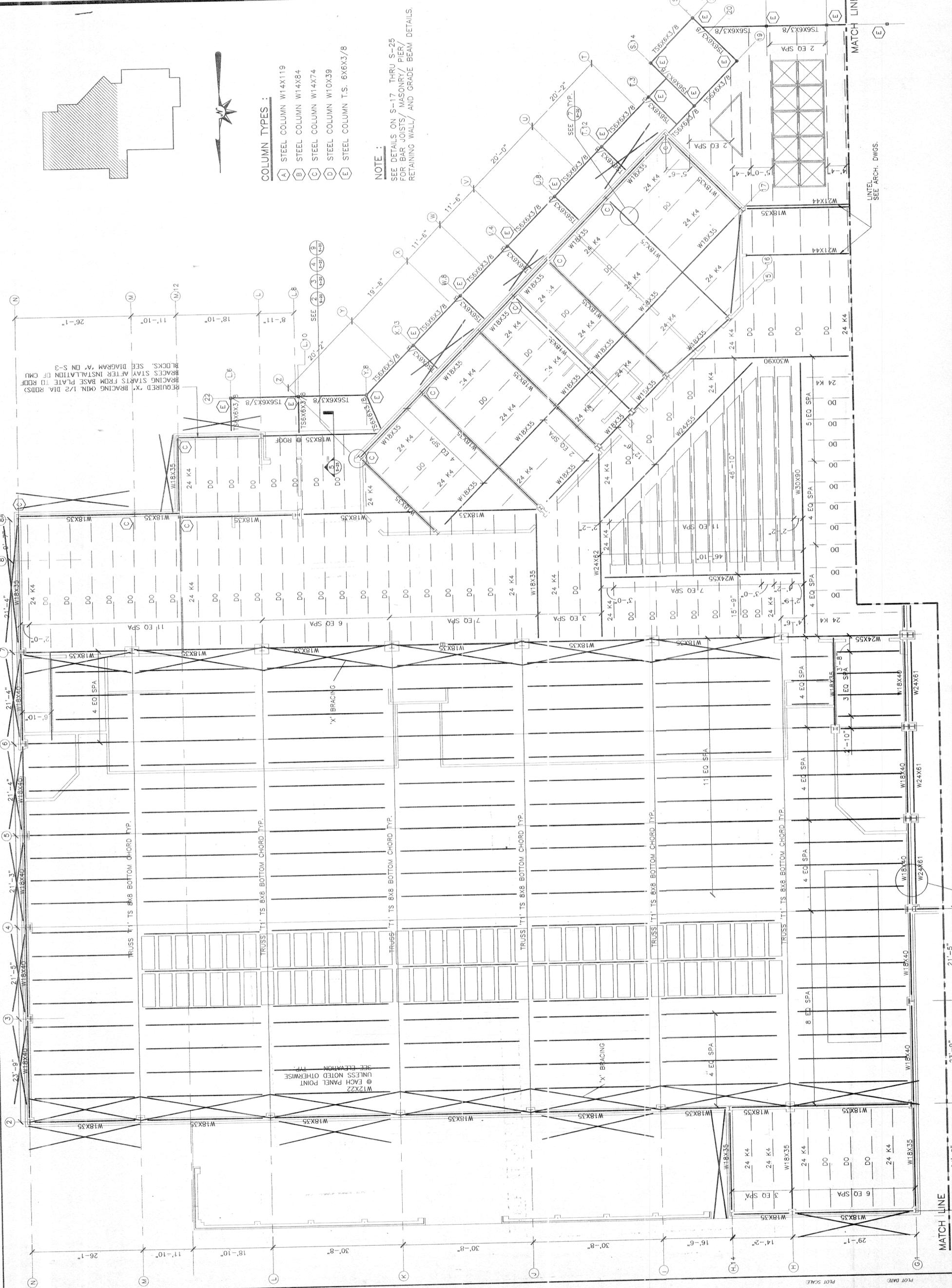
NEW ADAMSVILLE RECREATION CENTER ROOF FRAMING PLAN

PRAD
ARCHITECTS & ENGINEERS
3495 PERMONT ROAD • 12 PERMONT CENTER
SUITE #205 • ATLANTA, GA 30305
(404) 266-8585 • TELEFAX (404) 266-8583



- COLUMN TYPES :**
- A STEEL COLUMN W14X119
 - B STEEL COLUMN W14X84
 - C STEEL COLUMN W14X74
 - D STEEL COLUMN W10X39
 - E STEEL COLUMN T.S. 6X6X3/8

NOTE :
SEE DETAILS ON S-17 THRU S-25
FOR BAR JOISTS/ MASONRY/ PIER/
RETAINING WALL/ AND GRADE BEAM DETAILS.



SEE 3, 4, 5, 6, 7, 8, 9 TYP.

21'-5"

23'-9"

24'-8"

21'-5"

MATCH LINE

PLOT DATE: PLOT SCALE:



Ben Hill Rec

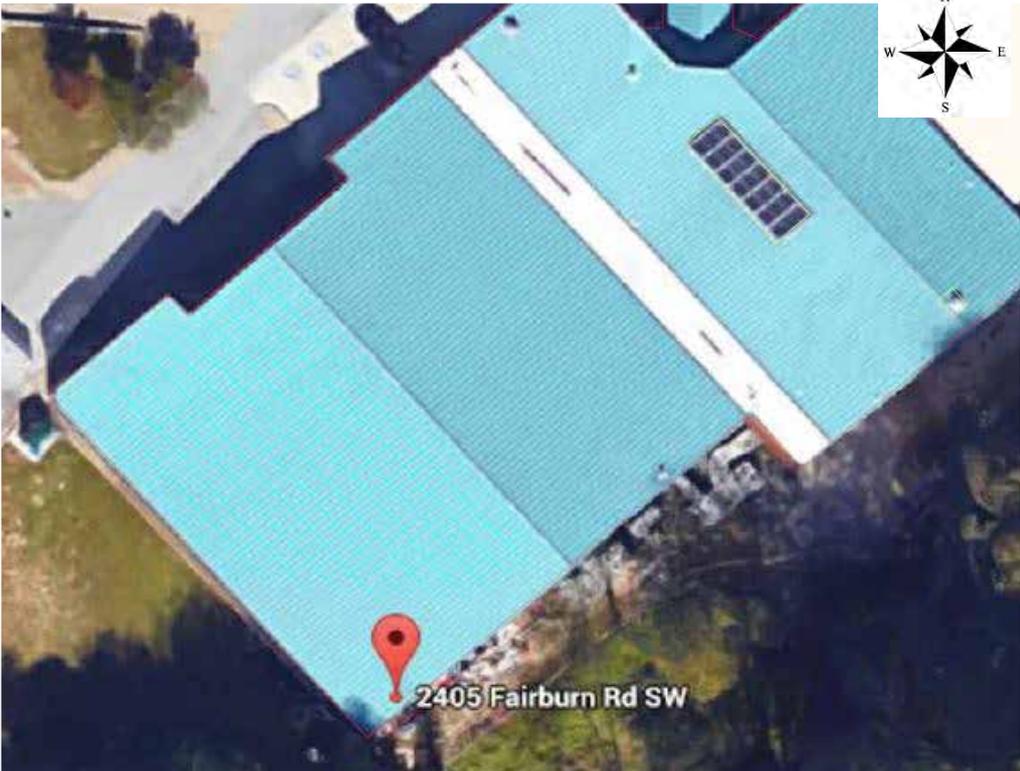
2405 FAIRBURN RD SW

TECHNICAL NOTES

91.8 KW

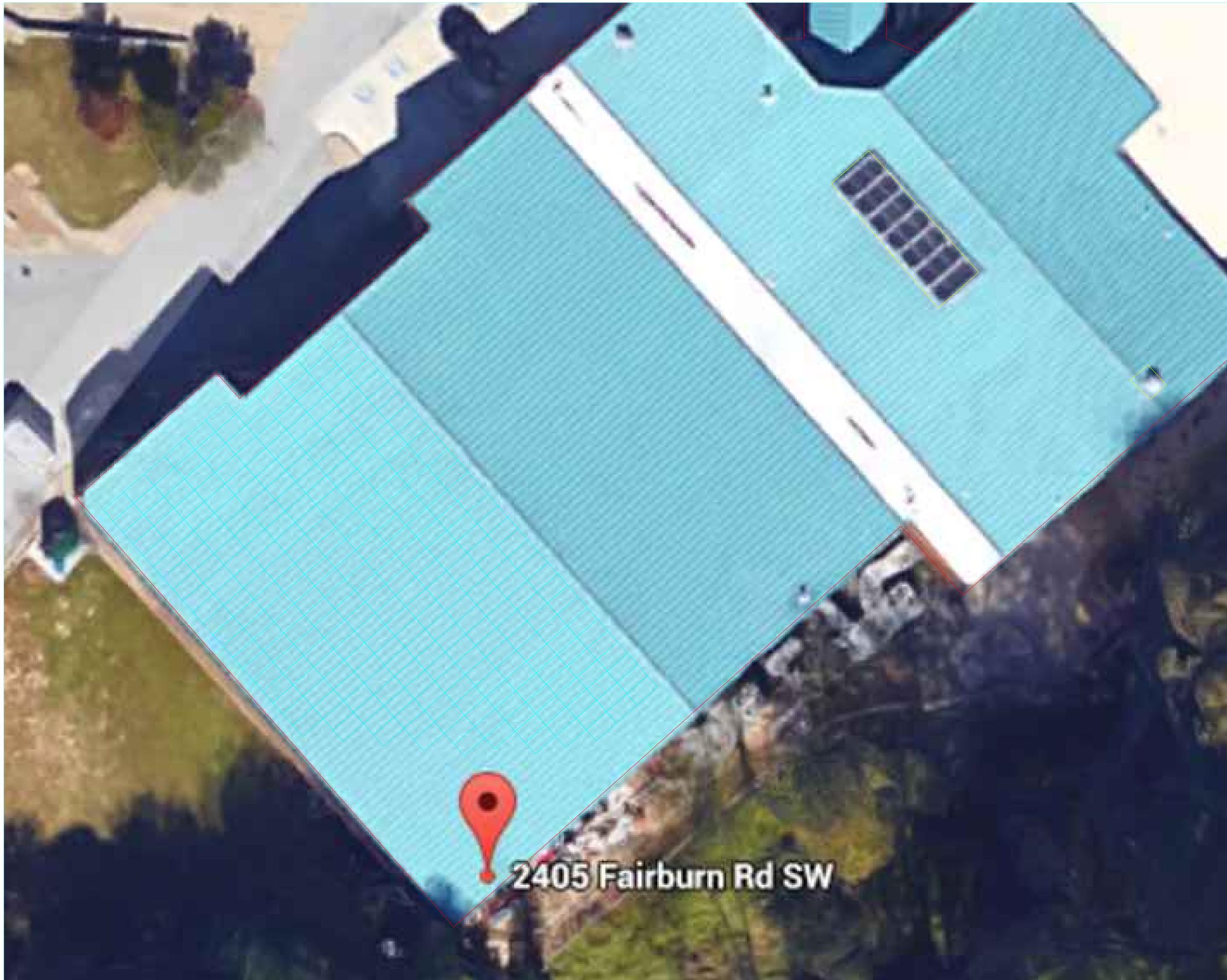
(306) 300 WATT SOLAR PANELS
18 STRINGS (DEPENDENT ON
PANEL VOLTAGE)

- INVERTERS TO BE PLACED ON THE SIDE OF BUILDING BY AC UNITS WITHIN FENCING
- EXTERIOR DISCONNECT FOR FIRE DEPT. BY METER
- INTERIOR DISCONNECT WITHIN 5 FEET OF SWITCH GEAR
- LINE SIDE CONNECTION ON MAIN BUS BAR OF SWITCH GEAR
- PANEL 1200 AMP 208 3 PHASE
- SOLAR TO TIE INTO MAIN SWITCH GEAR WITH A LINE SIDE INTERCONNECTION



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

BEN HILL REC CENTER

GENERAL NOTES:
NOTES

JOB #: FAIRBURN RD.

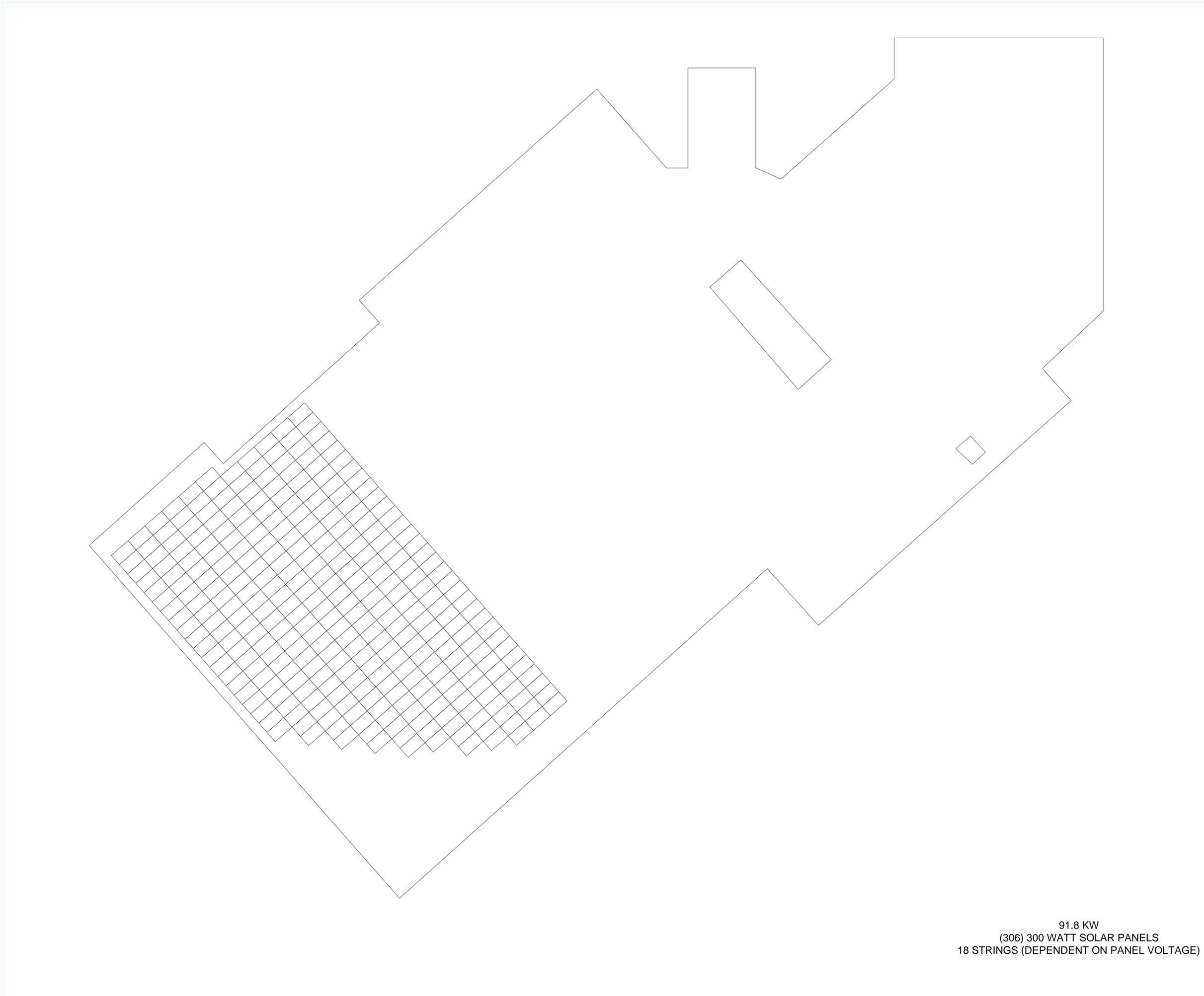
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-01**



91.8 KW
(306) 300 WATT SOLAR PANELS
18 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

BEN HILL REC CENTER

GENERAL NOTES:
NOTES

JOB #: FAIRBURN RD.

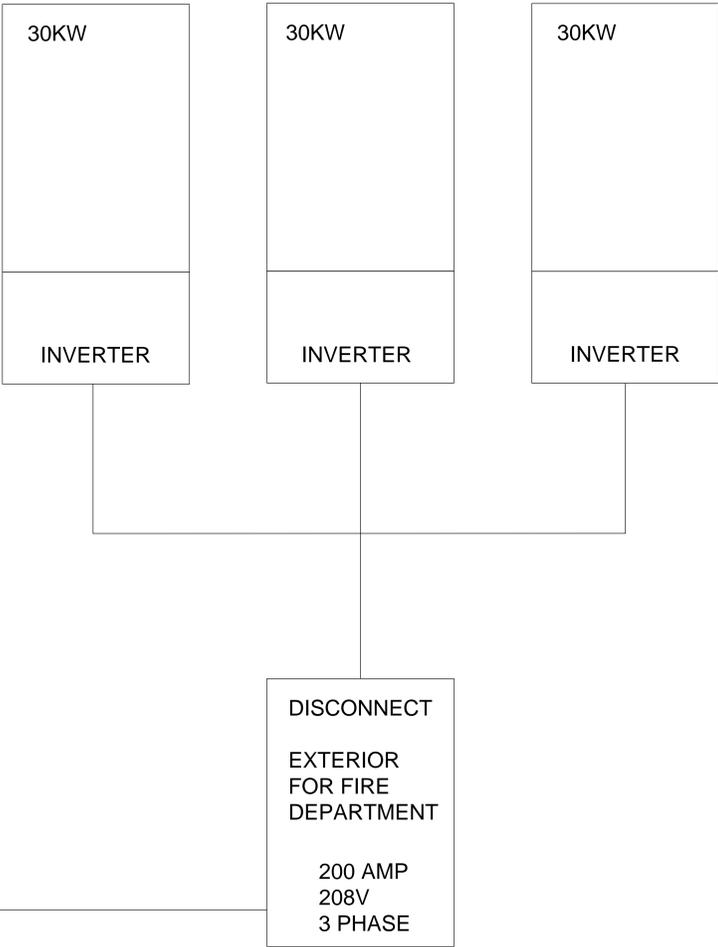
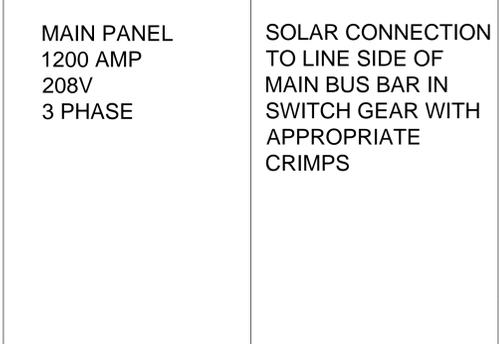
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-02**



FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES :

STAMPS :

CITY OF ATLANTA SOLAR RFP DOCUMENTS

BEN HILL REC CENTER

GENERAL NOTES :
NOTES

JOB # : FAIRBURN RD.

DRAWN BY : AL

CHECKED BY : DB

ISSUE : BID DOCUMENT

DATE : 7-22-2013

SHEET : PV-03



SIEMENS

Switchboard Type / Cat. No. 381

S.O. 18-91502-1000-010

System 308Y/120V 3p4W

Enclosure Type	Bus
Supply	Mains
1600	1600
1600	Neutral

Manufacturing Date 12-95 Location A

UL Underwriters Laboratories Inc. LISTED
DEAD FRONT SWITCHBOARD SECTION
 No. C 865478
 3 OF 3

The short circuit current rating of this switchboard section is 65,000 Amps RMS Symm. at 240 Volts.

The short circuit current rating is limited to the lowest short circuit current rating of any switchboard section in series or the lowest short circuit rating of any device installed. Additional or replacement devices shall be of the same manufacture, type designation, and short circuit rating.

Breaker handle in intermediate position indicates tripped. To reset move handle to the extreme off position, then

DANGER

SIEMENS

Switchboard Type / Cat. No. 381

S.O. 18-91502-1000-010

System 308Y/120V 3p4W

Enclosure Type	Bus
Supply	Mains
1600	1600
1600	Neutral

Manufacturing Date 12-95 Location A

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Breaker handle in intermediate position indicates tripped. To reset move handle to the extreme off position, then to

DANGER

High voltage. Will cause severe injury or death. Keep out. Qualified personnel only. Lock off power supplying this equipment before working inside.

Siemens Energy & Automation, Inc. | For emergency service call 1-800-241-4453
 Electrical Apparatus Division
 Atlanta, Ga. USA. 11C-1041-01 REV 0

263EMB-00065

CITY OF ATLANTA





BEN HILL REC

2405 FAIRBURN RD SW

NORTH FACADE



BEN HILL REC

2405 FAIRBURN RD SW

EAST FACADE



BEN HILL REC

2405 FAIRBURN RD SW

SOUTH FACADE

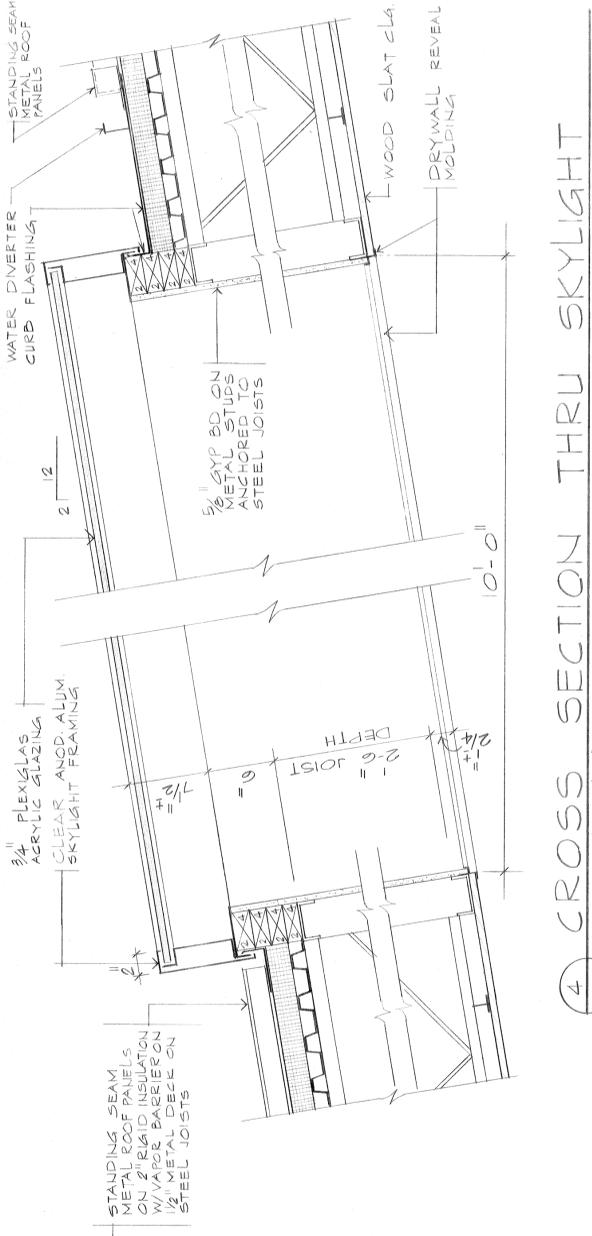


BEN HILL REC

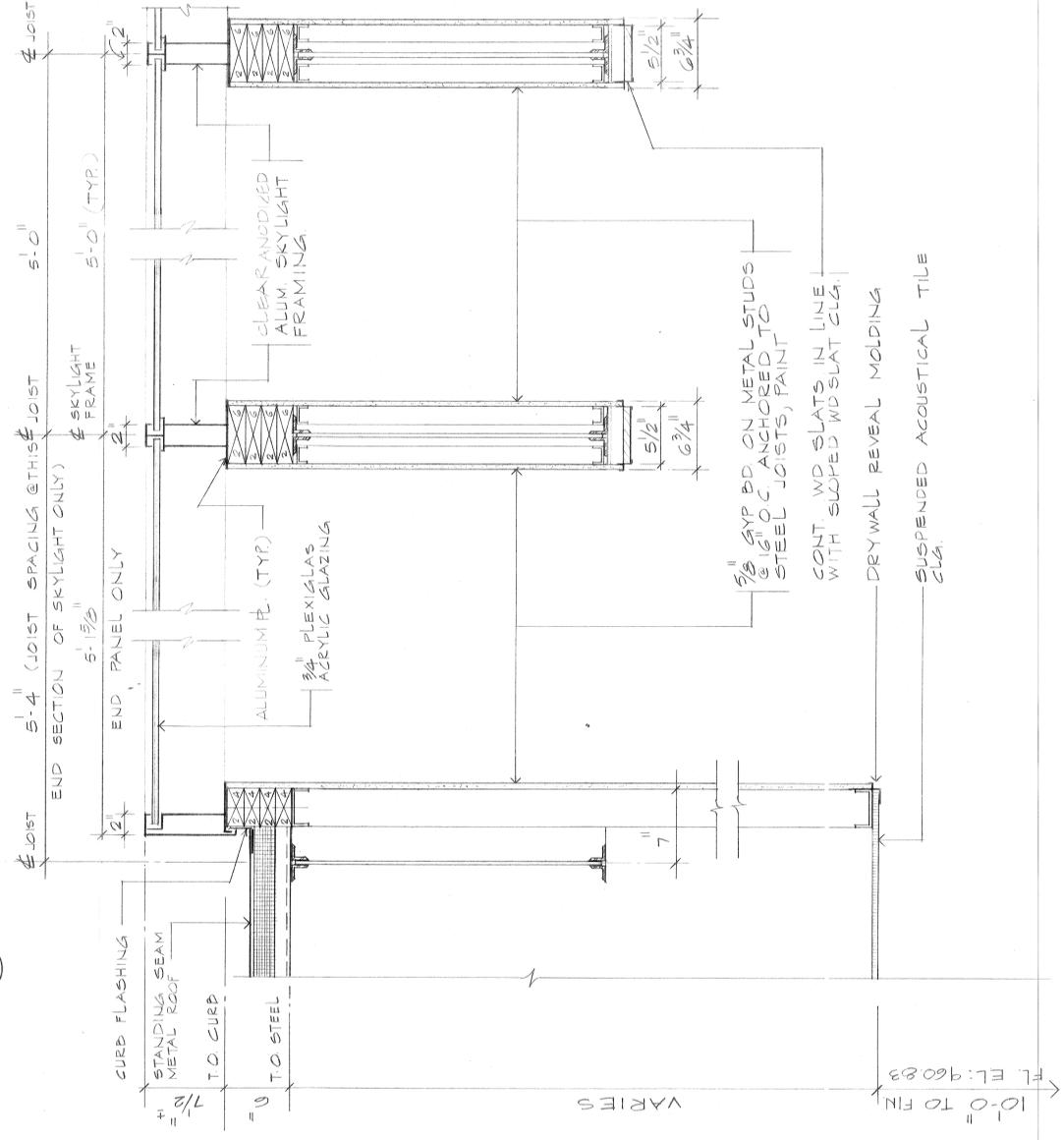
2405 FAIRBURN RD SW

WEST FACADE

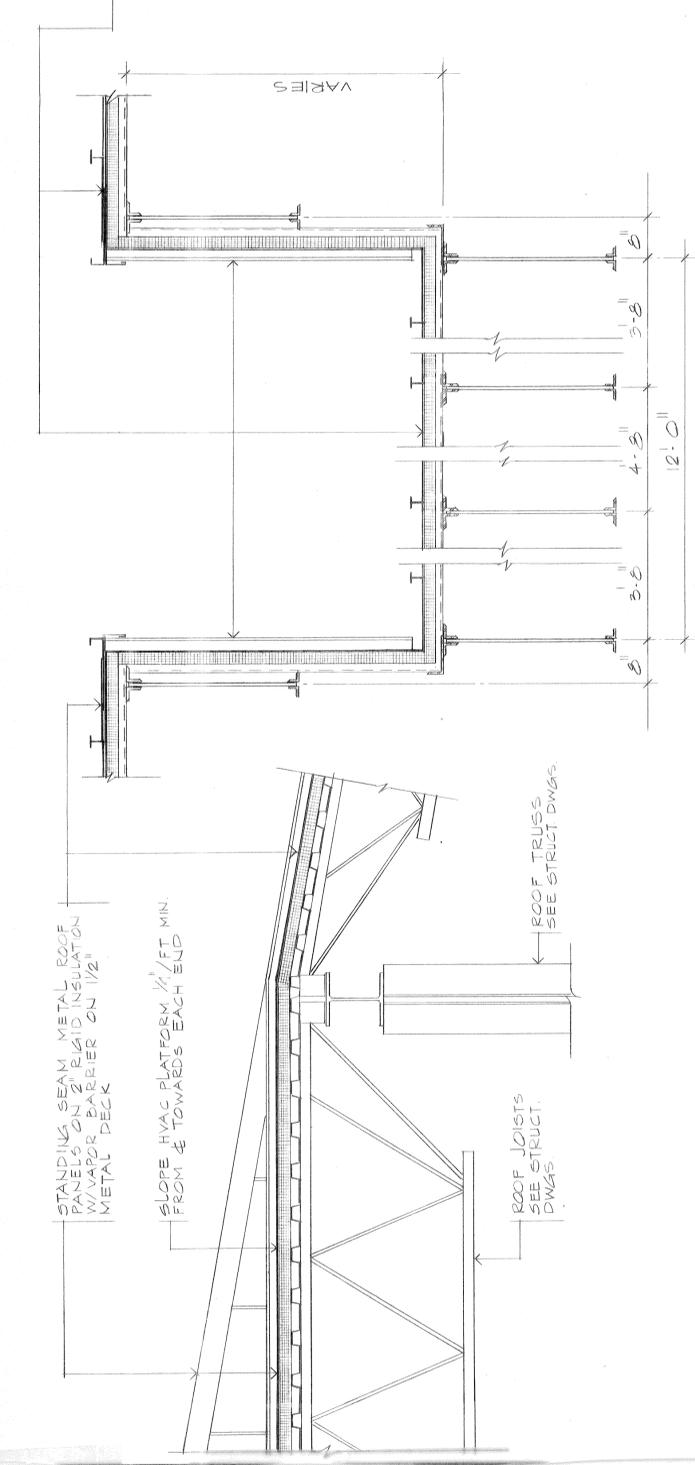
Design: SKD	Checked: JEB	Reviewed: SKD	Drawn: SKD
Approved:			
Revision:			
By: date:			



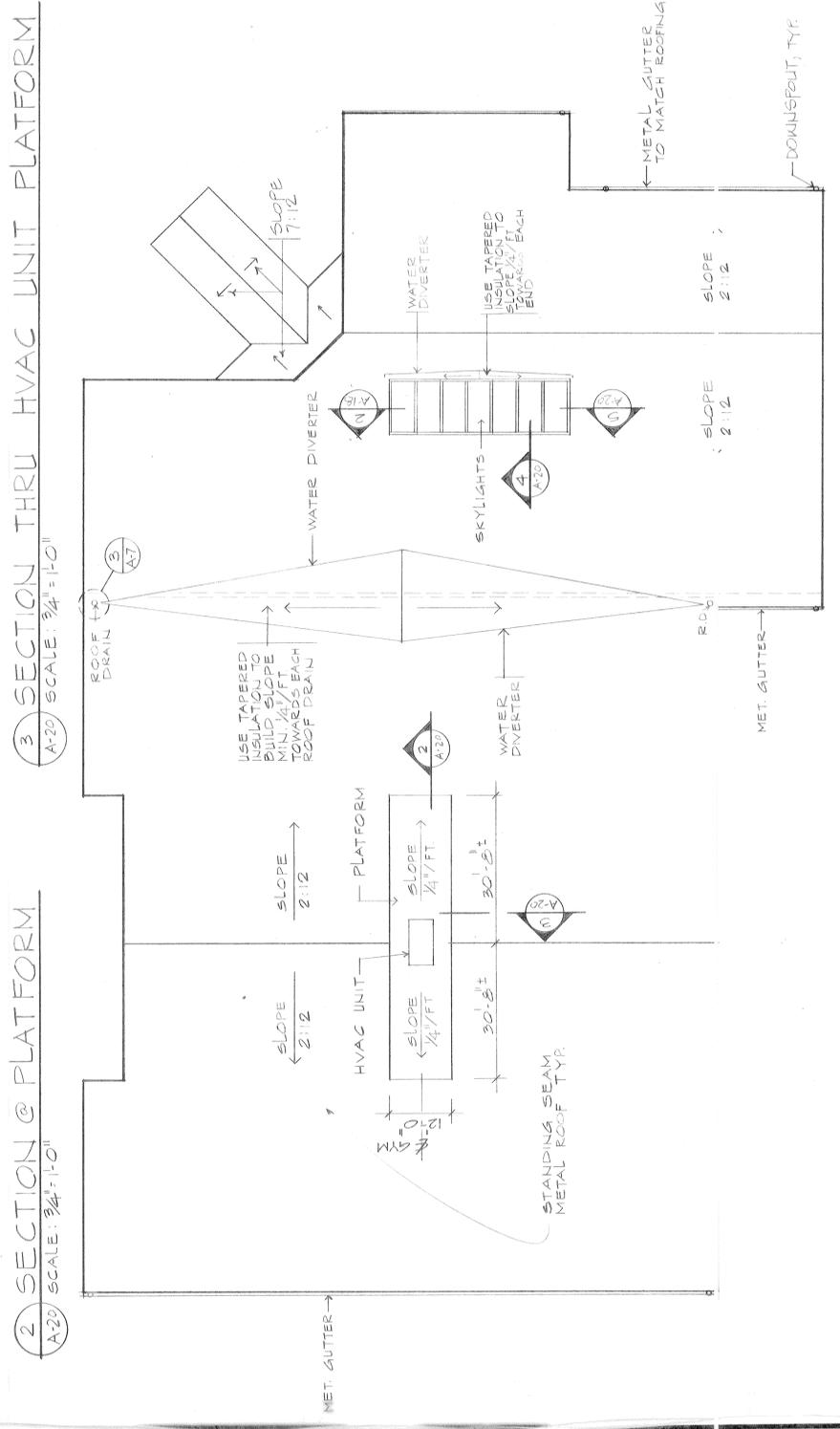
4 CROSS SECTION THRU SKYLIGHT
 SCALE: 1/2" = 1'-0"



5 SECTION DETAIL @ SKYLIGHT
 SCALE: 1/2" = 1'-0"



2 SECTION @ PLATFORM
 SCALE: 3/4" = 1'-0"



3 SECTION THRU HVAC UNIT PLATFORM
 SCALE: 3/4" = 1'-0"

1 ROOF PLAN
 SCALE: 1/16" = 1'-0"





Bessie Branham Rec

2051 DELANO DR

TECHNICAL NOTES

59.4 KW

198 300 WATT SOLAR PANELS
11 STRINGS (DEPENDENT ON PANEL VOLTAGE)

- 125AMPS LOAD TO BE DETERMINED BY ENGINEER AS TO WHETHER PANEL CAN HANDLE LOAD
- INVERTERS ON OUTSIDE WALL BY FIRE DEPT DISCONNECT
- SYSTEM CAN FIT ON ROOF AND MOST LIKELY FIT IN PANEL BUS, TO BE DETERMINED BY ENGINEER
- 400 AMP PANEL SHOULD HAVE SUFFICIENT BUS BAR, TO BE DETERMINED BY ENGINEER
- DISCONNECT WITHIN 5' OF MAIN PANEL PER CODE
- DISCONNECT FOR MAIN LUG EXTERIOR PANEL NEXT TO METER



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

BESSIE BRANHAM REC CENTER

GENERAL NOTES:
NOTES

JOB #: DELANO AVE.

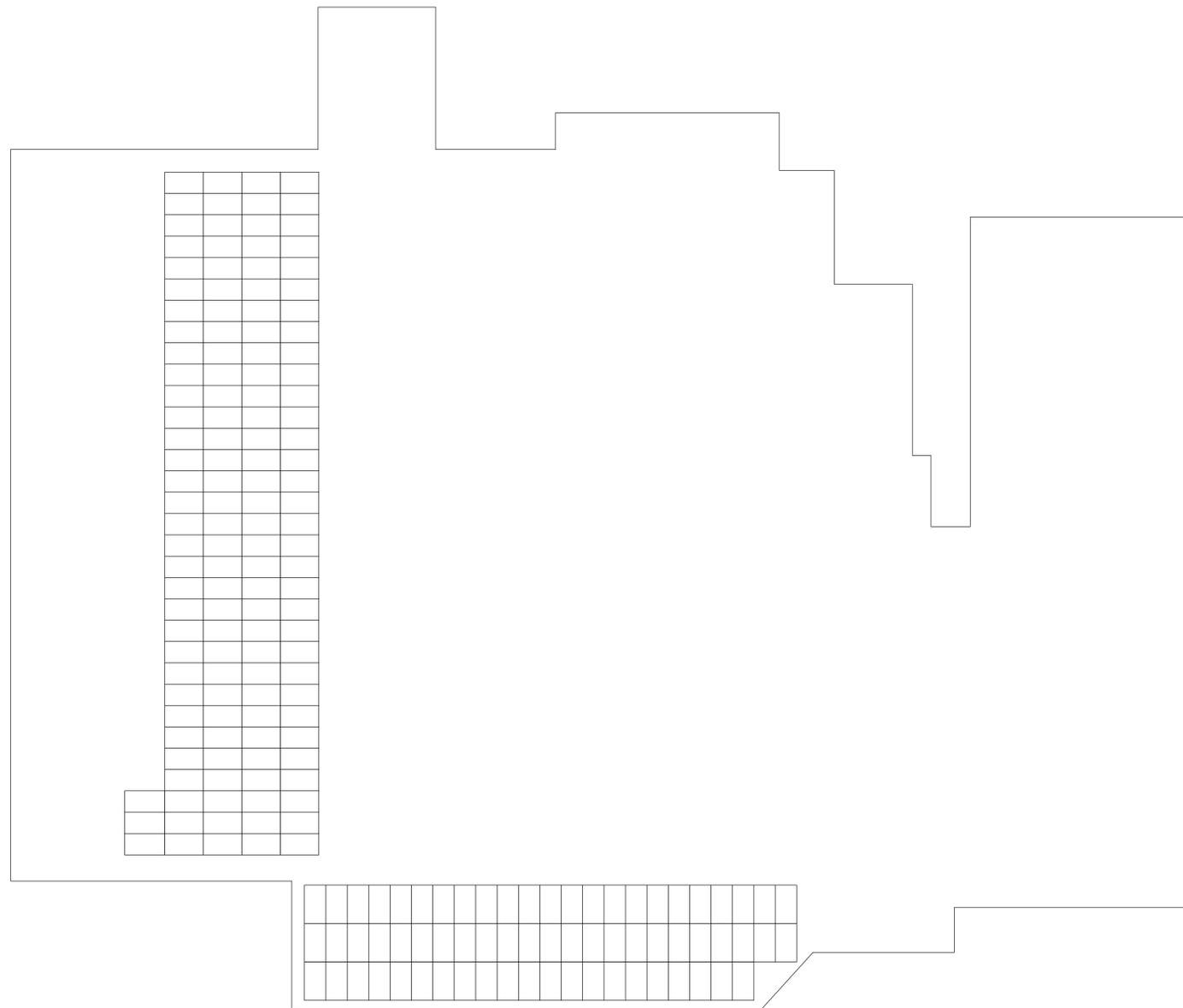
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-01**



59.4 KW
 198 300 WATT SOLAR PANELS
 11 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

BESSIE BRANHAM REC CENTER

GENERAL NOTES:
 NOTES

JOB #: DELANO AVE.

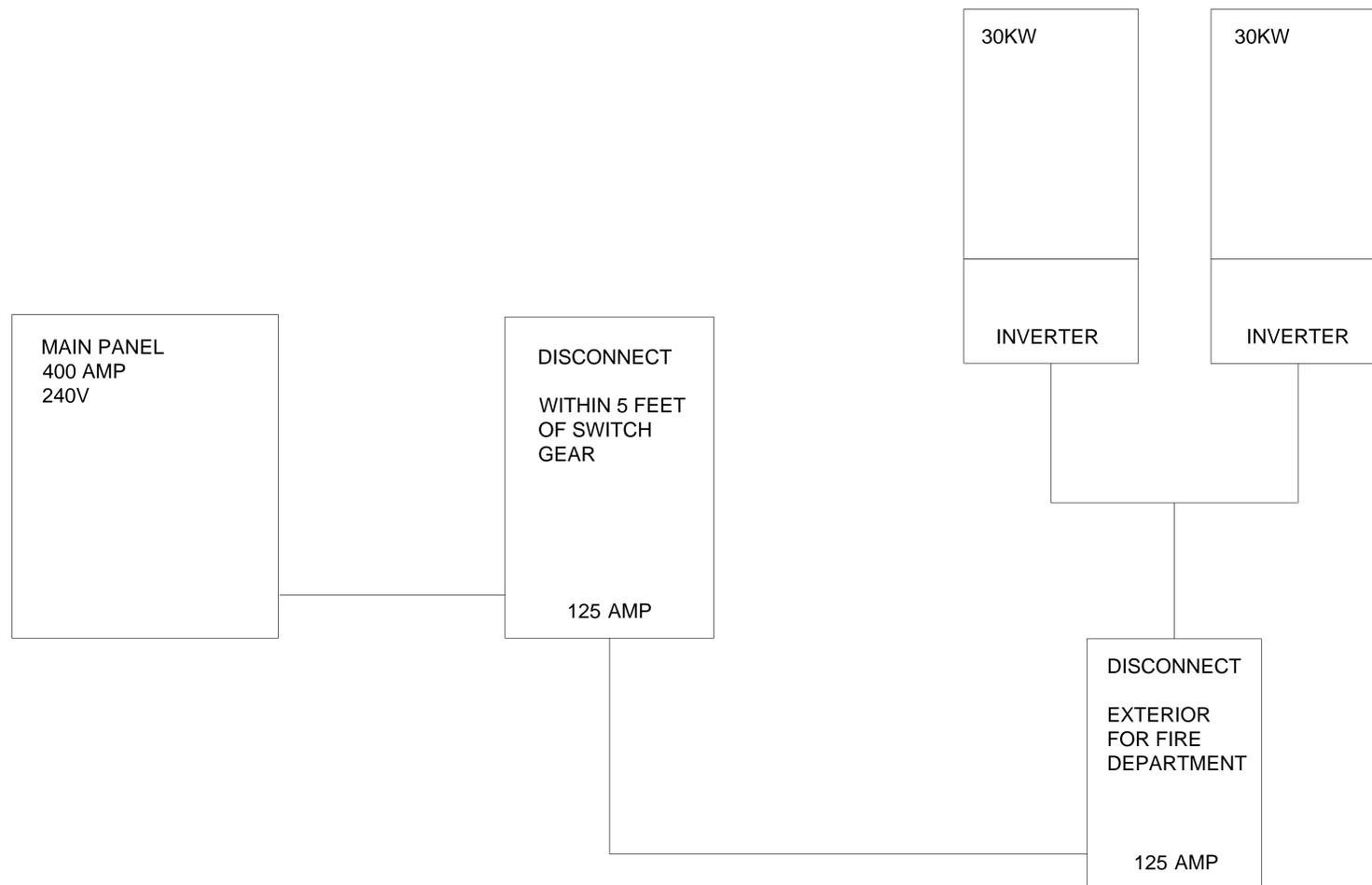
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-02**



FOR BID ONLY
 ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
 AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES :

STAMPS :

CITY OF ATLANTA SOLAR RFP DOCUMENTS

BESSIE BRANHAM REC CENTER

GENERAL NOTES :
 NOTES

JOB #: DELANO AVE.

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-03**

PANEL BOARD/PANNEAU/TABLERO - PANELBOARD "B"

NO.	DESCRIPTION	DATE
1	Water Cooler, Kitchen Rec., 26	Rec., Arts & Crafts
2	Light, Det. Fan, Men's Rm., 29	Blank
3	Fitcham, Mech. Rm., 30	"
4	Men's Hand Dryer, 31	"
5	Sec. Fan K11n Rm., 32	"
6	Hard Drive Room's, 33	"
7	NEEL Electrical Room, 34	"
8	Art. Hall, Off., & Clock, 35	"
9	Compressor, 36	"
10	Refr., 37	"
11	Refr., 38	"
12	Refr., 39	"
13	Men, Arts & Crafts, 40	"
14	K11n, 41	"
15	"	42
16	Space Clr., In Office, 43	"
17	Paint, 44	"
18	Exit Light, 45	"
19	Exit Light, 46	"
20	Exit Light, 47	"
21	Exit Light, Men, 26 & Off., 48	"
22	Men's Rm., K11n, Rm., 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	"

MADE IN U.S.A. SQUARE D COMPANY



BESSIE BRANHAM REC



2051 DELANO DR

ELECTRICAL





BESSIE BRANHAM

2051 DELANO DR

NORTH FACADE



BESSIE BRANHAM

2051 DELANO DR

EAST FACADE



BESSIE BRANHAM

2051 DELANO DR

SOUTH FACADE



BESSIE BRANHAM

2051 DELANO DR

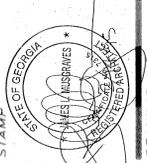
WEST FACADE



SYMBOL	ISSUED FOR PERMIT	DATE
0	11/4/94	
REVISION		

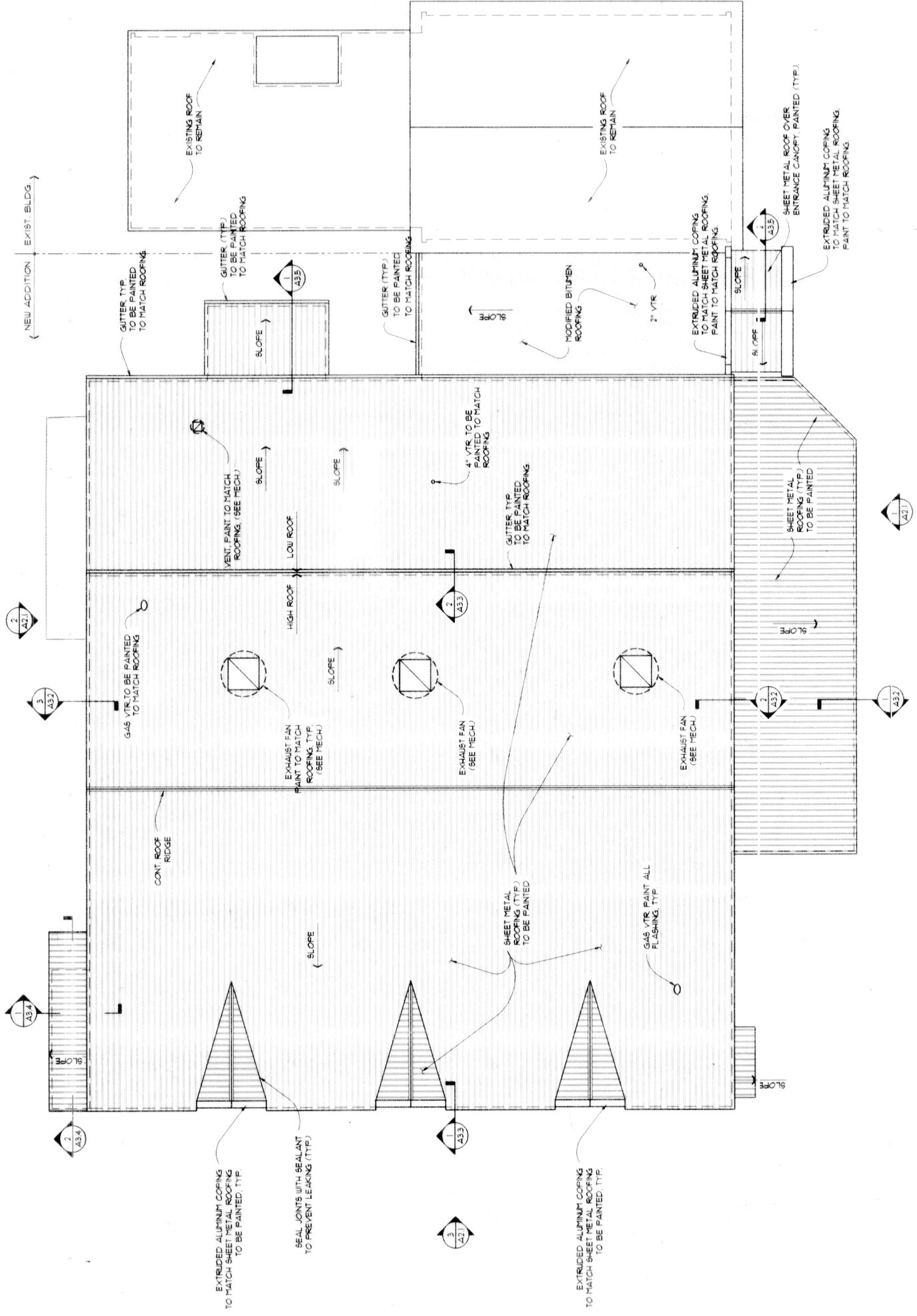
PROJECT NO.	93005
DESIGNED BY	J.L.M.
DRAWN BY	T.L.R.
CHECKED BY	J.L.M.
DATE	30 JAN 95
SCALE	AS SHOWN

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PROJECT NORTH

GENERAL NOTES:
 1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FACTORY FINISHED TO MATCH SHEET METAL ROOFING.



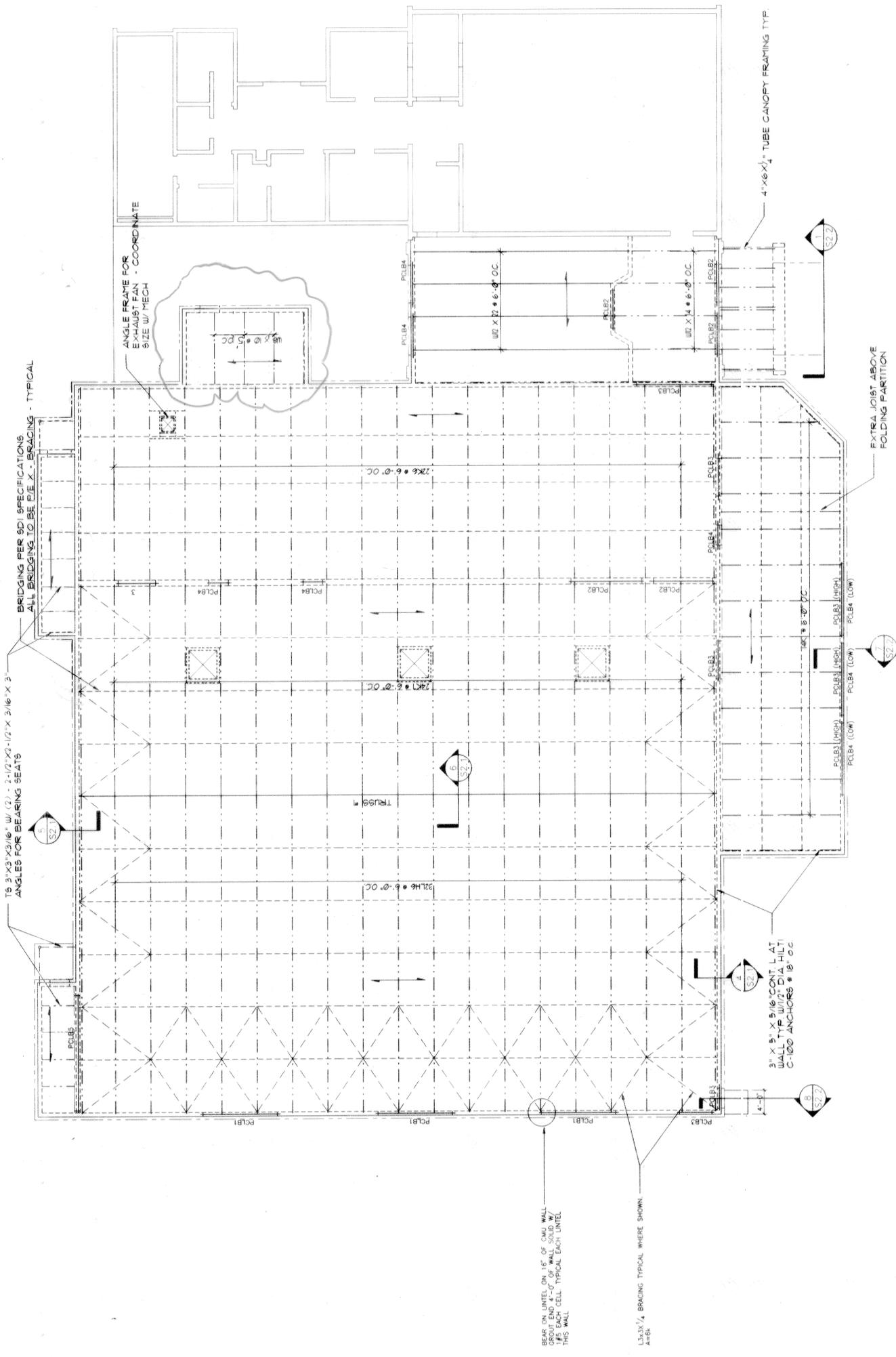
1.1 ROOF PLAN
 SCALE: 1/8" = 1'-0"



SYMBOL	REVISION	DATE
0	ISSUED FOR PERMIT	1/4/94
1	GENERAL ROOM	08-16-96
2	ELECTRICAL ROOM	10-3-96

PROJECT NO.	50005
DESIGNED BY:	B.R.B.
DRAWN BY:	C.S.S.
CHECKED BY:	B.R.B.
INVENTED BY:	B.R.B.
DATE:	30 JAN. 95
SHEET:	45 SHOWN

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 P R A D GROUP, INC.
 ARCHITECTS & ENGINEERS
 233 PEACHTREE STREET N.E.
 HARRIS TOWER • SUITE #400
 ATLANTA, GA 30303
 (404) 522-0023
 TELEFAX: (404) 522-0033



1 ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"

GENERAL NOTES:

LEGEND:

1 INTEGRAL COMPOSITE ROOF DECK ASSEMBLY
 2 ARROUNDENES DECK SPAN



PROJECT
 NORTH



Coan Rec

1530 WOODBINE AVENUE

TECHNICAL NOTES

43.2 KW

(144) 300 WATT SOLAR PANELS
8 STRINGS (DEPENDENT ON PANEL
VOLTAGE)

- INVERTERS MOUNTED TO ROOF AND ATTACHED BY QUALIFIED ROOFER
- DISCONNECT SHOULD BE MOUNTED BY METER BASE
- SOLAR PANELS SHOULD BE RUN TO 200 AMP PANEL WITH JUST THE TWO 100 AMP HVAC UNITS AT 60% LOAD. NOTHING ELSE UNLESS OTHERWISE DICTATED BY ENGINEER
- INSTALL SOLAR BREAKER IN THE BOTTOM OF THAT PANEL, LOAD TO BE VERIFIED BY ENGINEER
- 225 AMP BUS BAR



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

COAN PARK REC CENTER

GENERAL NOTES:
NOTES

JOB #: WOODBINE AVE.

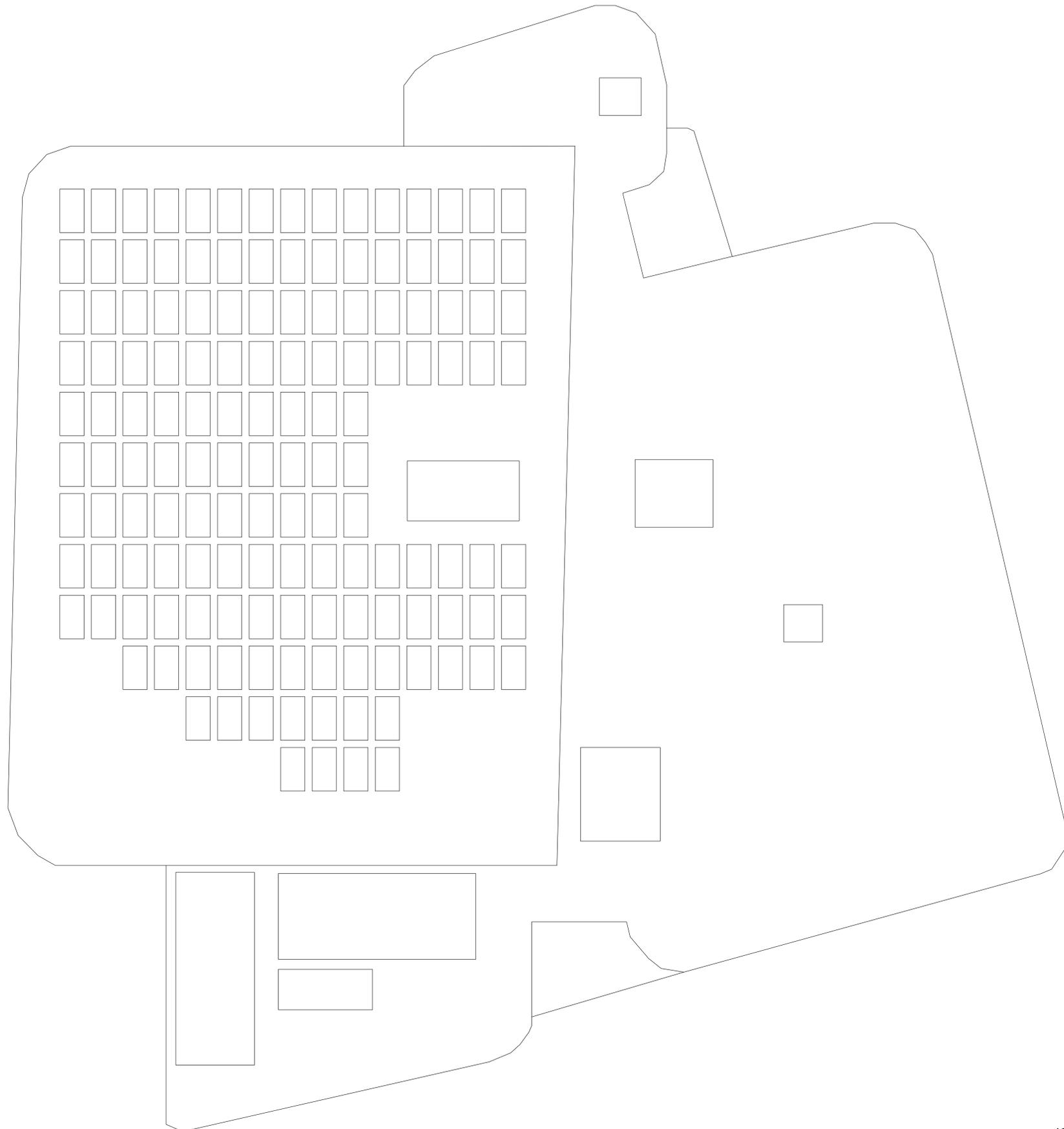
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: **PV-01**



43.2 KW
 (144) 300 WATT SOLAR PANELS
 8 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

COAN PARK REC CENTER

GENERAL NOTES:
 NOTES

JOB #: WOODBINE AVE.

DRAWN BY: AL

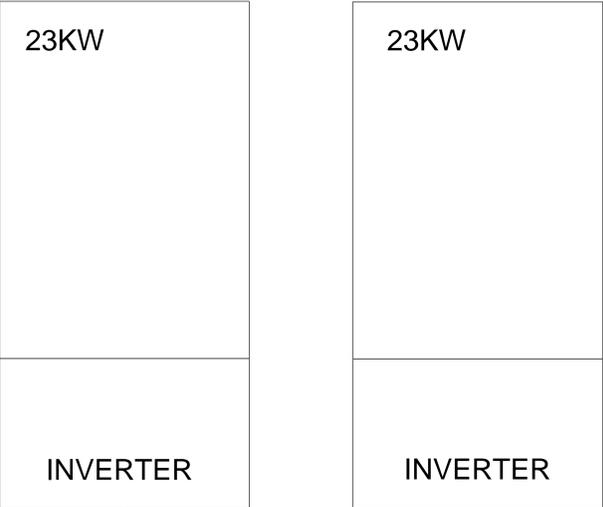
CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: **PV-02**

208V
3 PHASE
TIE IN TO PANEL WITH
ONLY 2 AC UNITS AND
PLENTY OF SPACE
BOTTOM LEFT THREE
BREAKER SPACES.
100 AMP BREAKER



DISCONNECT
EXTERIOR FOR
FIRE
DEPARTMENT
LOAD SIDE
DOUBLE
LUGGED

100 AMP
3 PHASE

FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

COAN PARK REC CENTER

GENERAL NOTES:
NOTES

JOB #: WOODBINE AVE.

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

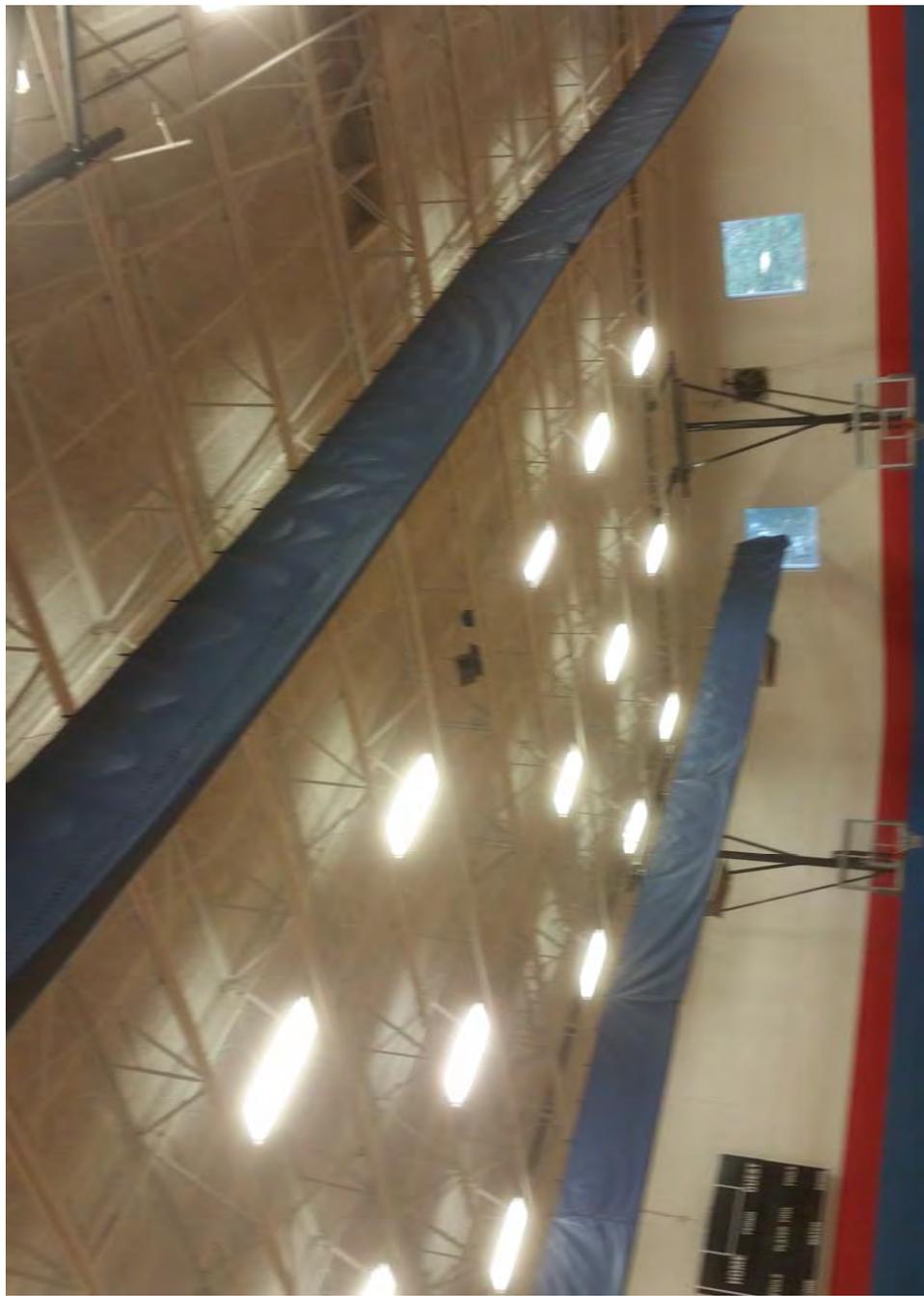
SHEET: PV-03

PANELBOARD V. PH. DATE:

FED FROM PANEL

CIR.	LOAD DESCRIPTION
1	
2	120A
3	
4	
5	100A
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	





COAN REC

1530 WOODBINE AVENUE

EXISTING CEILING



COAN REC

1530 WOODBINE AVENUE

NORTH FACADE



COAN REC

1530 WOODBINE AVENUE

EAST FACADE



COAN REC

1530 WOODBINE AVENUE

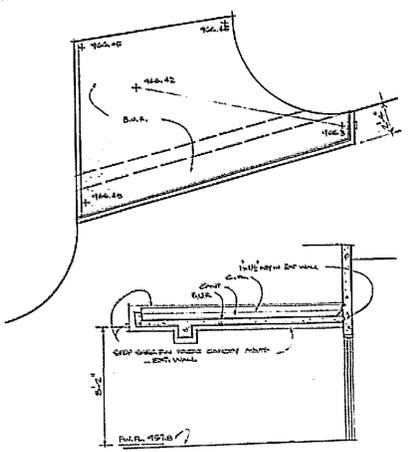
SOUTH FACADE



COAN REC

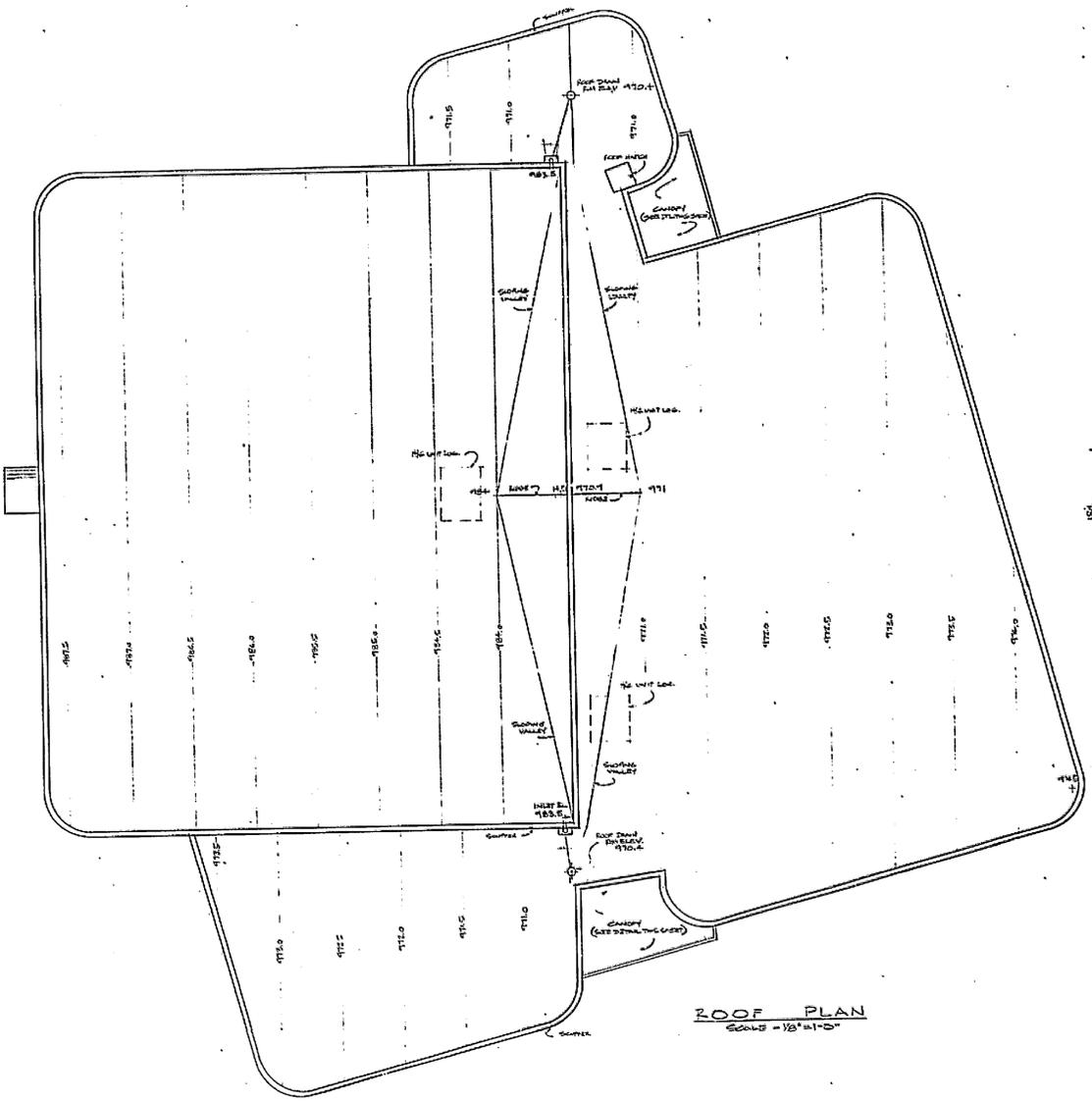
1530 WOODBINE AVENUE

WEST FACADE

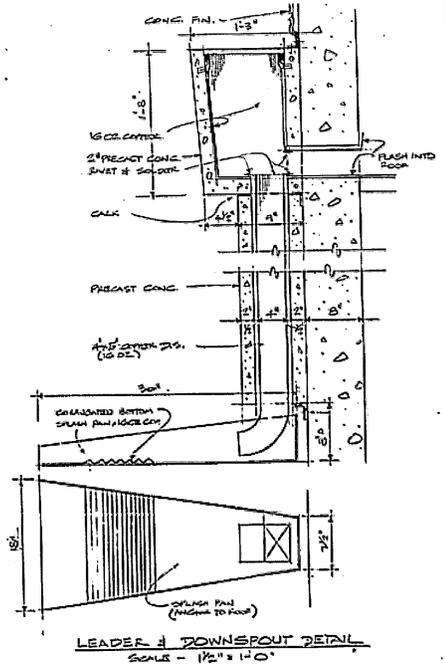


CANOPY DETAIL
SCALE - 3/8" = 1'-0"

06364



ROOF PLAN
SCALE - 1/8" = 1'-0"



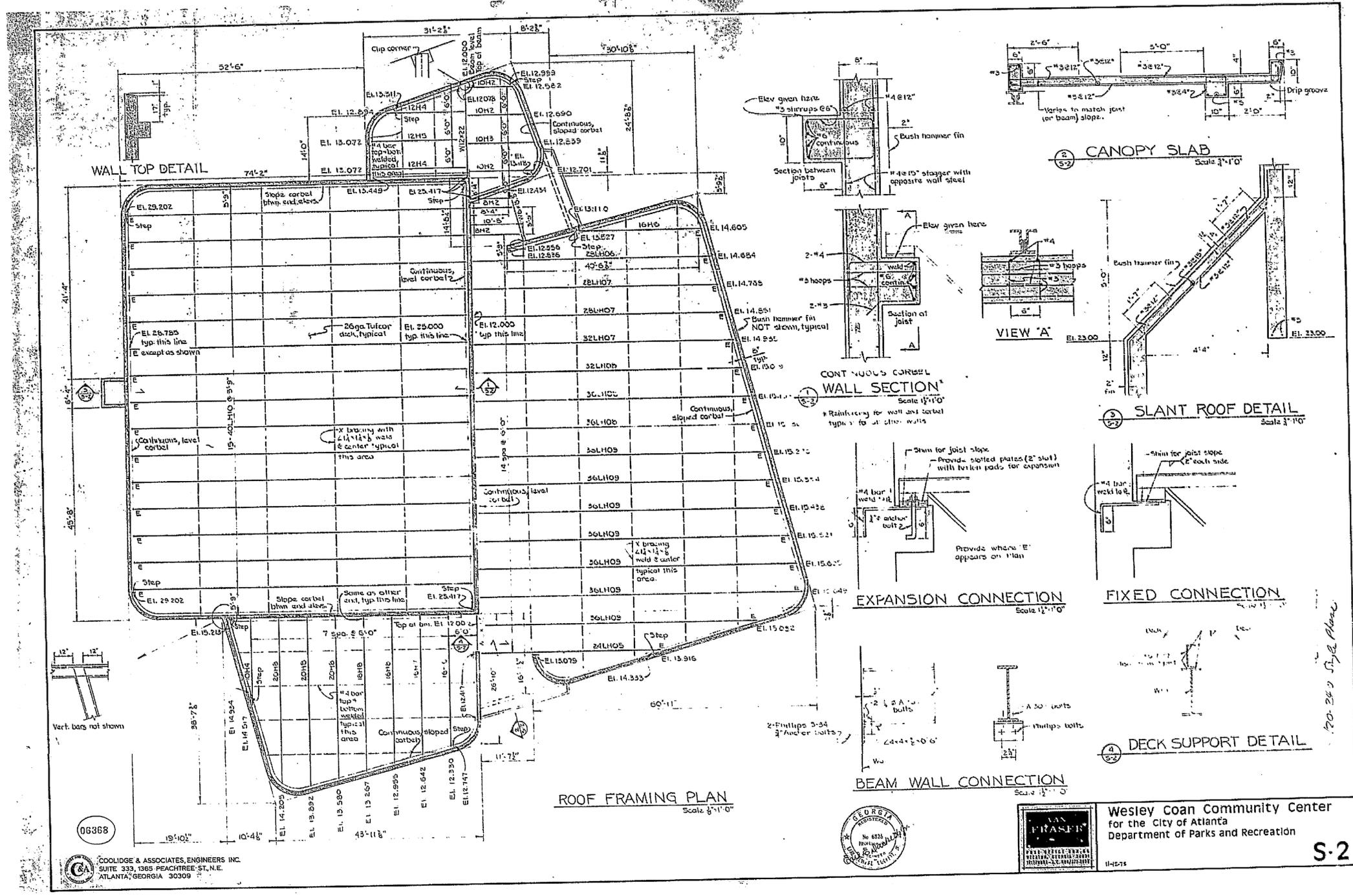
LEADER & DOWNSPOUT DETAIL
SCALE - 1/2" = 1'-0"



VAN FRASER ARCHITECT
POST OFFICE BOX 155
DECATUR, GEORGIA 30033
TELEPHONE - 404-251-5100

Wesley-Coan Community Center
for the City of Atlanta
Department of Parks and Recreation
11-12-73

A-6



COOLIDGE & ASSOCIATES, ENGINEERS INC.
SUITE 333, 1365 PEACHTREE ST., N.E.
ATLANTA, GEORGIA 30309



Wesley Coan Community Center
for the City of Atlanta
Department of Parks and Recreation



Fire Station 1

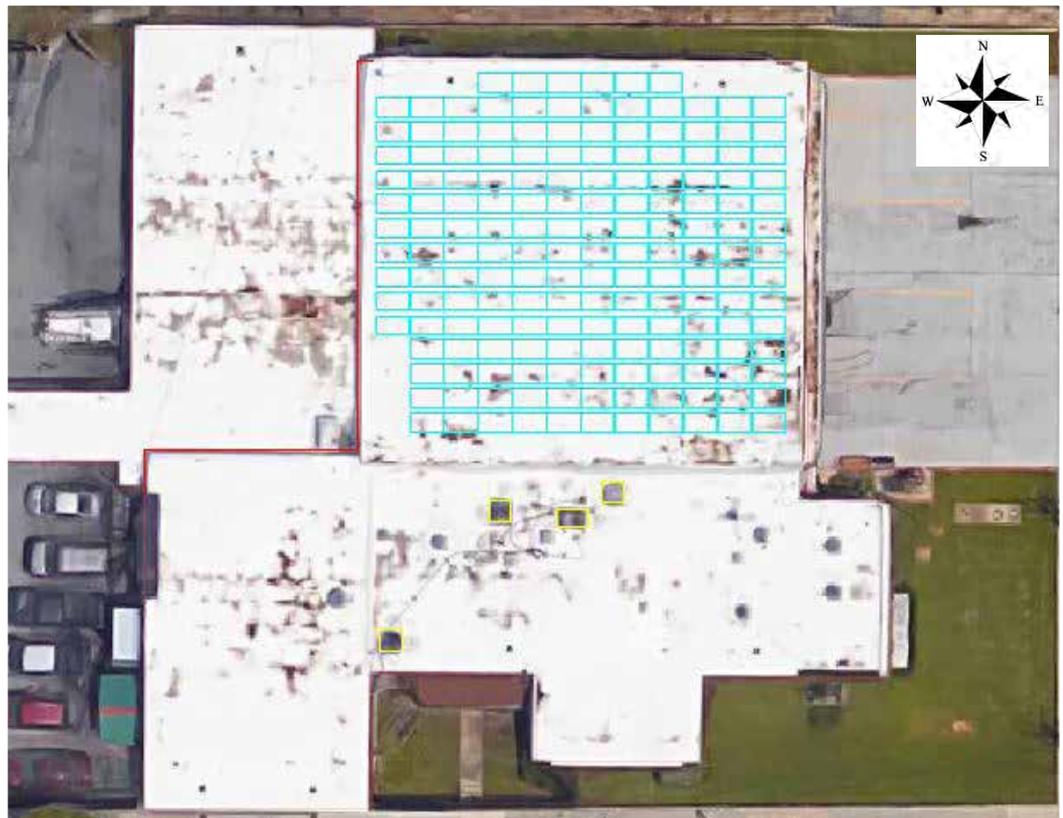
71 ELLIOTT ST, SW

TECHNICAL NOTES

51 KW

(170) 300 WATT SOLAR PANELS

- PANEL IS ANTIQUATED AND SHOULD BE REPLACED
- INVERTERS SHOULD BE MOUNTED AND ATTACHED TO ROOF. ATTACHMENTS DONE BY QUALIFIED ROOFER
- MAIN BREAKER PANEL FOR SOLAR SHOULD HAVE SHUNT TRIP BREAKER
- WHEN PANEL IS REPLACED, NEW PANEL SHOULD HAVE THE SAME AMPERAGE BUT LARGER 600A BUS BAR



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 1

GENERAL NOTES:
NOTES

JOB #: ELLIOTT ST.

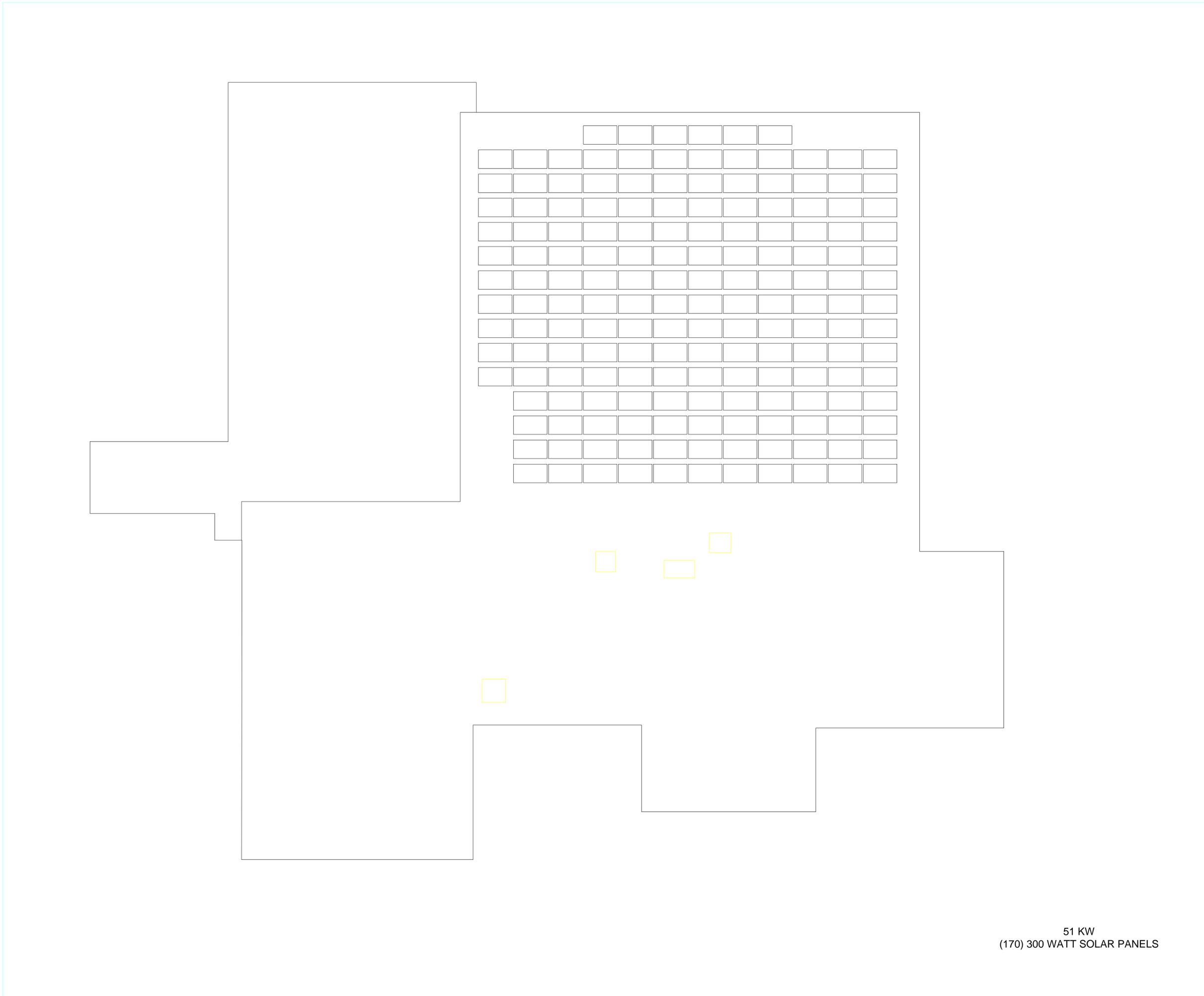
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-01**



51 KW
 (170) 300 WATT SOLAR PANELS

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 1

GENERAL NOTES:
 NOTES

JOB #: ELLIOTT ST.

DRAWN BY: AL

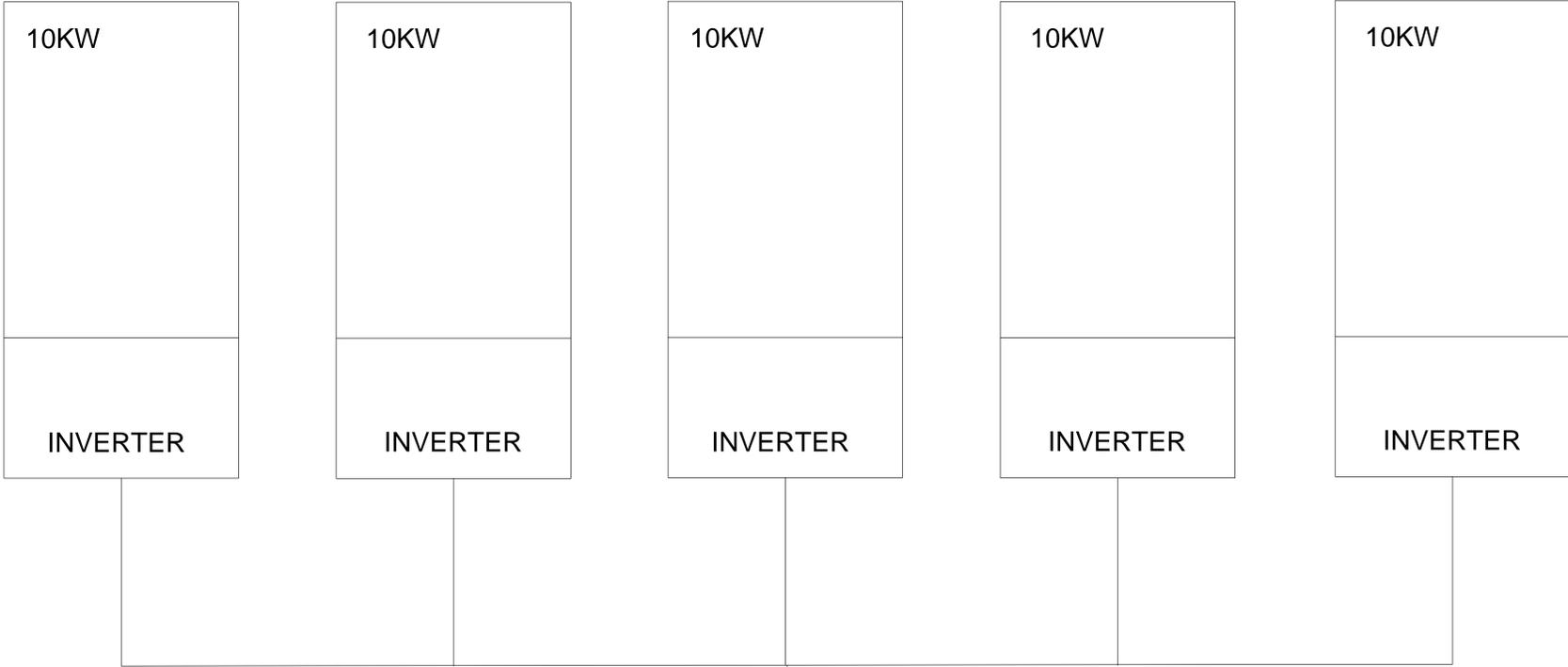
CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-02**

MAIN PANEL
400 AMP
208V
SINGLE PHASE



MAIN BREAKER
PANEL (shunt
trip)

EXTERIOR FOR
FIRE
DEPARTMENT

150 AMP

(5) 30 AMP BREAKERS

FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 1

GENERAL NOTES:
NOTES

JOB #: ELLIOTT ST.

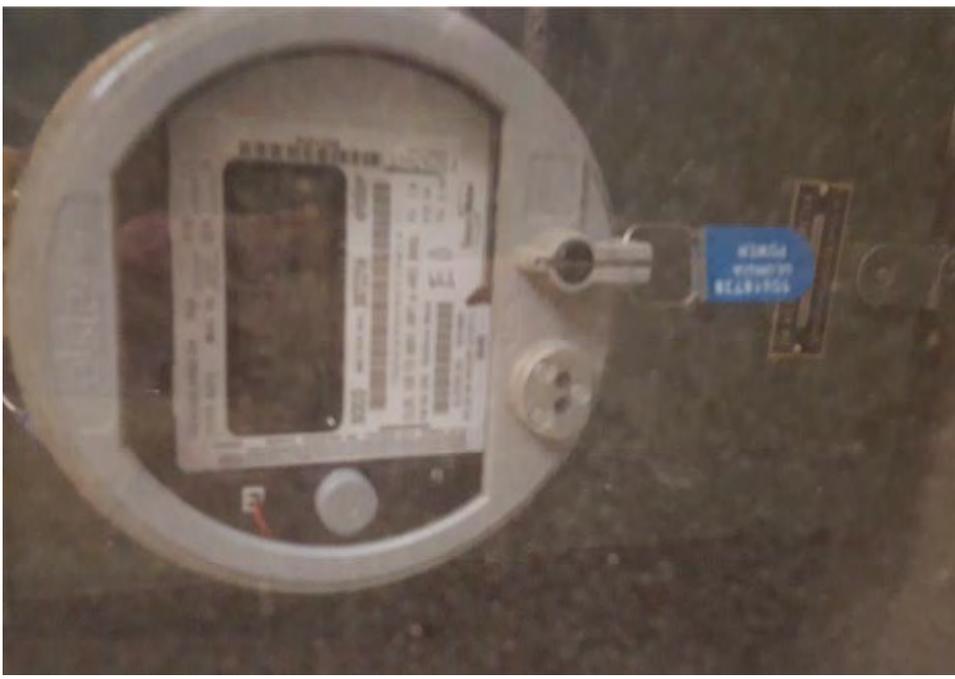
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CHECKED BY: DB

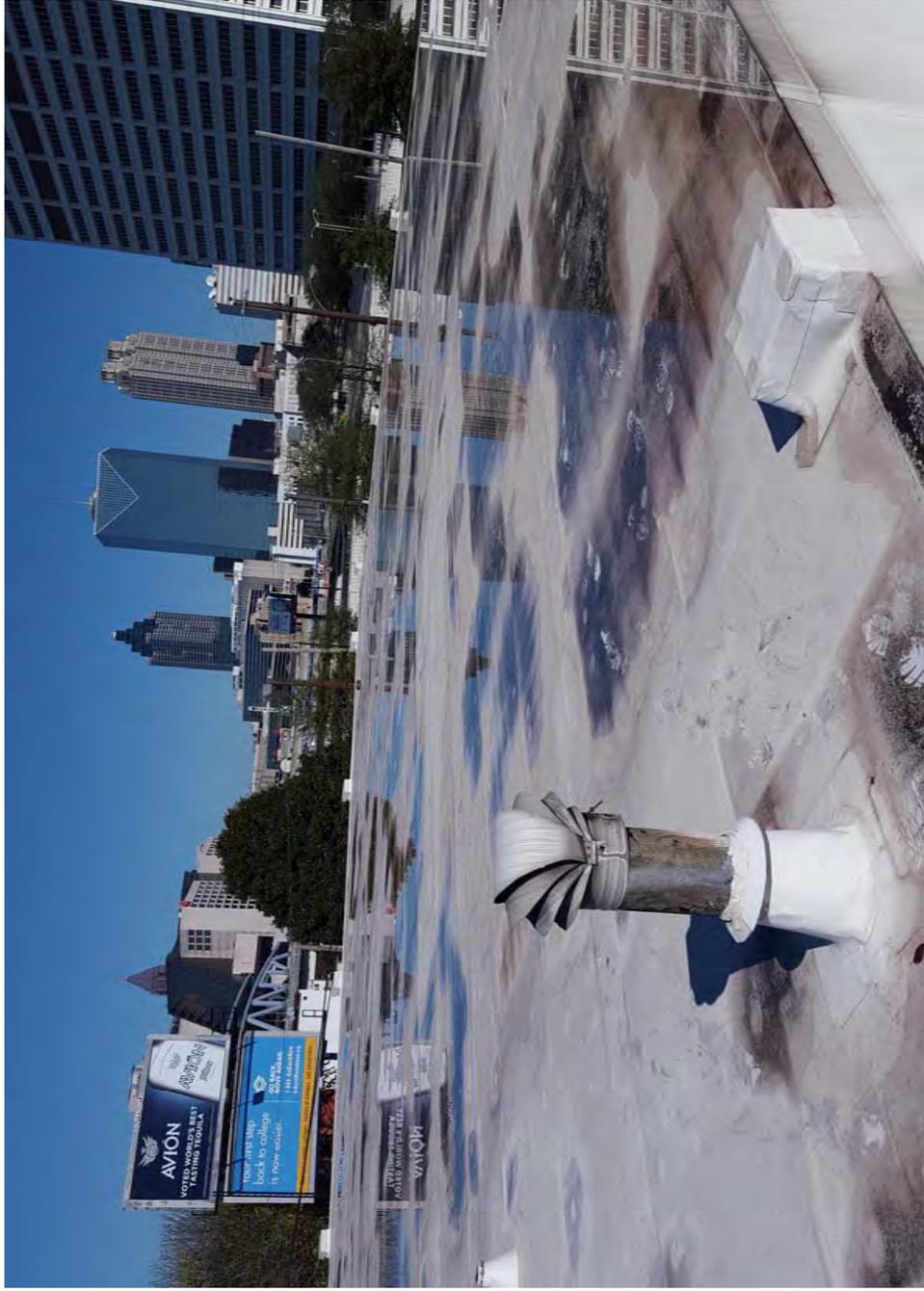
ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: PV-03



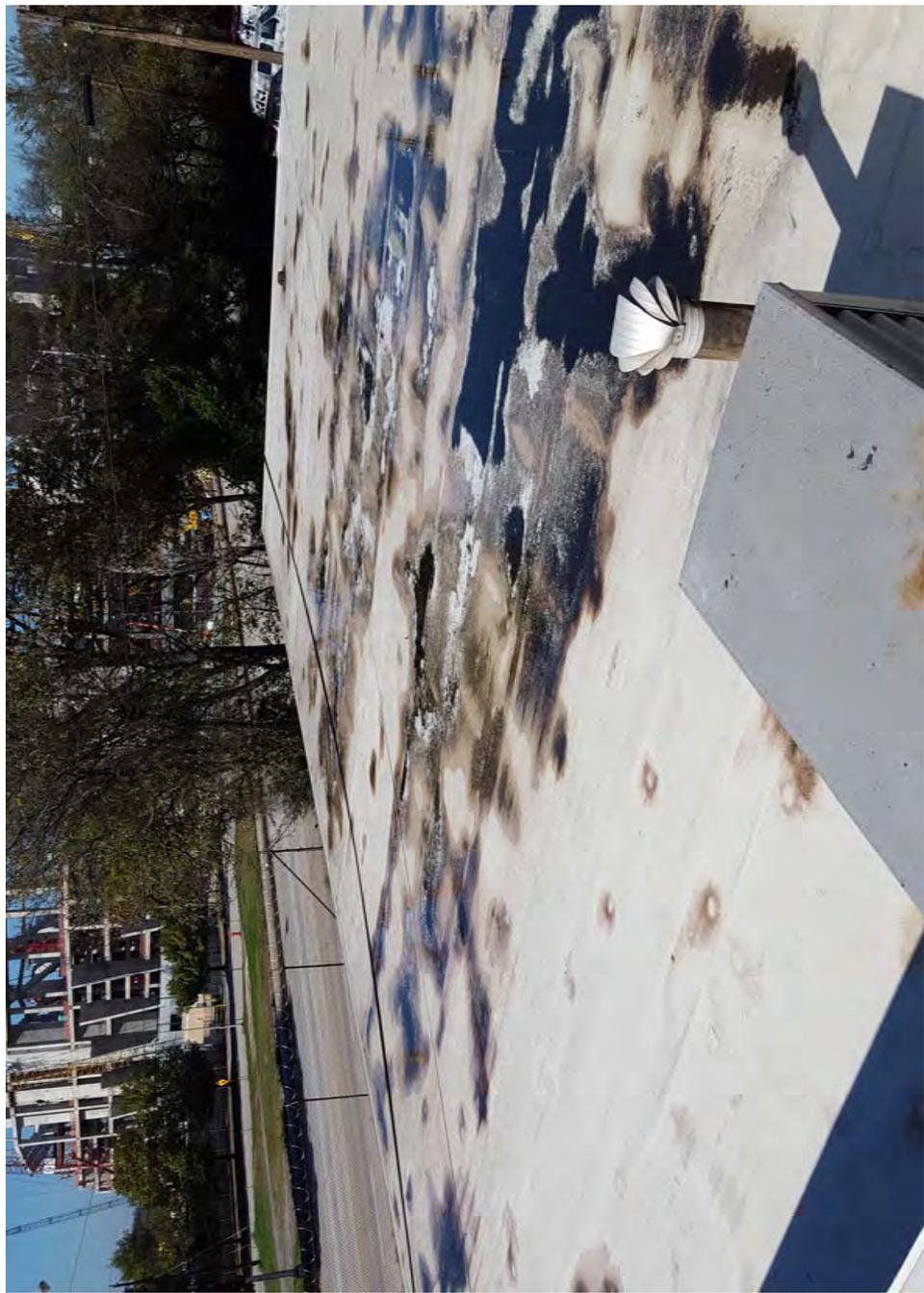




FIRE STATION #1

71 ELLIOTT ST, SW

ROOF SURVEY



FIRE STATION #1

71 ELLIOTT ST, SW

ROOF SURVEY

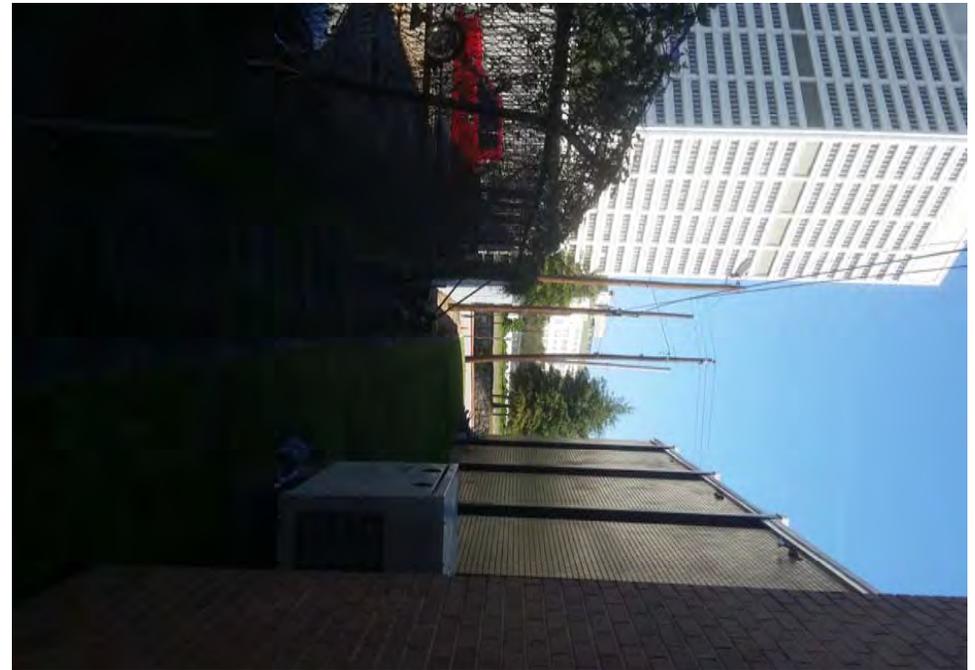


FIRE STATION #1



1288 DEKALB AVE, NE

EXISTING CEILING



FIRE STATION #1

1288 DEKALB AVE, NE

NORTH FACADE



FIRE STATION #1

1288 DEKALB AVE, NE

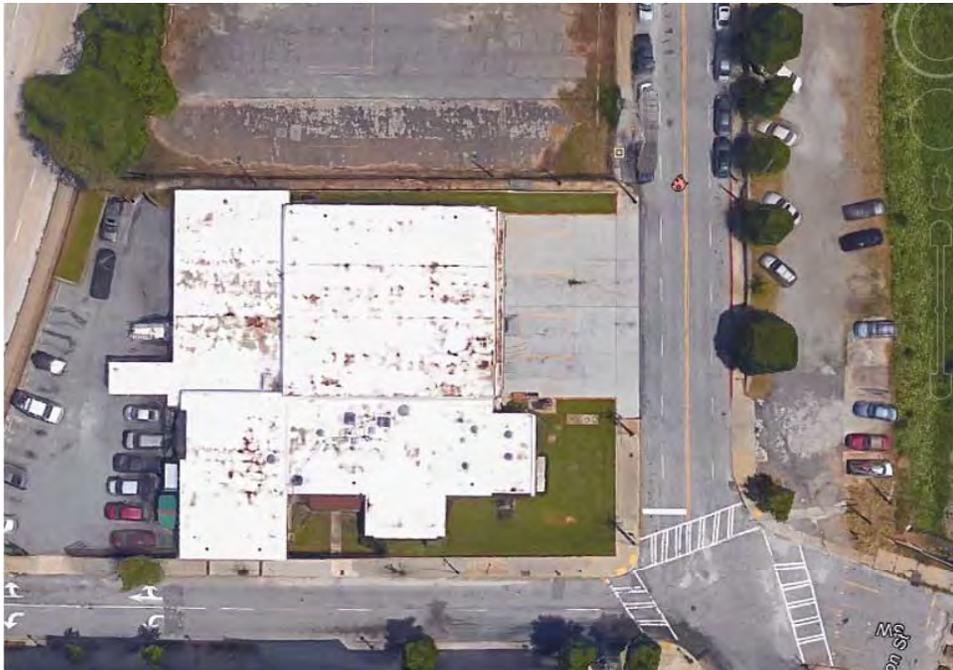
EAST FACADE



FIRE STATION #1

1288 DEKALB AVE, NE

SOUTH FACADE



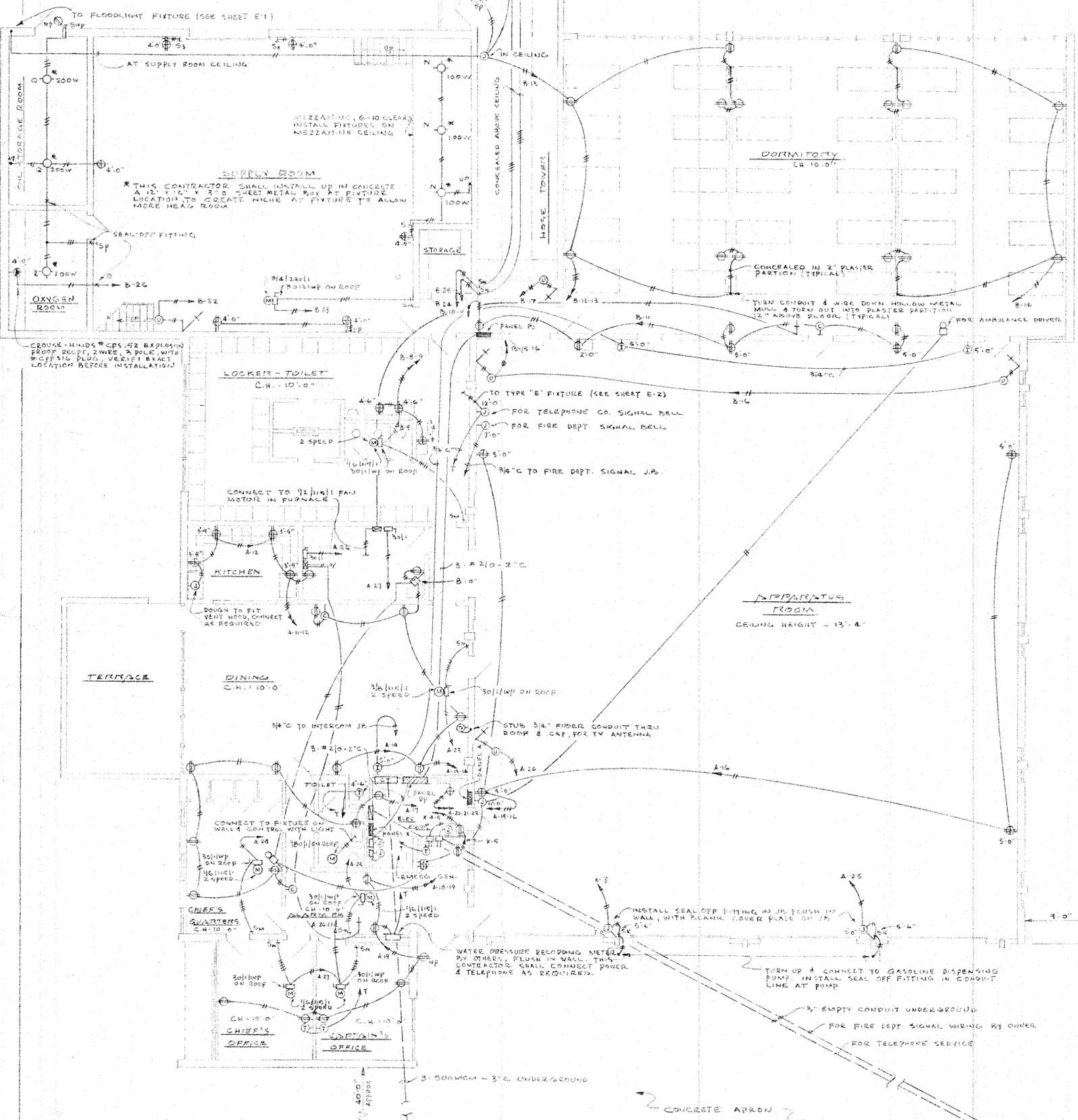
FIRE STATION #1

1288 DEKALB AVE, NE

WEST FACADE



NOTE: WHERE VENTILATING FAN MOTORS REQUIRE FIRESTATS, THIS CONTRACTOR SHALL CONNECT ACCORDINGLY.

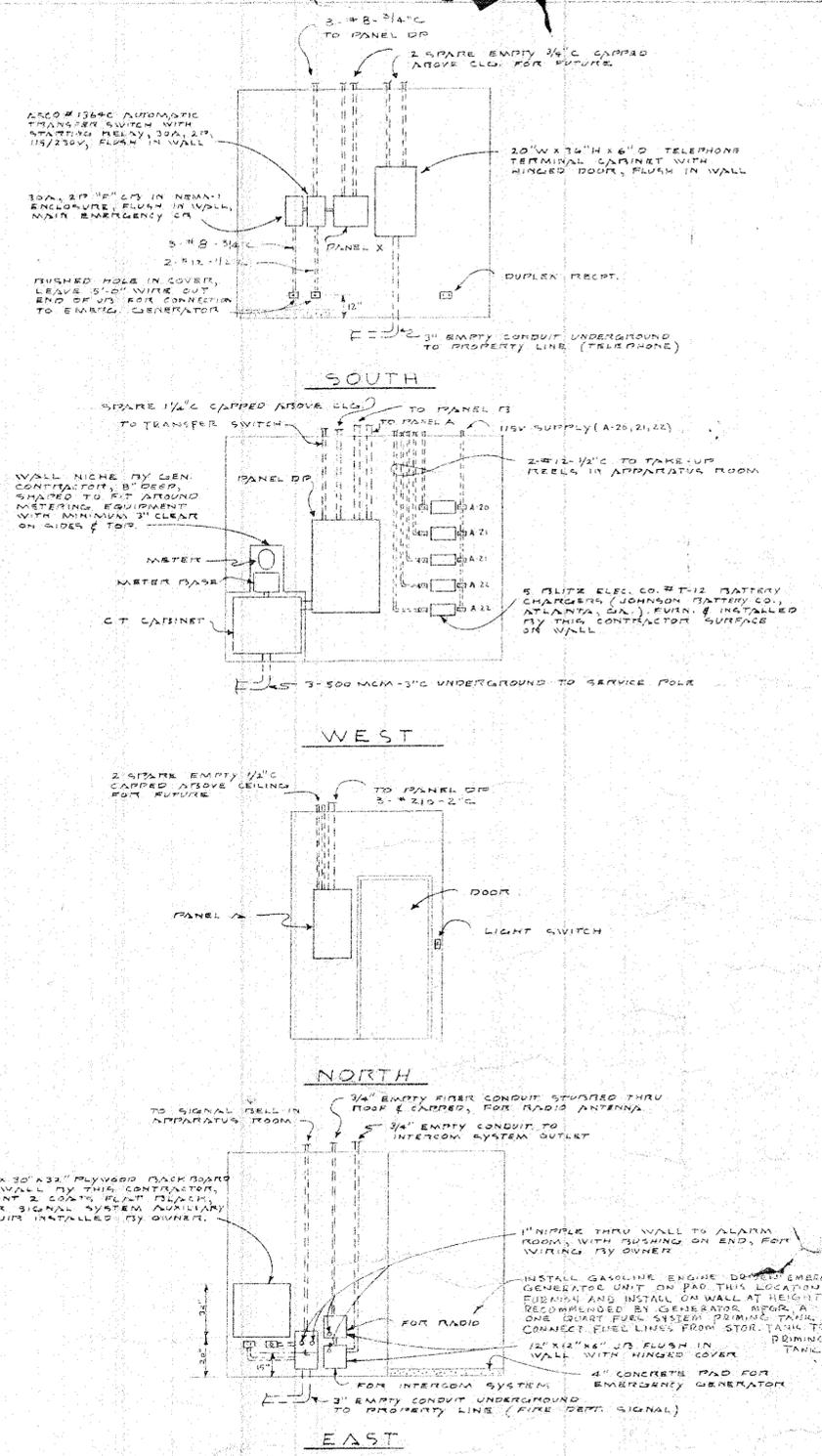


FLOOR PLAN SCALE: 1/8" = 1'-0"

TURN MAIN SERVICE CONDUIT UP POLE 25'-0" & TERMINATE WITH 5 HOLE WEATHERHEAD. LEAVE SUFFICIENT SPARE WIRE OUT END FOR CONNECTION BY GEORGIA POWER CO. FOR 115/230V, 1Ø, 3Ø SERVICE.

APPROXIMATE LOCATION OF GEORGIA POWER CO. TRANSFORMER SERVICE POLE AT ELLIOTT ST CURB (SEE ARCH. PLOT PLAN).

TERMINATE CONDUIT AT PROPERTY LINE IN APPROXIMATE NORTHEAST CORNER AS INDICATED. EXACT LOCATION TO BE FURNISHED BY TELEPHONE COMPANY.



WALL ELEVATIONS - ELECTRICAL EQUIPMENT RM. SCALE 1/4" = 1'-0"

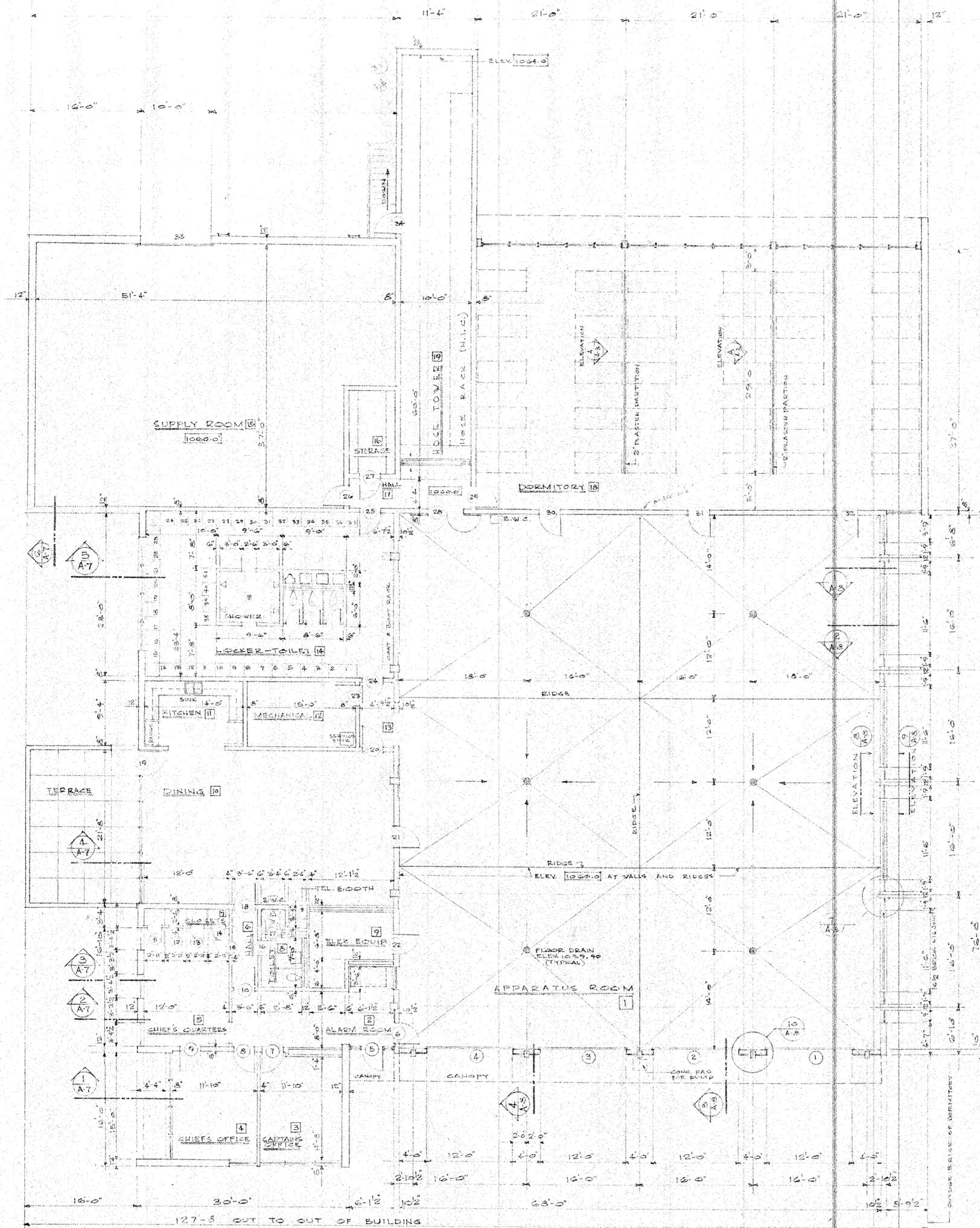
PANEL SCHEDULE

- PANEL A (NLAB-3, 200A MAINS, FLUSH MOUNTED)
34-20A-1Ø CB'S, 27 IN USE
- PANEL B (NLAB-3, 200A MAINS, FLUSH MOUNTED)
26-20A-1Ø CB'S, 22 IN USE
4-20A-2Ø CB'S IN USE
- PANEL X (NLAB-3, 50A MAINS, FLUSH MOUNTED)
10-20A-1Ø CB'S, 8 IN USE
- PANEL DP (CDP-3, FLUSH MOUNTED)
1-400A-2Ø "KL" MAIN SERVICE CB'S
2-150A-2Ø "J" CB'S FOR PANELS A & B
1-30A-2Ø "E" CB'S FOR EMERGENCY
2-2Ø "E" CB'S SPACE ONLY

NOTE: ALL BRANCH CIRCUIT WIRING, PANEL FEEDERS, TELEPHONE CONDUITS, INTERCOM SYSTEM CONDUITS & SIGNAL SYSTEM CONDUITS AND ALL OTHER WIRING INSIDE OF BUILDING EXCEPT SERVICE CUT-IN FOR POWER, TELEPHONE & SIGNAL, SHALL BE INSTALLED OVERHEAD IN THE CEILING (CONCEALED) OR EXPOSED AS INDICATED.



ELECTRICAL PLAN - POWER & SIGNAL			
FIRE STATION NUMBER ONE			
CITY OF ATLANTA, GEORGIA			
DRAWN	WPD	6034 E-2	KENNETH JOHNSON ARCHITECT ENGINEER
CHECKED	PN		
DATE	AUG. 30, 1960		



FLOOR PLAN SCALE: 1/8" = 1'-0"



ELEVATION (A) SCALE: 1/8" = 1'-0"



Fire Station 12

1288 DEKALB AVE, NE

TECHNICAL NOTES

25 KW

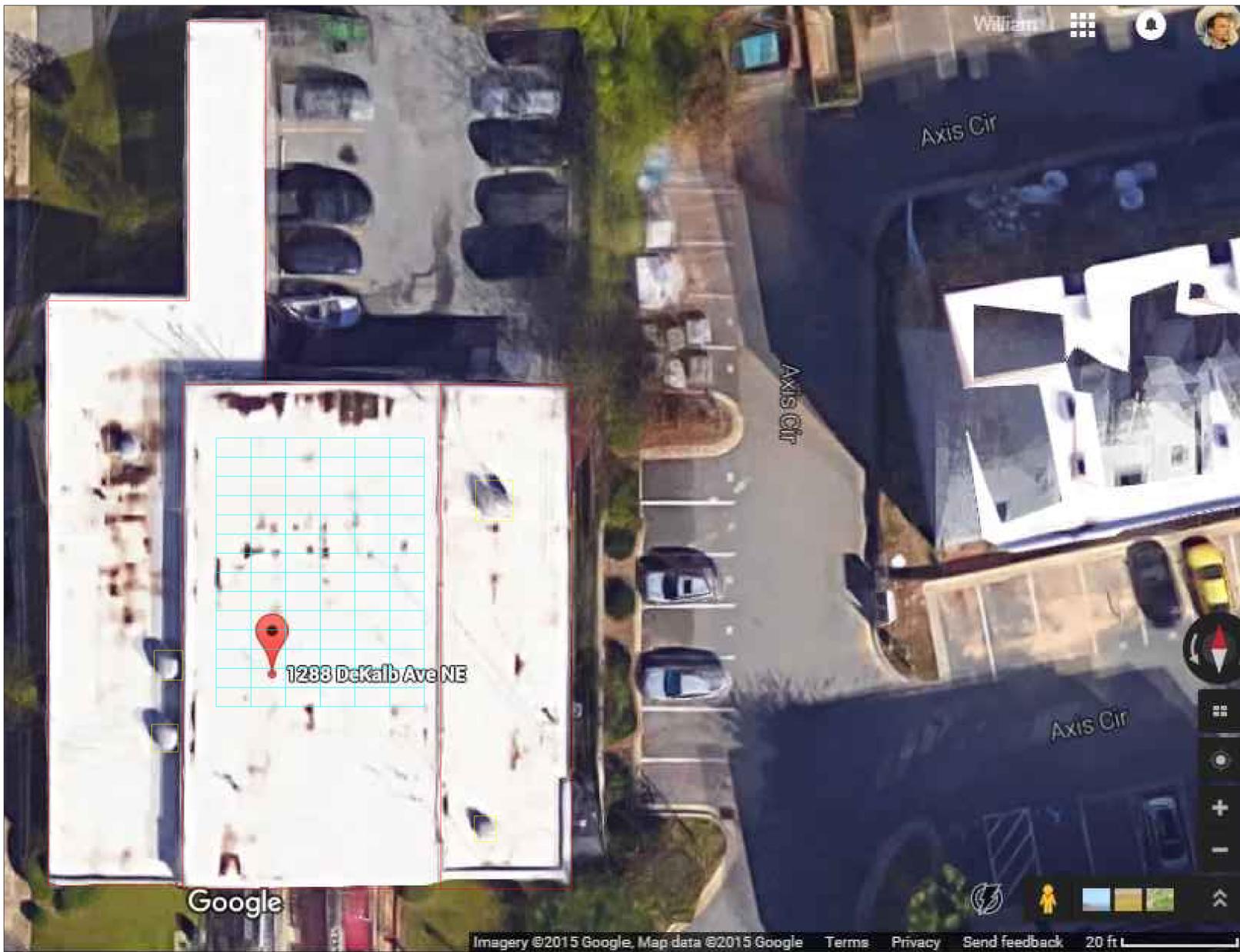
(84) 300 WATT SOLAR PANELS
(2) 10KW AND (1) 5KW INVERTERS
240V SINGLE PHASE

- INVERTERS TO BE PLACED ON THE EXTERIOR OF THE BUILDING NEAR SERVICE
- SUB-PANEL FOR SOLAR TO BE PLACED ON EXTERIOR OF BUILDING NEAR SERVICE
- SHUNT TRIP BREAKER ON MAIN BREAKER FOR SUB-PANEL
- 175 AMP PANEL WITH 225 AMP BUS BAR TO BE CHECKED BY ENGINEER AND INSTALLER FOR LOAD



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION 12

GENERAL NOTES:
NOTES

JOB #: DELANO AVE.

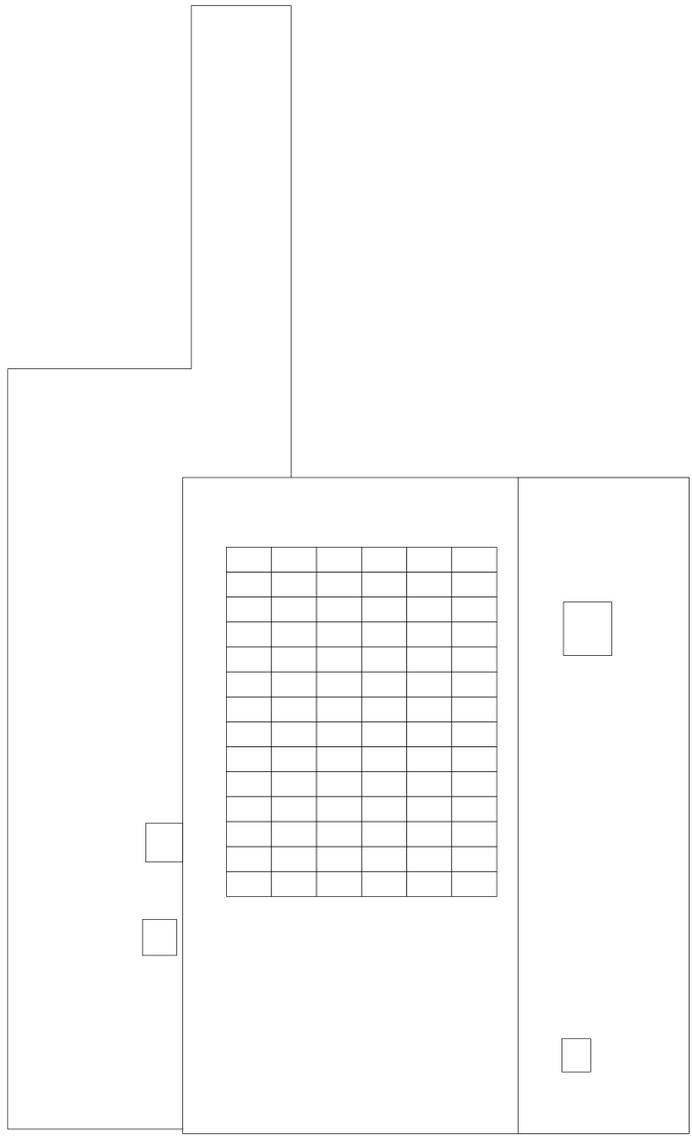
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: **PV-01**



25 KW
(84) 300 WATT SOLAR PANELS
(2) 10KW AND (1) 5KW INVERTERS
240V SINGLE PHASE

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION 12

GENERAL NOTES:
NOTES

JOB #: DELANO AVE.

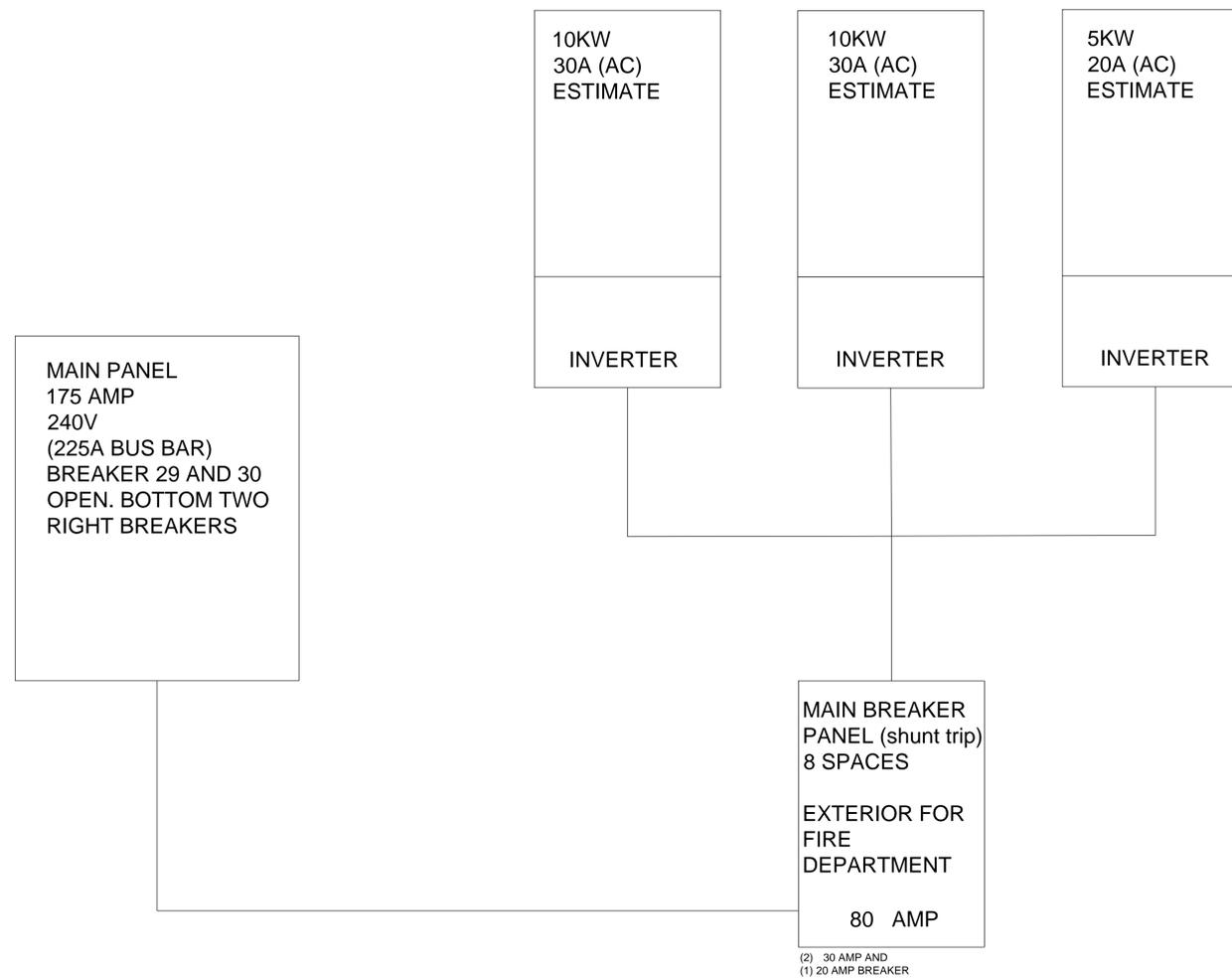
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: PV-02



(2) 30 AMP AND
(1) 20 AMP BREAKER

FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION 12

GENERAL NOTES:
NOTES

JOB #: DELANO AVE.

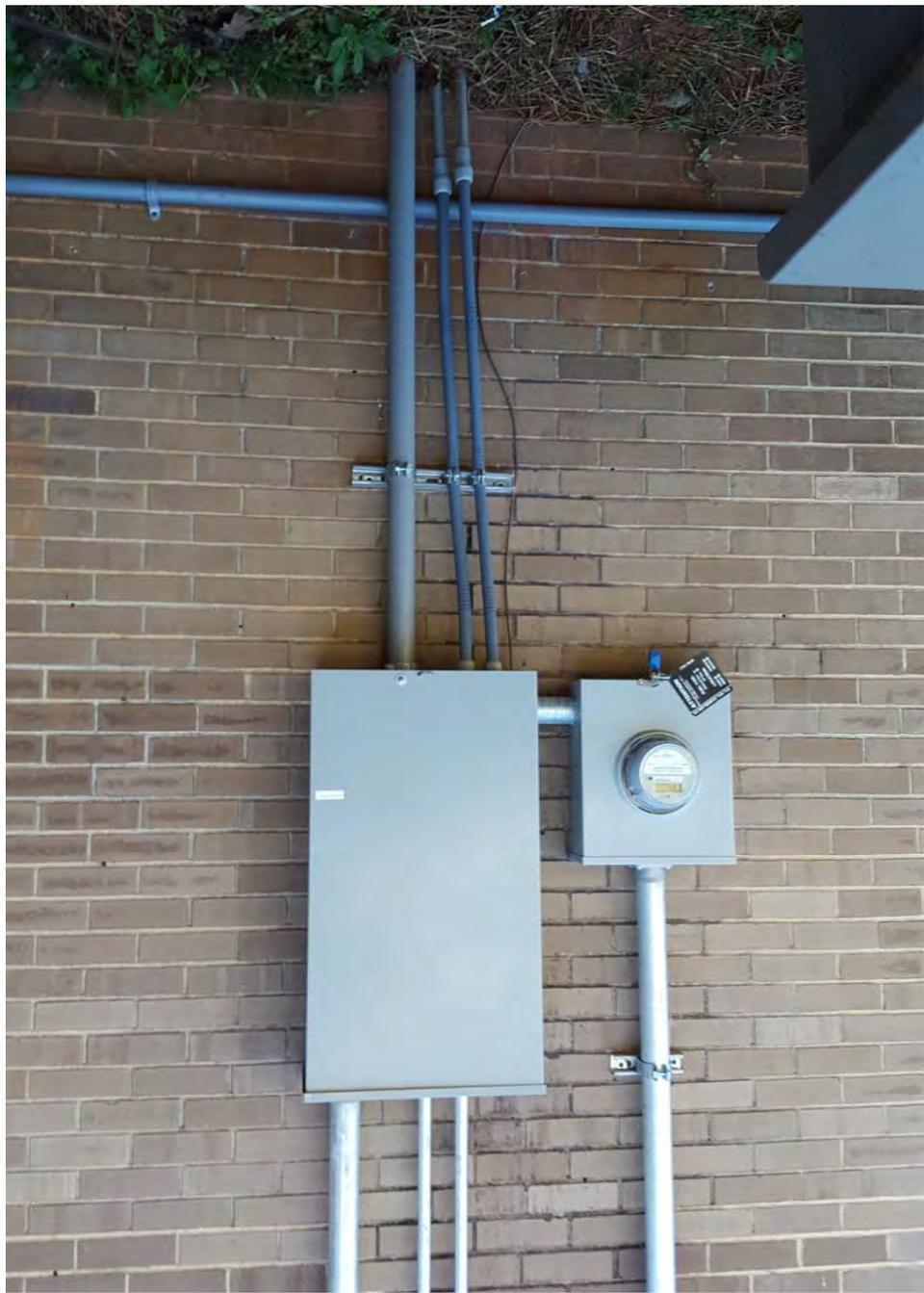
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: PV-03





FIRE STATION #12

1288 DEKALB AVE, NE

NORTH FACADE



FIRESTATION #12

1288 DEKALB AVE, NE

EAST FACADE



FIRE STATION #12

1288 DEKALB AVE, NE

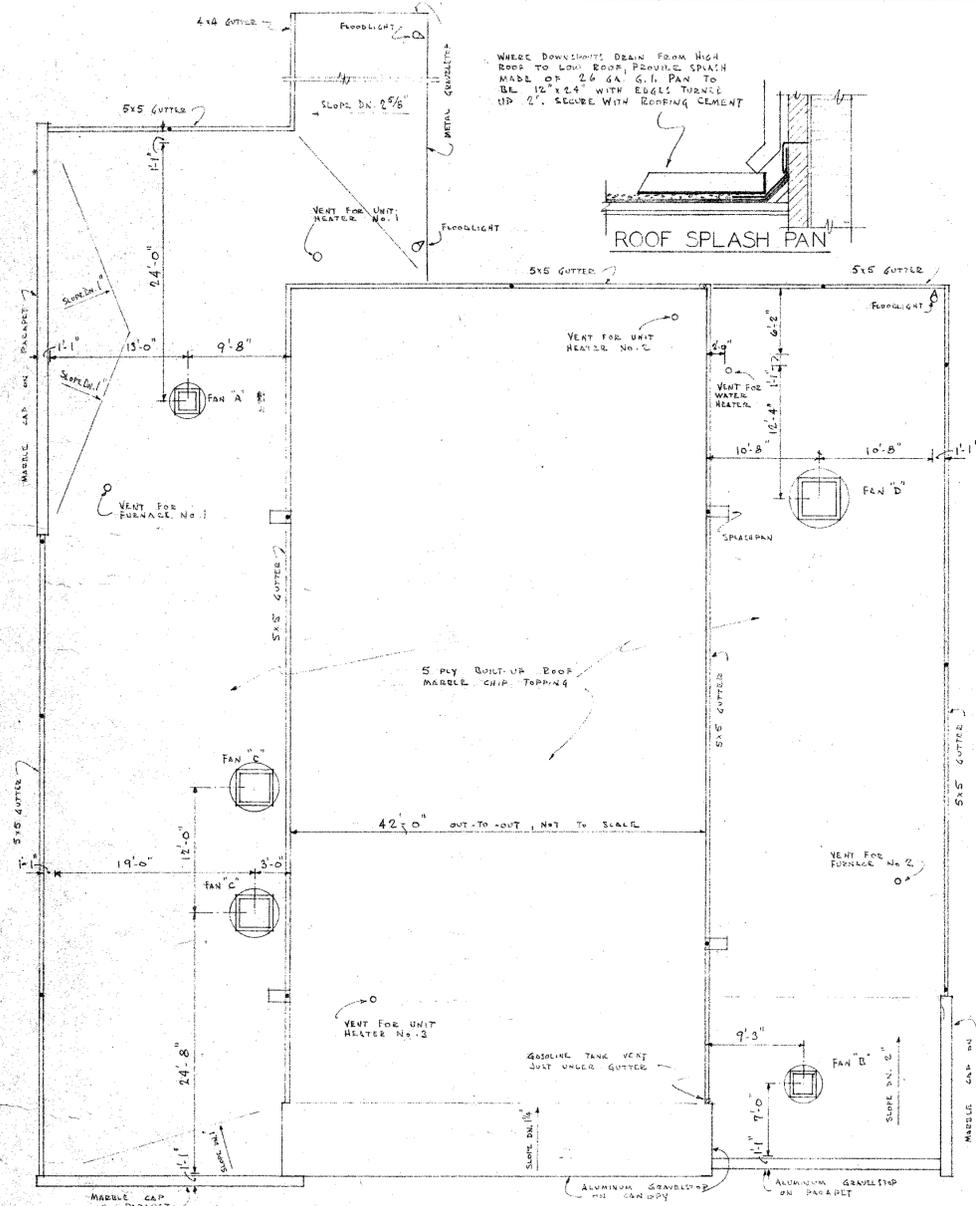
SOUTH FACADE



FIRE STATION #12

1288 DEKALB AVE, NE

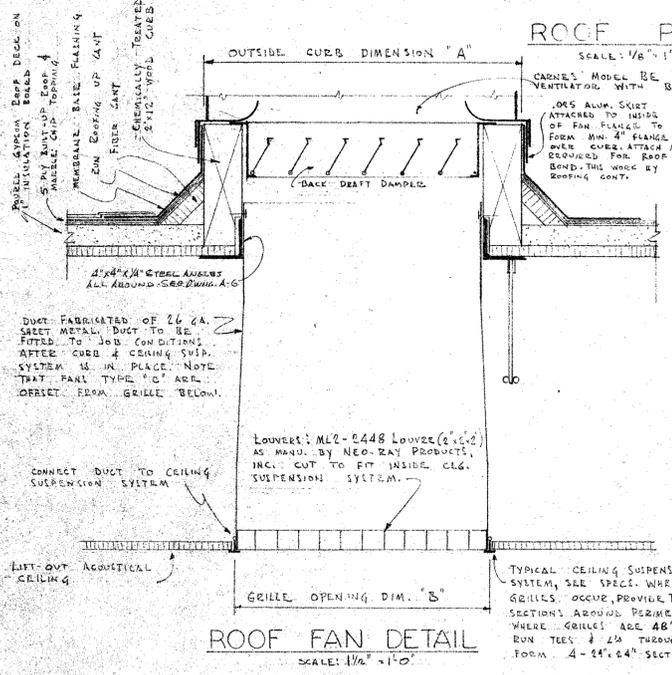
WEST FACADE



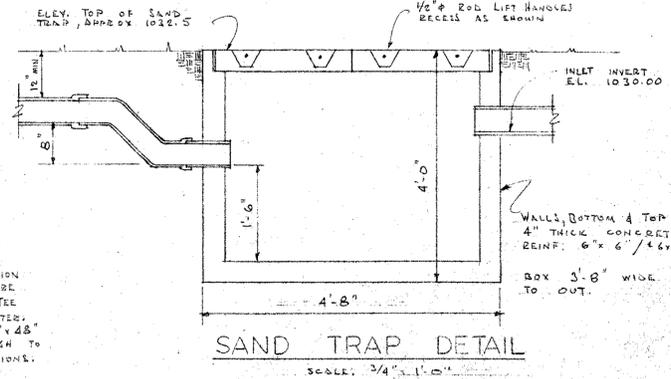
ROOF SPLASH PAN

ROOF PLAN

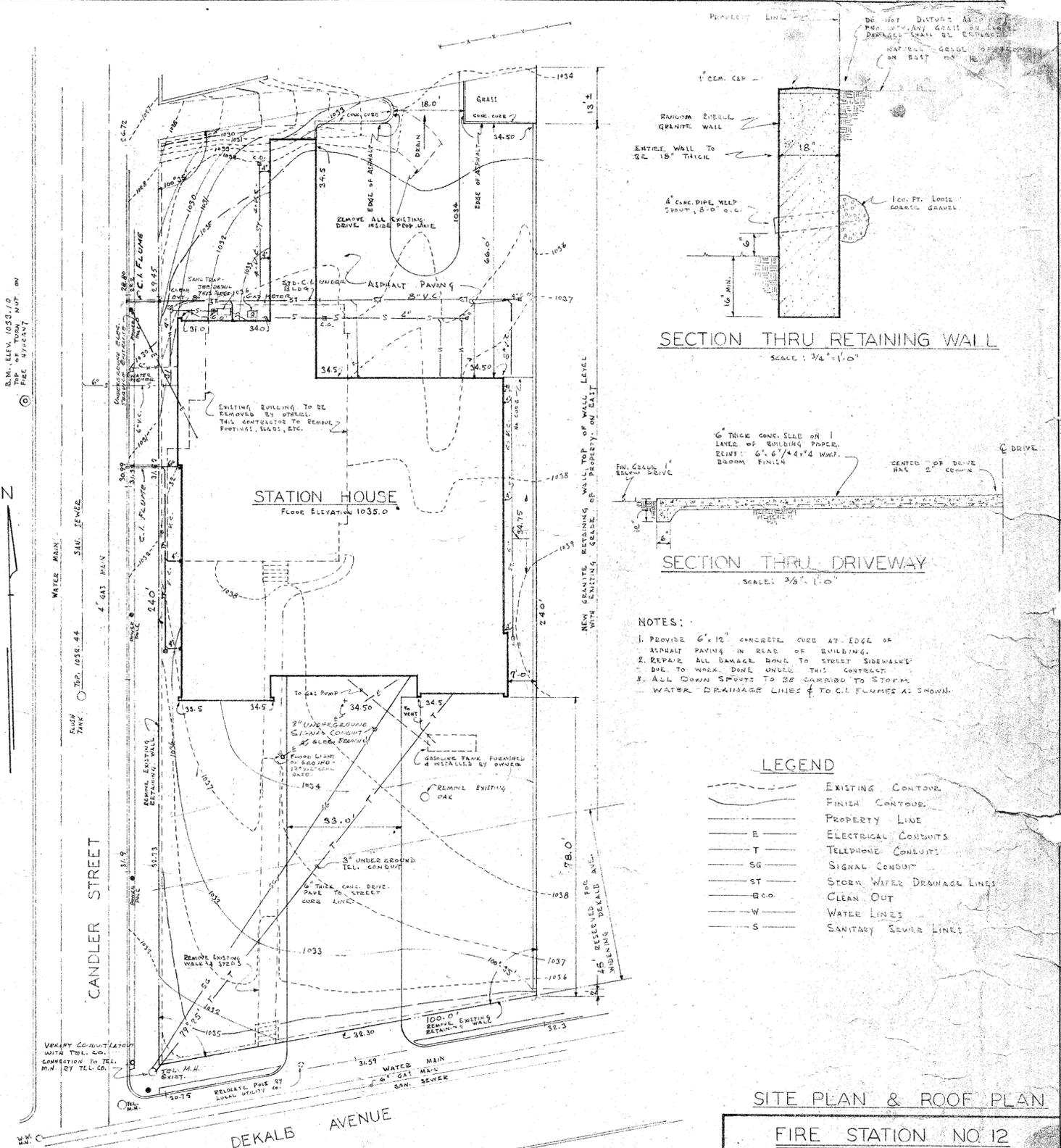
ROOF FAN SCHEDULE				
FAN TYPE	QUAN.	CATALOG NUMBER OF FAN	DIM. "A"	DIM. "B"
A	1	BE-16A-1	27 1/2" x	24" x
B	1	BE-24A-4	30" x	24" x
C	2	BE-36A-3	42" x	48" x
D	1	BE-42A-1	48" x	48" x



ROOF FAN DETAIL

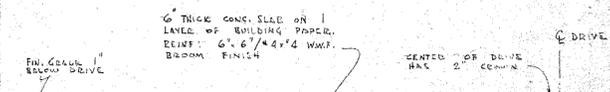


SAND TRAP DETAIL

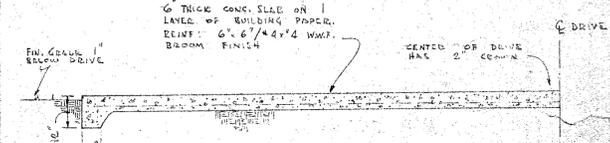


SITE PLAN

SECTION THRU RETAINING WALL



SECTION THRU DRIVEWAY



- NOTES:
1. PROVIDE 6" x 12" CONCRETE CURB AT EDGE OF ASPHALT PAVING IN REAR OF BUILDING.
 2. REPAIR ALL DAMAGE DONE TO STREET SIDEWALKS DUE TO WORK. DONE UNDER THIS CONTRACT.
 3. ALL DOWN SPOUTS TO BE CARRIED TO STOPPING WATER DRAINAGE LINES & TO C.I. FLUMES AS SHOWN.

- LEGEND
- - - - - EXISTING CONTOUR
 - — — — FINISH CONTOUR
 - — — — PROPERTY LINE
 - — — — ELECTRICAL CONDUITS
 - — — — TELEPHONE CONDUITS
 - — — — SIGNAL CONDUIT
 - — — — STORM WATER DRAINAGE LINES
 - — — — CLEAN OUT
 - — — — WATER LINES
 - — — — SANITARY SEWER LINES

SITE PLAN & ROOF PLAN

FIRE STATION NO 12
1288 DEKALB AVENUE, N.E.
FOR THE
CITY OF ATLANTA, GEORGIA
C. C. STYRON, CHIEF

THOMPSON & HANCOCK

ROMULUS H. THOMPSON - ARCHITECT
MEMBER AMERICAN INSTITUTE OF ARCHITECTS
HERMAN D. HANCOCK, JR.
3166 MAPLE DRIVE N.E., ATLANTA 10, GEORGIA

DATE: JULY 28 1958
REVISIONS: 7
SHEET: A-6
5803



Fire Station 18

2007 OAKVIEW RD, SE

TECHNICAL NOTES

25.5 KW

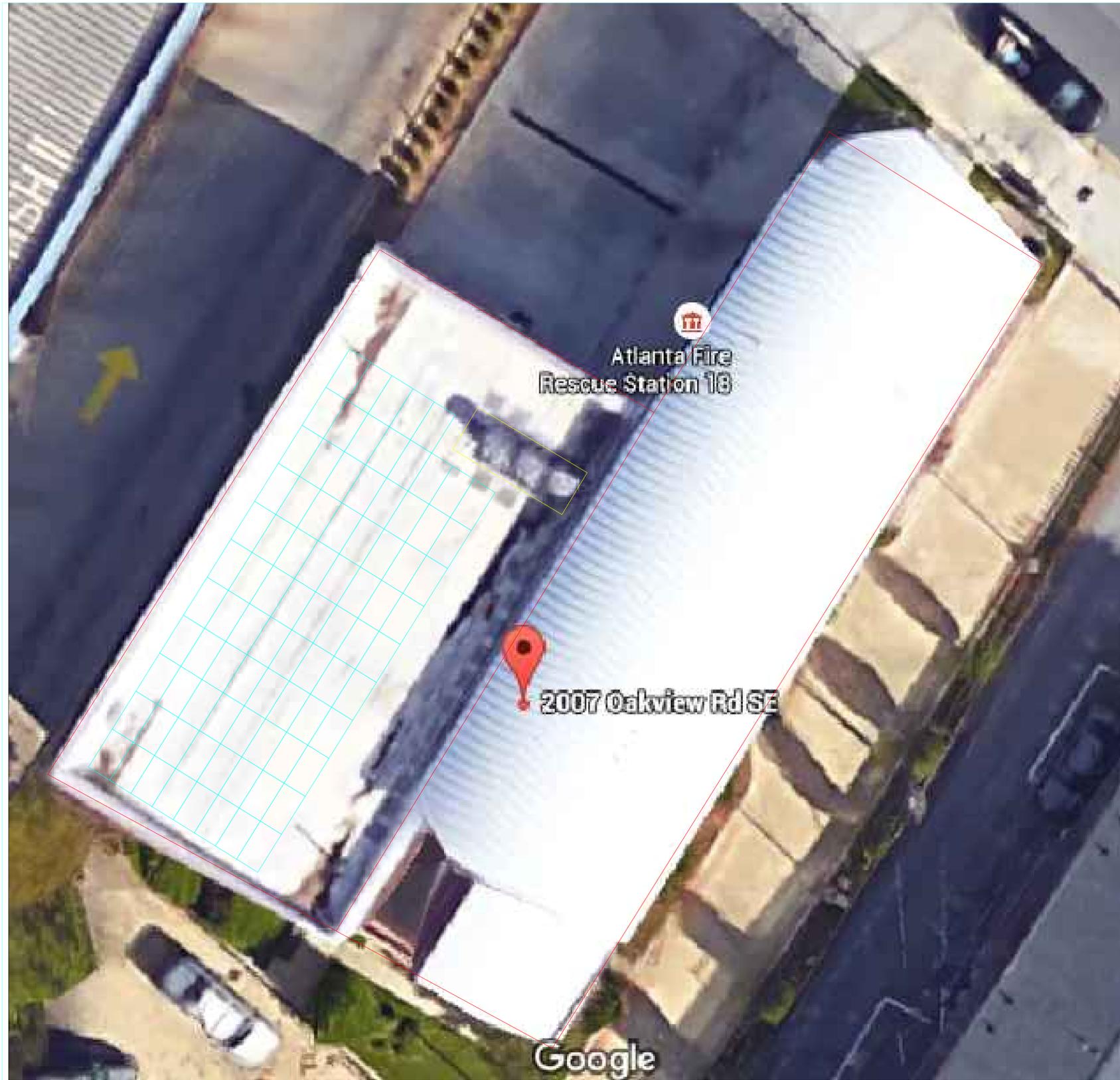
(85) 300 WATT SOLAR PANELS
5 STRINGS (DEPENDENT ON
PANEL VOLTAGE)

- INVERTER TO BE MOUNTED ON WALL WITH SOLAR DISCONNECT NEAR METER BASE
- ELECTRICAL TIE INTO SPARE SPACES ON PANEL LA3
- PANEL IS 400 AMP
- BUS BAR SHOULD BE ADEQUATE, TO BE VERIFIED BY ENGINEER



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 18

GENERAL NOTES:
NOTES

JOB #: OAKVIEW

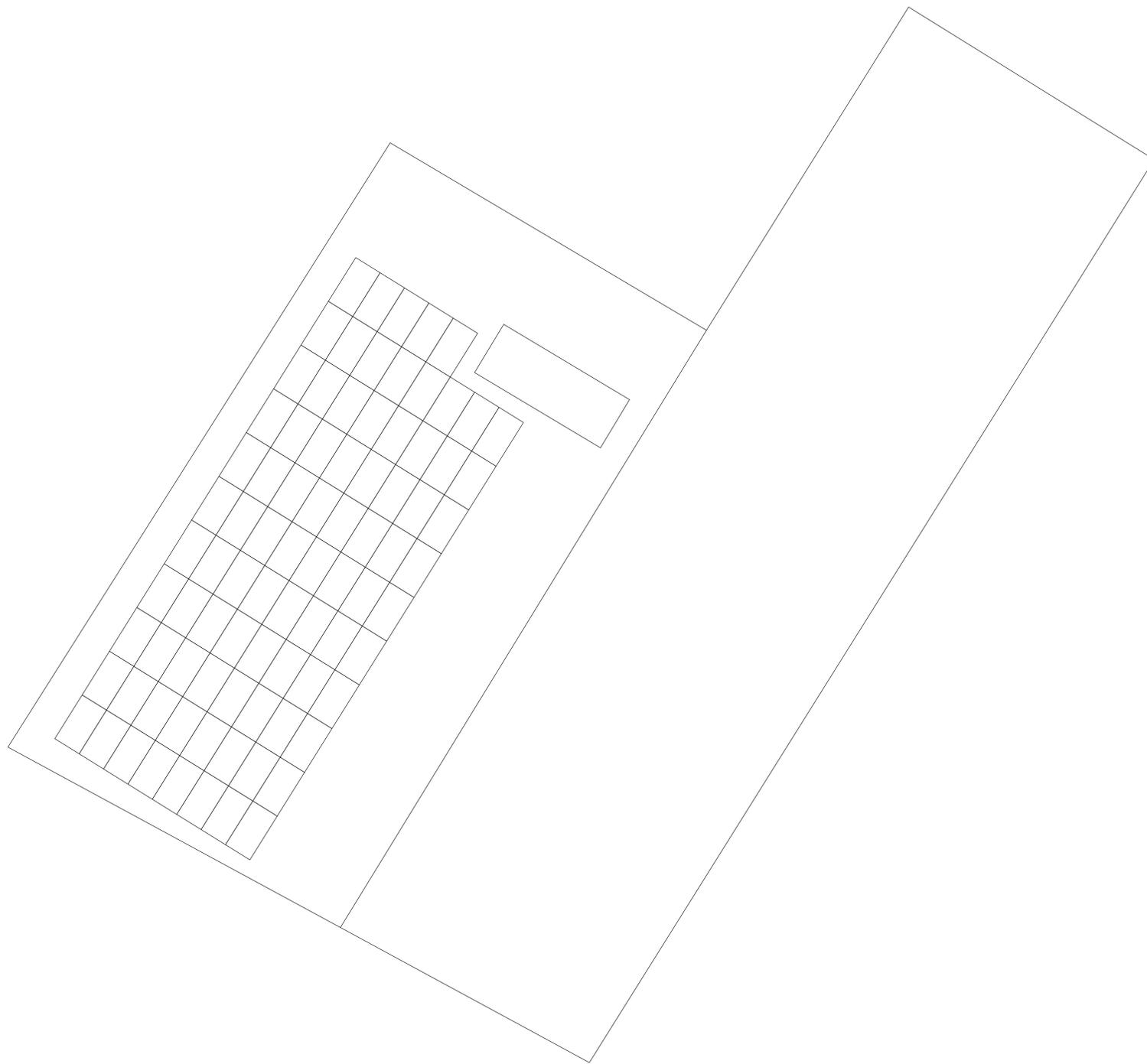
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: **PV-01**



25.5 KW
(85) 300 WATT SOLAR PANELS
5 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 18

GENERAL NOTES:
NOTES

JOB #: OAKVIEW

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: **PV-02**

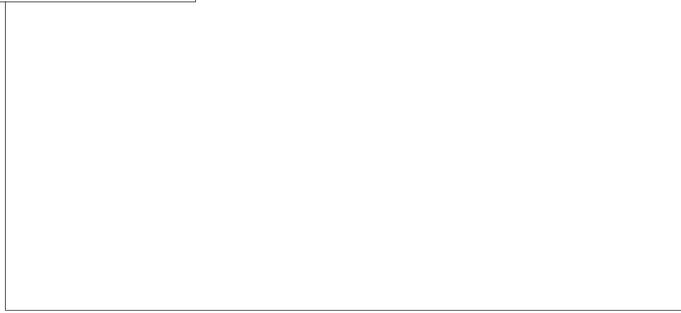
MAIN PANEL
400 AMP
208V
3 PHASE
TIE INTO SPARE
SPACES IN LA3 ON
BOTTOM LEFT

25KW

INVERTER

DISCONNECT
EXTERIOR
FOR FIRE
DEPARTMENT

60 AMP
3 PHASE



FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 18

GENERAL NOTES:
NOTES

JOB #: OAKVIEW

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

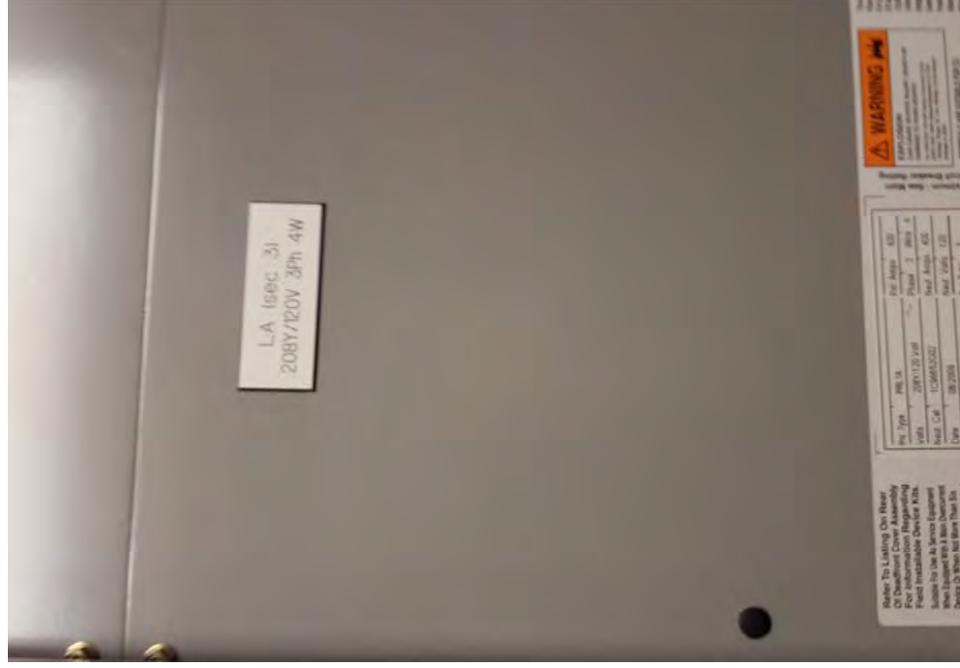
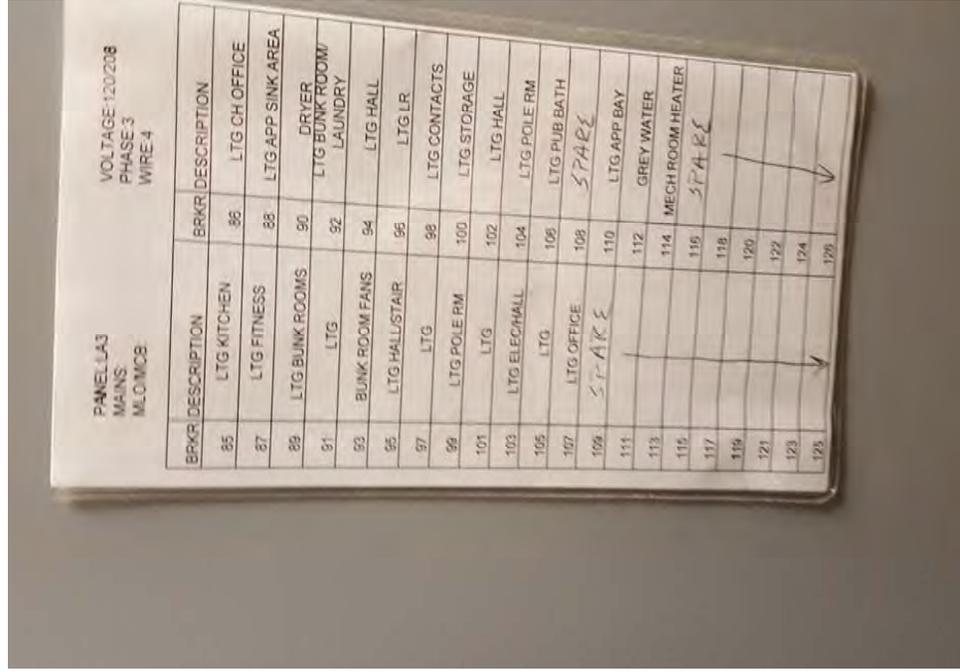
SHEET: **PV-03**



FIRE STATION #18

2007 OAKVIEW RD, SE

ELECTRICAL





FIRE STATION #18

2007 OAKVIEW RD, SE

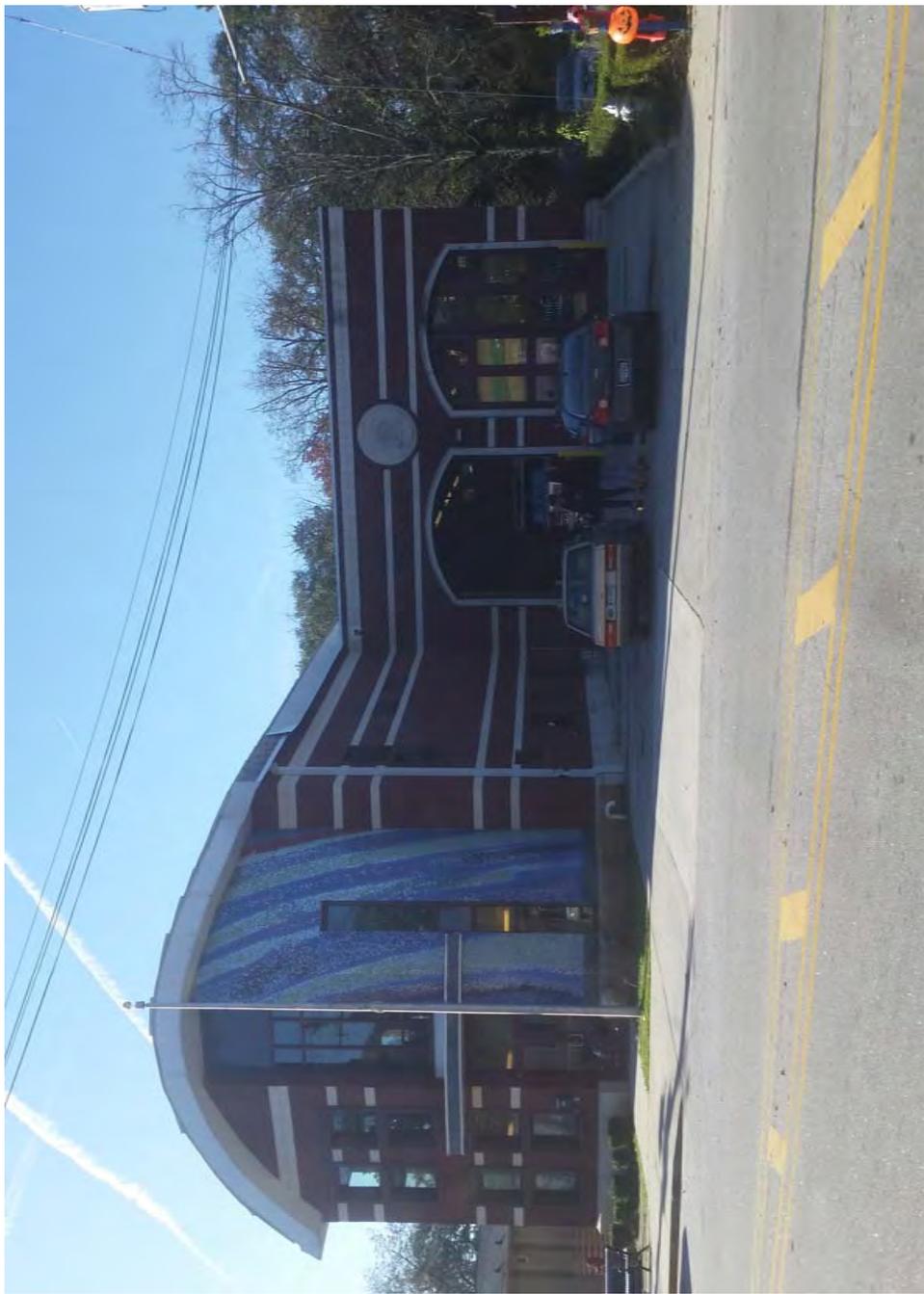
ROOF SURVEY



FIRE STATION #18

2007 OAKVIEW RD, SE

EXISTING CEILING



FIRE STATION #18

2007 OAKVIEW RD, SE

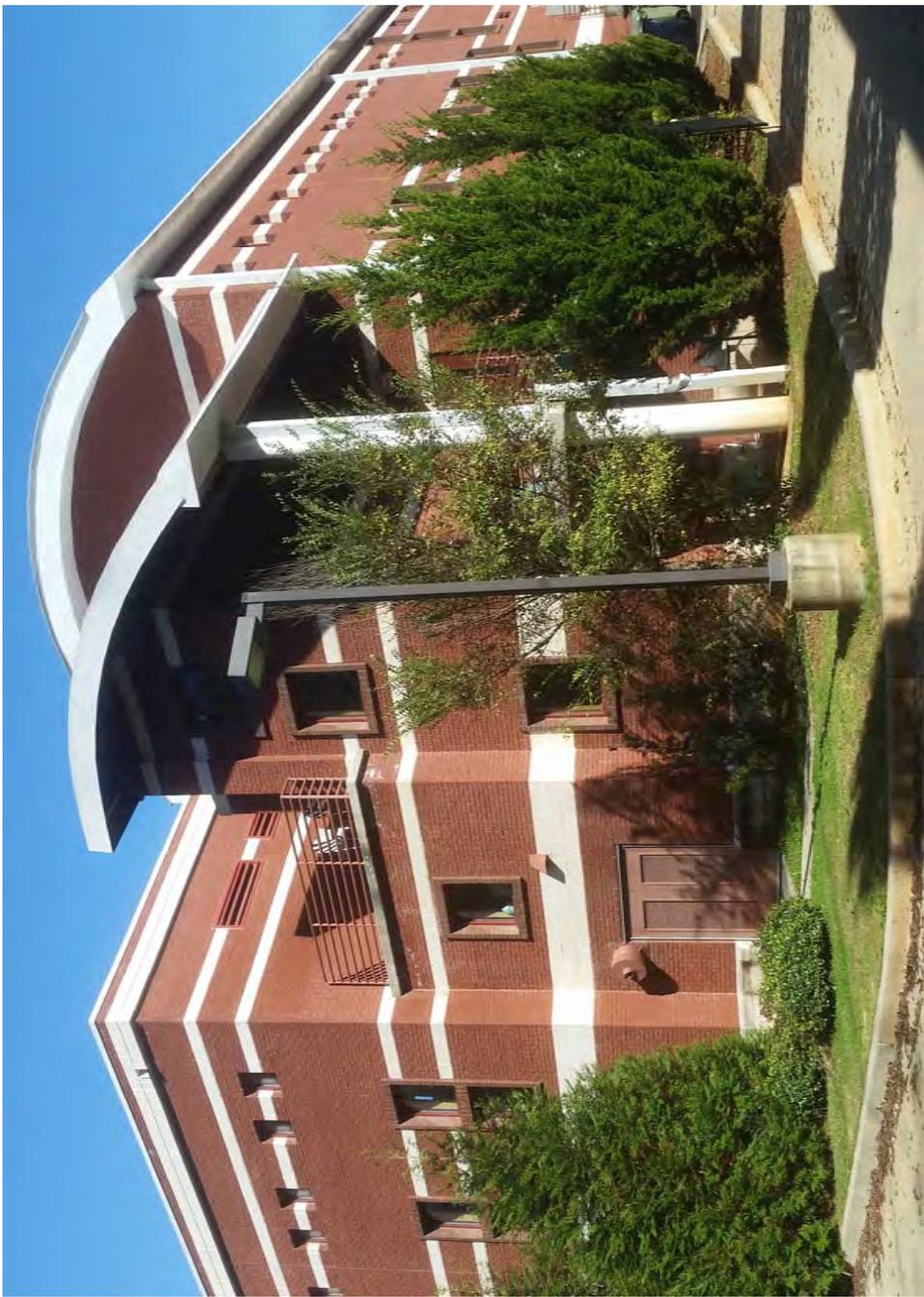
NORTH FAÇADE



FIRE STATION #18

2007 OAKVIEW RD, SE

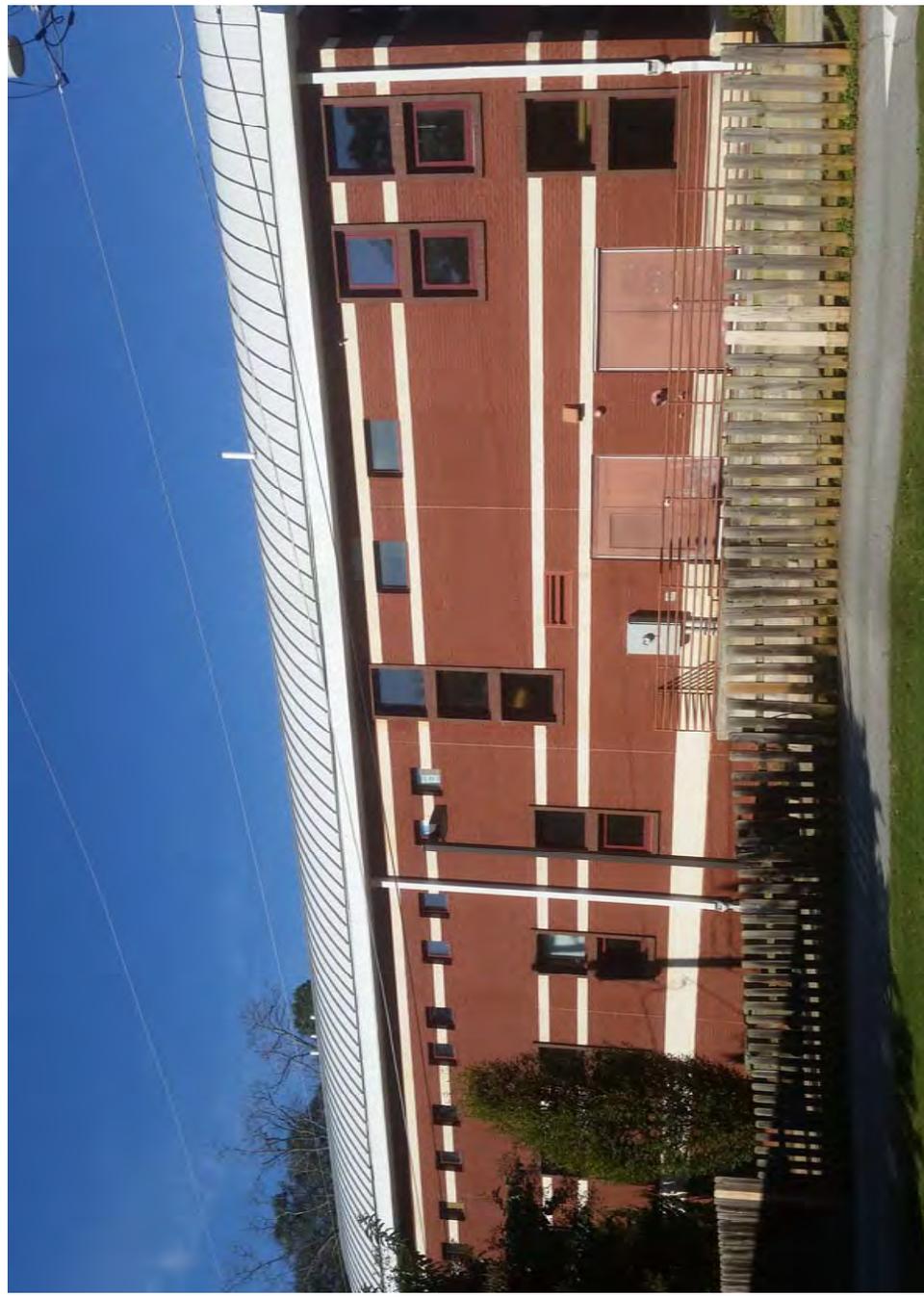
EAST FACADE



FIRE STATION #18

2007 OAKVIEW RD, SE

SOUTH FACADE



FIRE STATION #18

2007 OAKVIEW RD, SE

WEST FACADE



Fire Station 28

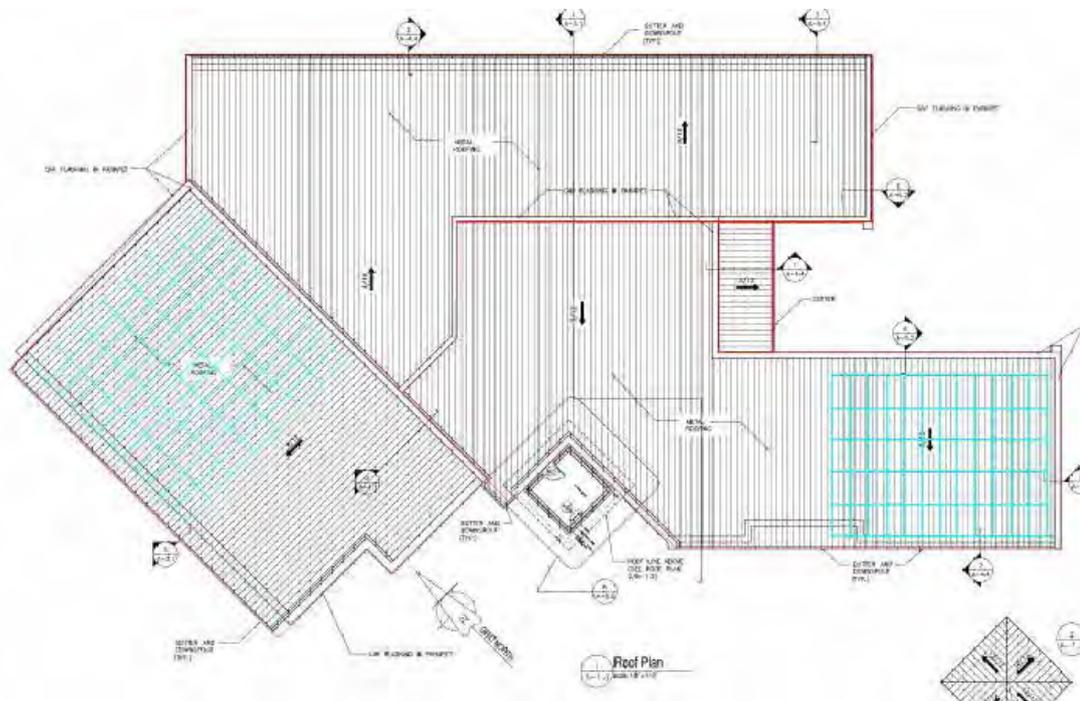
1925 HOLLYWOOD RD

TECHNICAL NOTES

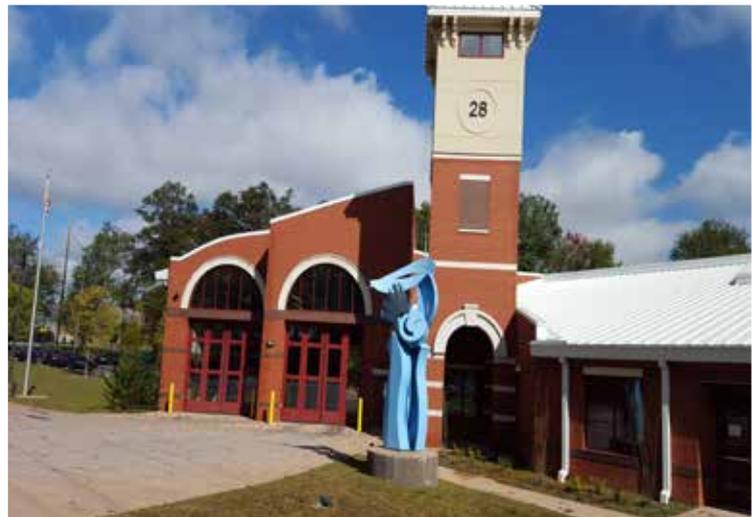
43.2 KW

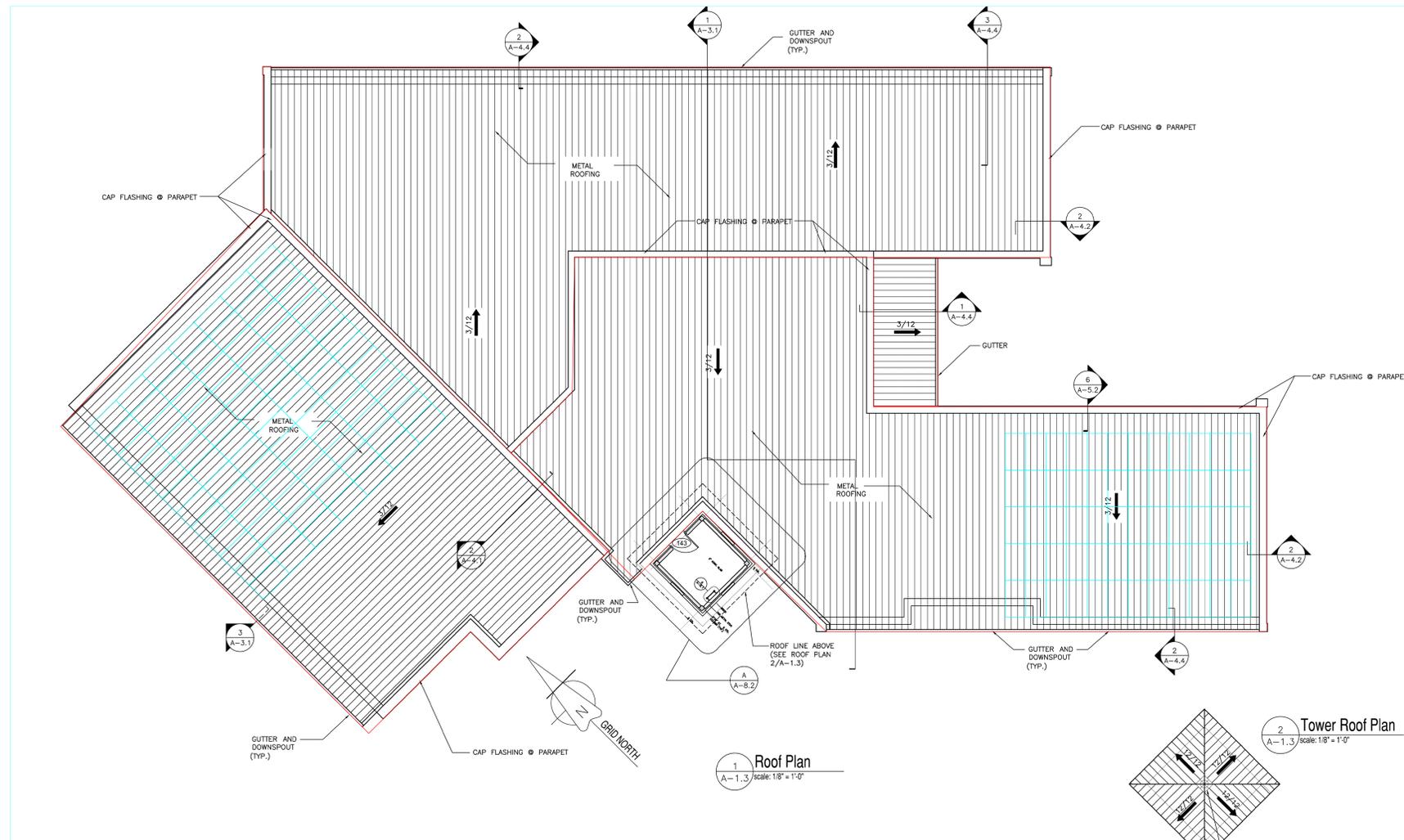
(144) 300 WATT SOLAR PANELS
8 STRINGS (DEPENDENT ON
PANEL VOLTAGE)

- ELECTRICAL LOAD TO BE VERIFIED BY ENGINEER
- INVERTER SHOULD BE MOUNTED ON ROOF WITH SHADE COVERS
- DISCONNECT SHOULD BE MOUNTED NEAR METER AND DOUBLE LUGGED LOAD SIDE
- TIE INTO PANEL LA1 FROM SOLAR DISCONNECT



SOUTHFACE





TRADES :

STAMPS :

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 28

GENERAL NOTES :
NOTES

JOB # : FIRE STATION 28

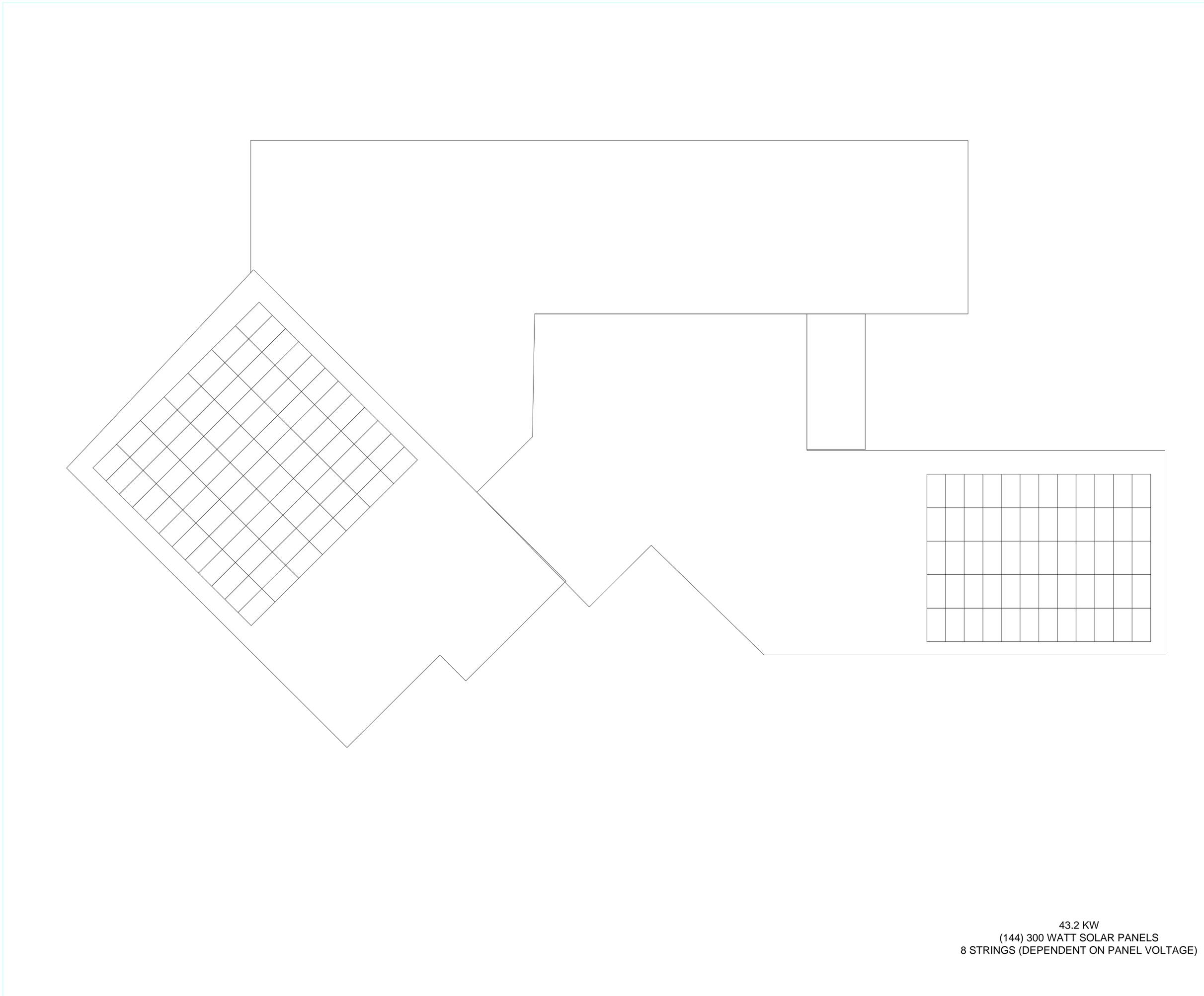
DRAWN BY : AL

CHECKED BY : DB

ISSUE : BID DOCUMENT

DATE : 11-15-2015

SHEET : PV-01



43.2 KW
 (144) 300 WATT SOLAR PANELS
 8 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 28

GENERAL NOTES:
 NOTES

JOB #: FIRE STATION 28

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: **PV-02**

MAIN PANEL
600 AMP
208V
3 PHASE
PANEL LA1
TIE INTO BOTTOM 3
BREAKER SPACES
ON RIGHT SIDE

DISCONNECT
WITHIN 5 FEET
OF SWITCH
GEAR

125 AMP
3 PHASE

23KW

INVERTER

23KW

INVERTER

DISCONNECT
EXTERIOR
FOR FIRE
DEPARTMENT

125 AMP
3 PHASE

FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

FIRE STATION NO. 28

GENERAL NOTES:
NOTES

JOB #: FIRE STATION 28

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

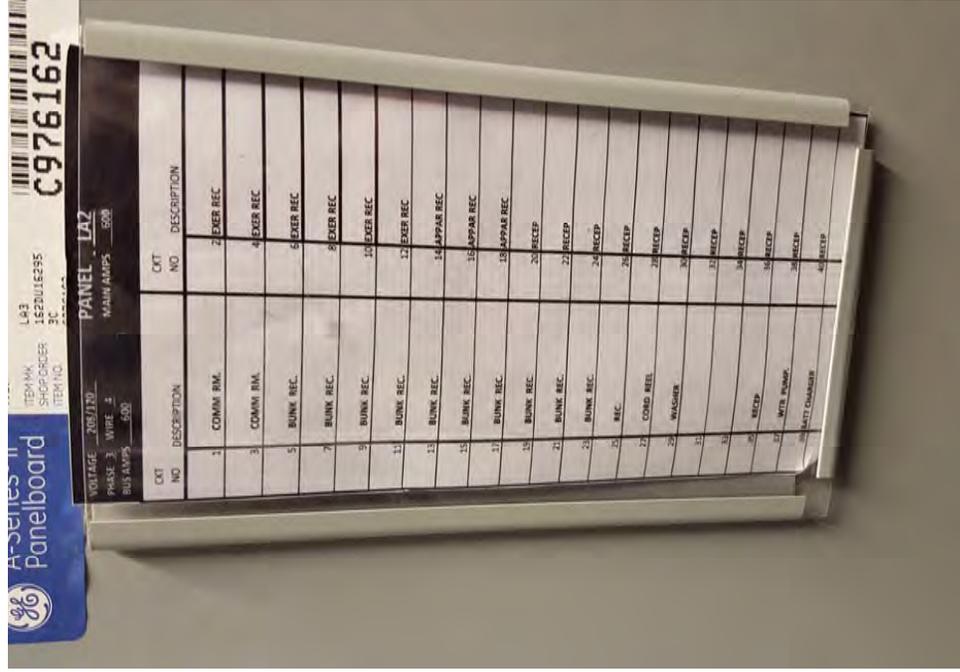
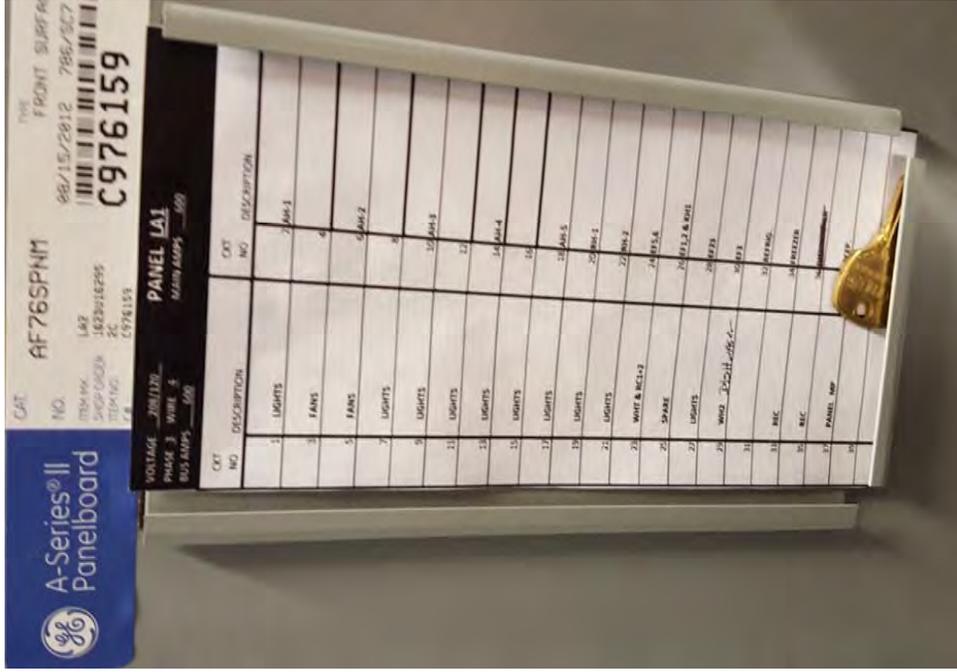
SHEET: PV-03



FIRE STATION #28

1925 HOLLYWOOD RD, NW

ELECTRICAL







FIRE STATION #28

1925 HOLLYWOOD RD, NW

EXISTING CEILING



FIRE STATION #28

1925 HOLLYWOOD RD, NW

NORTH FACADE



FIRE STATION #28

1925 HOLLYWOOD RD, NW

EAST FACADE



FIRE STATION #28

1925 HOLLYWOOD RD NW

SOUTH FACADE



FIRE STATION #28

1925 HOLLYWOOD RD, NW

WEST FACADE

GENERAL NOTES: (THIS SHEET ONLY)

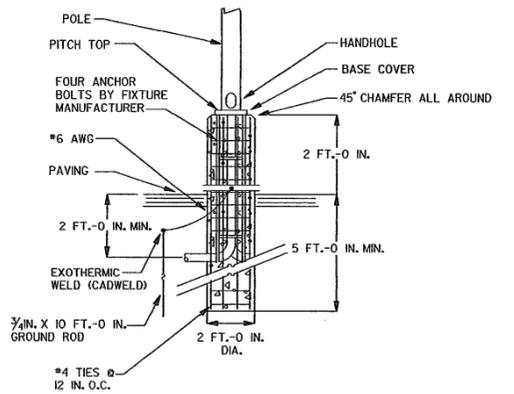
A. STAKE OFF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. UNDERGROUND UTILITY LOCATING SERVICE MUST COMPLETE ACTIVITIES PRIOR TO ANY CONSTRUCTION, NO EXCEPTIONS.

B. COORDINATE ALL ELECTRICAL SITE WORK WITH OTHER TRADES PRIOR TO AND DURING ROUGH-IN. COORDINATE EXACT LOCATIONS OF SITE LIGHTING WITH LANDSCAPE ELEMENTS TO ALLOW ALL TREES AND SHRUBS SHOWN ON LANDSCAPE PLANS.

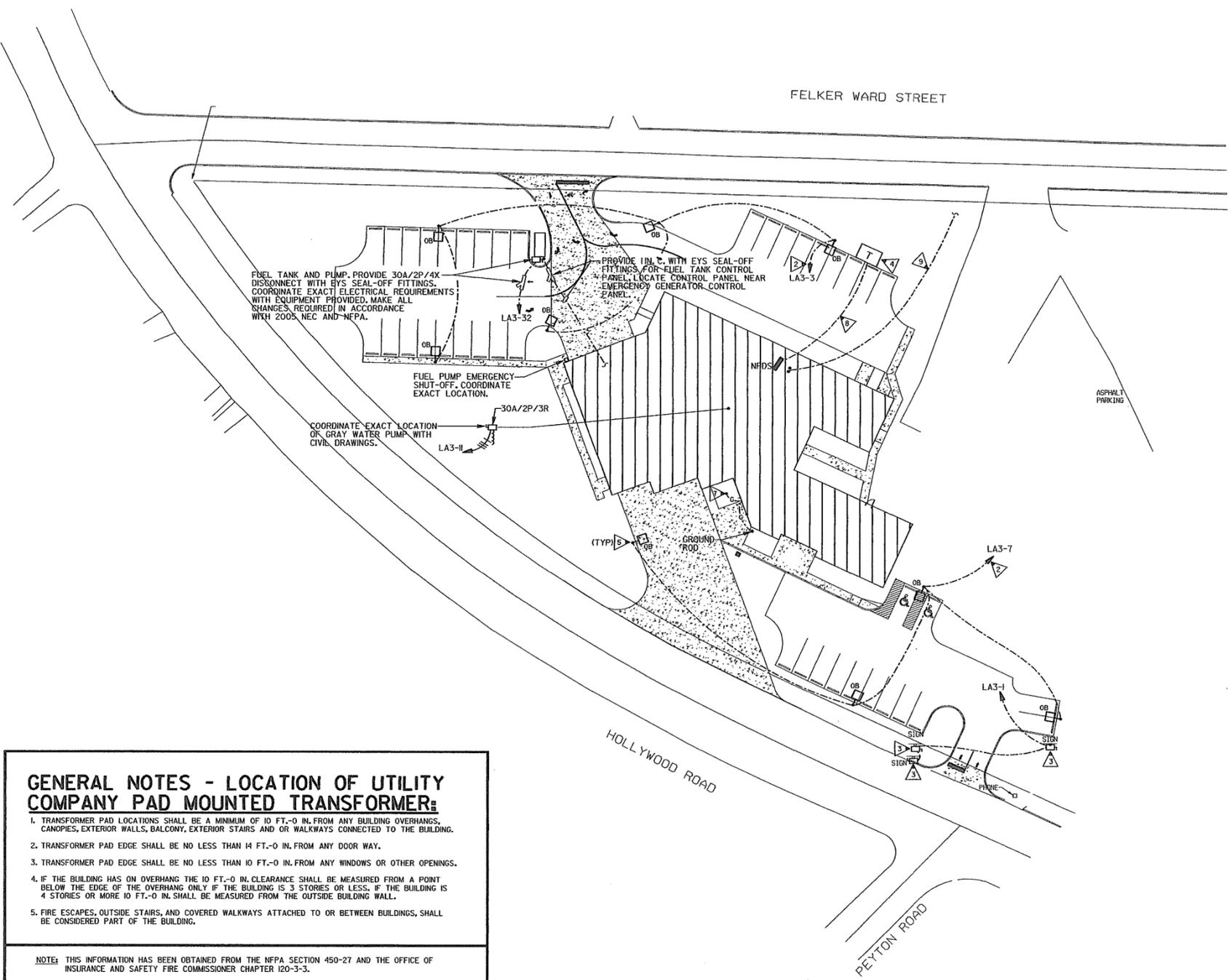
C. THE INSTALLATION OF THE LIGHTNING PROTECTION SYSTEM SHALL BE ACCOMPLISHED BY AN EXPERIENCED INSTALLATION COMPANY THAT IS LISTED WITH UNDERWRITERS LABORATORIES FOR LIGHTNING PROTECTION SYSTEMS. INSTALLATION OF THE LIGHTNING PROTECTION SYSTEM SHALL CONFORM TO UL 96A, UL 96 AND NFPA 780.

KEYED NOTES: (THIS SHEET ONLY)

- 1 NOT USED.
- 2 ROUTE THROUGH RELAY PANEL 'RPA' LOCATED ADJACENT TO PANEL 'LA1'. 3"Ø, 3/4 IN. C. CONTROL VIA PHOTOELECTRIC CELL.
- 3 PROVIDE A 30A/2P/3R DISCONNECT TO SERVE SIGN MOUNT HARD TO UNIT IN MOST CONCEALED STRUCTURAL LOCATION.
- 4 REFER TO TRANSFORMER NOTES ON THIS SHEET.
- 5 REFER TO POLE BASE DETAIL 2/E28-1.0 FOR POLE LIGHTS. POLES SHALL BE MOUNTED TWO FEET FROM CURB.
- 6 NOT USED.
- 7 ROUTE NEW LIGHTNING PROTECTION DOWN CONDUCTORS, 28 STRANDS OF .066 GAUGE ROPE LAY COPPER CABLE, ECLC C385, DOWN TO NEW GROUND ROD, 1/2 IN. X 9 FT. COPPER CLAD STEEL. ECLC GRL ROUTE CONDUCTORS THRU ATTIC AND UP TO TOWER. ATTACH CONDUCTORS TO WEATHERVANE PIGTAIL WITH BOLT FITTING, ECLC BF100B. CONDUCTORS SHALL NOT BE INSTALLED WITHIN 6 FT. OF OTHER CONDUIT OR BUILDING WIRING.
- 8 SEE RISER DIAGRAM, 1/E28-4.0.
- 9 (2)-4 IN. CONDUITS FOR CATV AND TEL/DATA. COORDINATE STUB-OUT LOCATIONS WITH SERVING UTILITY COMPANIES. SEE E28-5.1.



2 POLE BASE DETAIL
E28-1.0 NOT TO SCALE



GENERAL NOTES - LOCATION OF UTILITY COMPANY PAD MOUNTED TRANSFORMER:

1. TRANSFORMER PAD LOCATIONS SHALL BE A MINIMUM OF 10 FT.-0 IN. FROM ANY BUILDING OVERHANGS, CANOPIES, EXTERIOR WALLS, BALCONY, EXTERIOR STAIRS AND OR WALKWAYS CONNECTED TO THE BUILDING.
2. TRANSFORMER PAD EDGE SHALL BE NO LESS THAN 14 FT.-0 IN. FROM ANY DOOR WAY.
3. TRANSFORMER PAD EDGE SHALL BE NO LESS THAN 10 FT.-0 IN. FROM ANY WINDOWS OR OTHER OPENINGS.
4. IF THE BUILDING HAS AN OVERHANG THE 10 FT.-0 IN. CLEARANCE SHALL BE MEASURED FROM A POINT BELOW THE EDGE OF THE OVERHANG ONLY IF THE BUILDING IS 3 STORIES OR LESS. IF THE BUILDING IS 4 STORIES OR MORE 10 FT.-0 IN. SHALL BE MEASURED FROM THE OUTSIDE BUILDING WALL.
5. FIRE ESCAPES, OUTSIDE STAIRS, AND COVERED WALKWAYS ATTACHED TO OR BETWEEN BUILDINGS, SHALL BE CONSIDERED PART OF THE BUILDING.

NOTE: THIS INFORMATION HAS BEEN OBTAINED FROM THE NFPA SECTION 450-27 AND THE OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER CHAPTER 120-3-3.

1 SITE PLAN - ELECTRICAL
E28-1.0 SCALE: 1"=30'-0"
0 15' 30'



DESIGNED BY:	PLOT SCALE:
CHECKED BY:	HORZ.:
DRAWN BY:	VERT.:
DATE: MARCH 20, 2007	
SUBMITTED BY:	
DESIGN FILE NAME:	

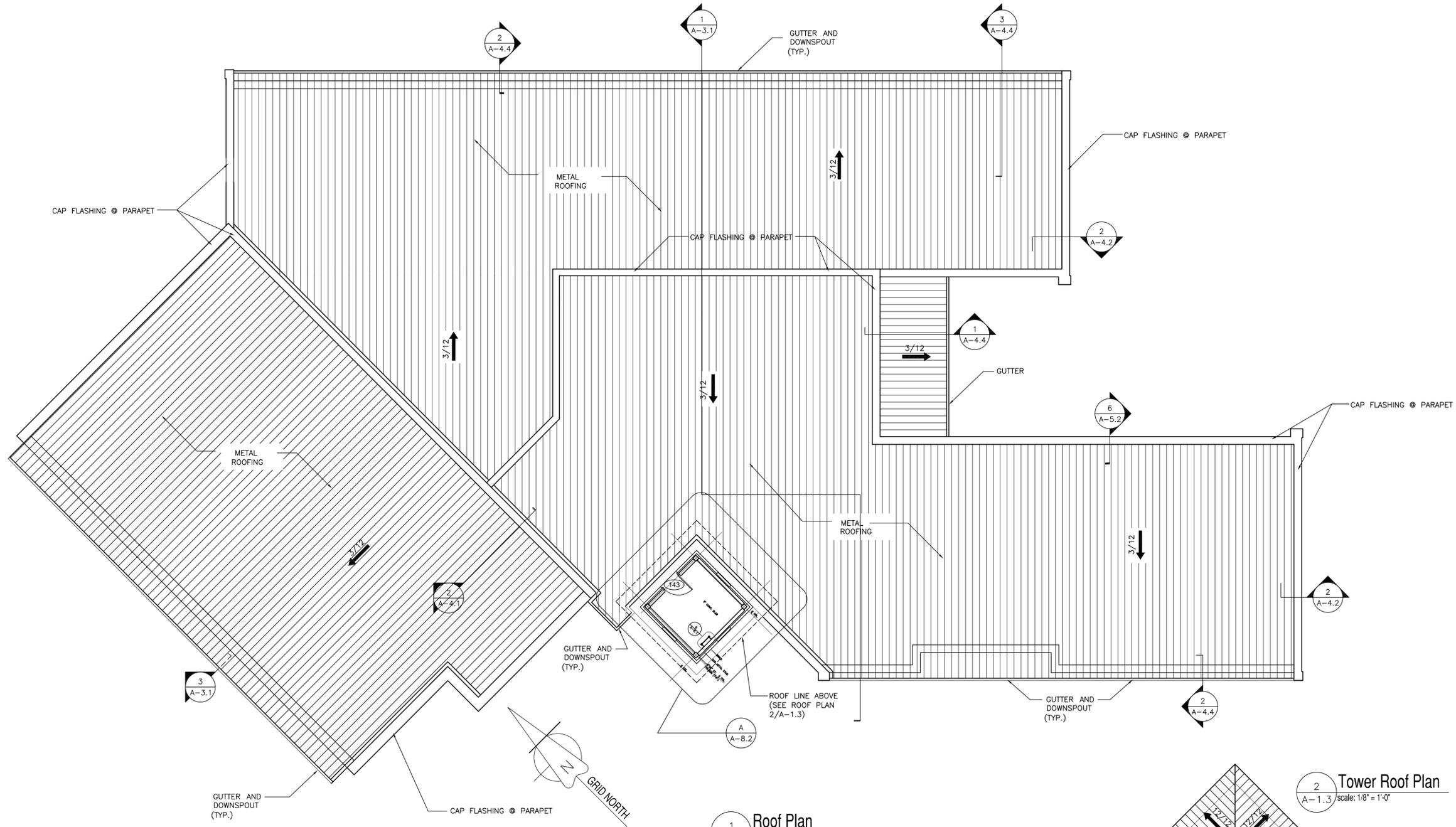
FIRE STATION NO.28
ATLANTA FIRE RESCUE DEPT.
CITY OF ATLANTA
ATLANTA, GEORGIA

SITE PLAN - ELECTRICAL

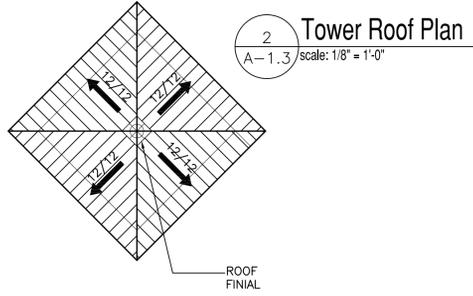
REVISION	DESCRIPTION	DATE	APPROVAL
1	FOR CONSTRUCTION	03/20/2007	

SHEET NO.	
DWG.	E28-1.0

Border: Alim\BDR_HSTM-24x36-30grid.dwg



1 Roof Plan
A-1.3 / scale: 1/8" = 1'-0"



Border: Aim\BDR_HSTM-24x36-30grid.dwg

DESIGNED BY: AIM PARTNERS	PLOT SCALE
CHECKED BY: SG	HORZ: 36" VERT: 24"
DRAWN BY: NEIL ENGINEERING FIRM	DATE: MAY 11, 2007
	SUBMITTED BY: AIM PARTNERS PLC
	DESIGN FILE NAME: FIRE STATION 28

aim
PARTNERS, PLC

AIM PARTNERS, PLC
ARCHITECTURE & PLANNING GROUP
3578 OLD MILTON PARKWAY, ALPHARETTA,
GA 30005 PHONE: (770) 619-5999

Shaw-aim
Joint Venture

SHAW-AIM JOINT VENTURE
11560 GREAT OAKS WAY, SUITE 500
ALPHARETTA, GA 30022-2424
770-475-8994

FIRE STATION NO.28
ATLANTA FIRE RESCUE DEPT.
CITY OF ATLANTA
ATLANTA, GEORGIA

ROOF PLAN

REVISION	DESCRIPTION	DATE	APPROVAL
1	FOR CONSTRUCTION	03/20/2007	

SHEET NO.
DWG. **A28-1.3**



Rosel Fann Rec

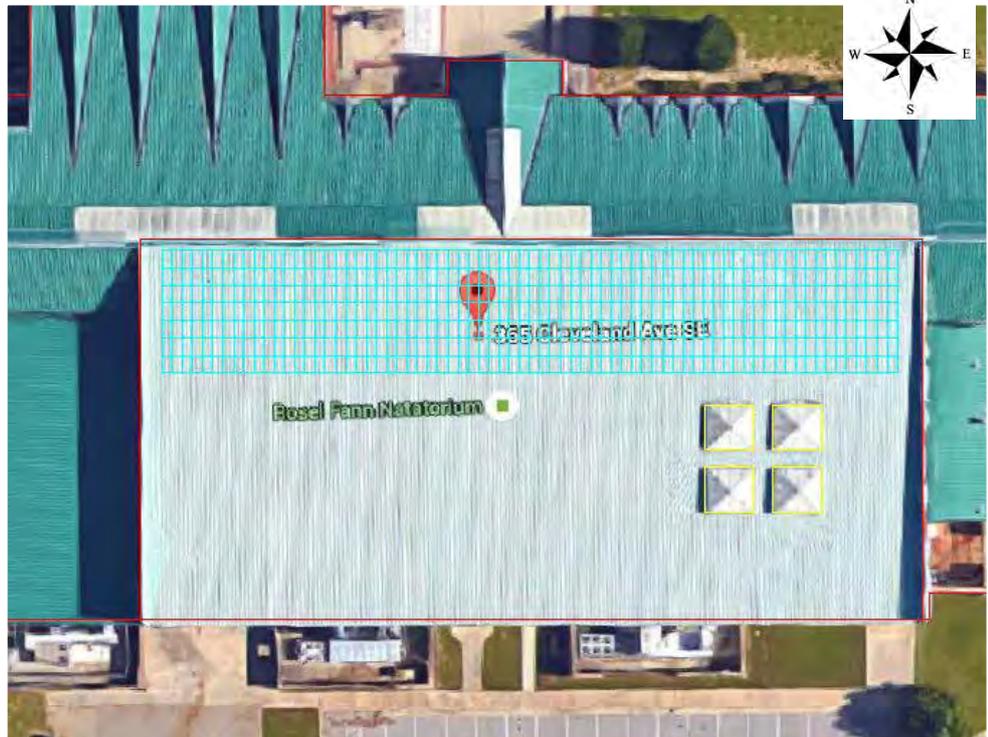
365 CLEVELAND AVE, SE

TECHNICAL NOTES

151.2 KW

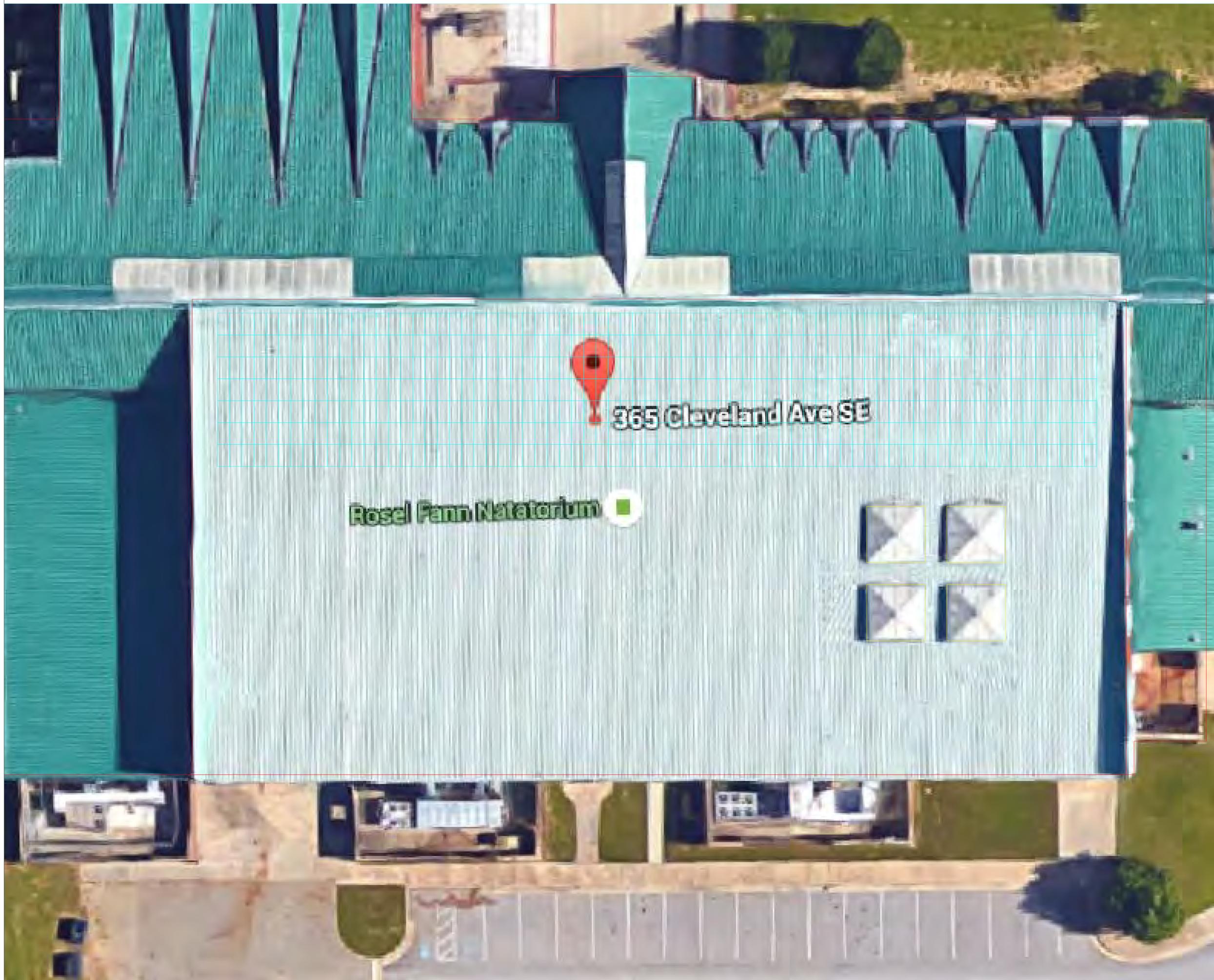
(504) 300 WATT SOLAR PANELS
28 STRINGS OF 18 PANELS
(DEPENDENT ON PANEL VOLTAGE)

- ELECTRICAL SUPPLY SHOULD BE ADEQUATE, ENGINEER TO CONFIRM
- INVERTERS TO BE PLACED ON ROOF ATTACHED TO ROOF WITH ATTACHMENTS WATERPROOFED BY ROOFER
- EXTERIOR DISCONNECT FOR FIRE DEPARTMENT NEXT TO METER
- INTERIOR DISCONNECT WITHIN 5 FEET OF SWITCH GEAR
- LINE SIDE TAP ON SWITCH GEAR'S MAIN BUS BAR
- 2000 AMP MAIN PANEL



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

ROSEL FANN NATATORIUM

GENERAL NOTES:
NOTES

JOB #: DELANO AVE.

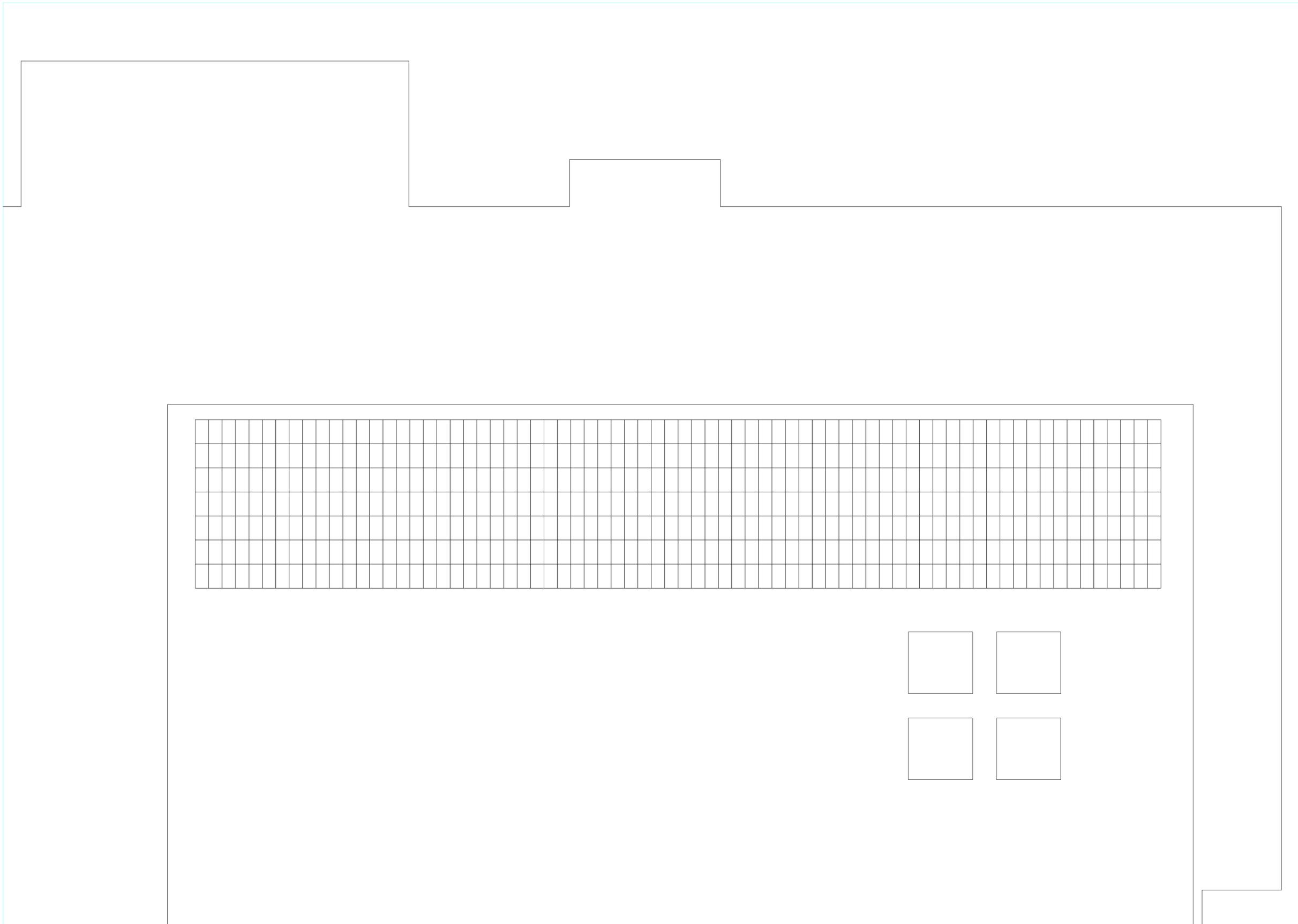
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

SHEET: PV-01



151.2 KW
504 300 WATT SOLAR PANELS
28 STRINGS OF 18 PANELS
(DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

ROSEL FANN NATATORIUM

GENERAL NOTES:
NOTES

JOB #: DELANO AVE.

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

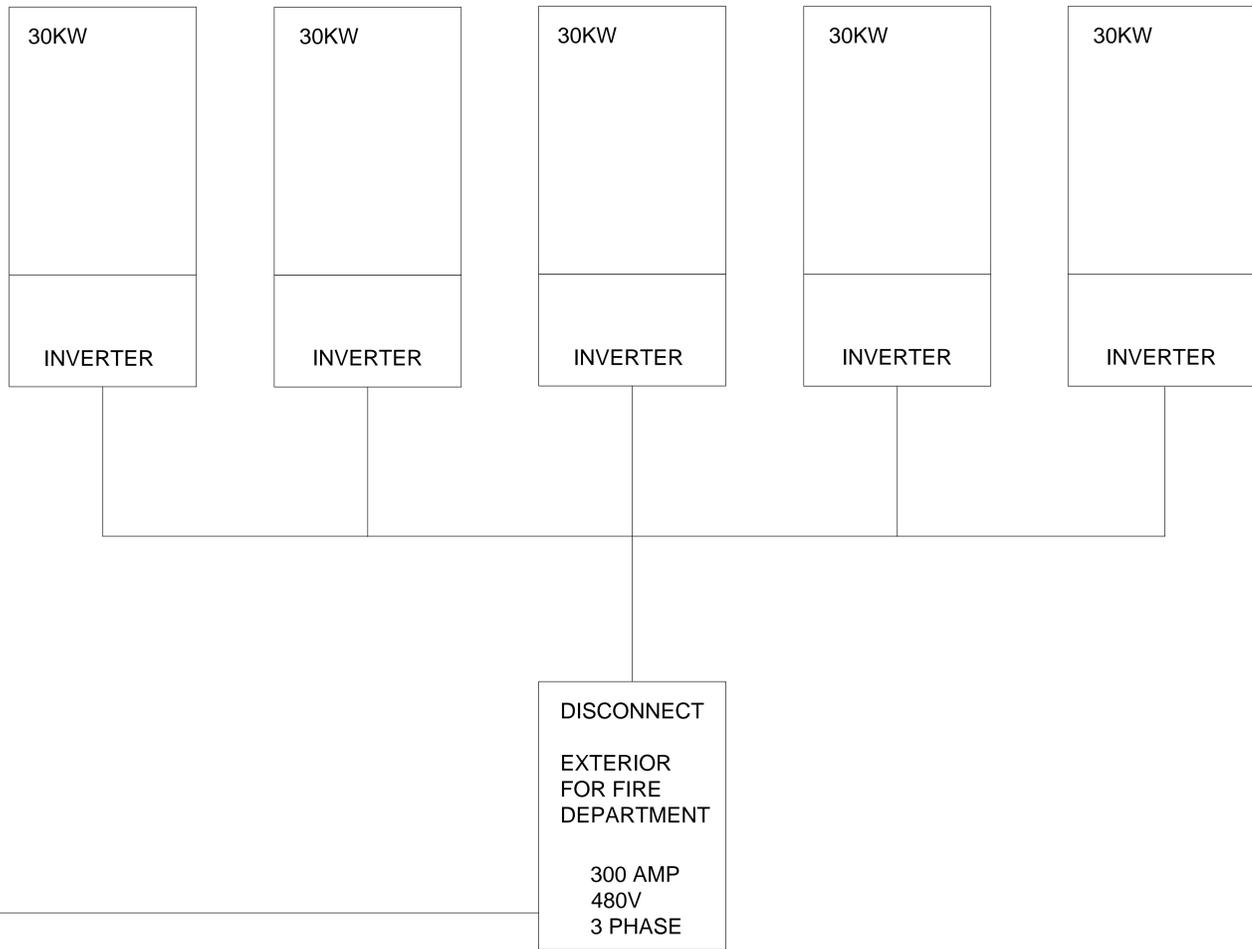
DATE: 7-22-2013

SHEET: **PV-02**

MAIN PANEL 2000 AMP 480V 3 PHASE	SOLAR CONNECTION TO LINE SIDE OF MAIN BUS BAR IN SWITCH GEAR WITH APPROPRIATE CRIMPS
---	---

DISCONNECT
 WITHIN 5 FEET
 OF SWITCH
 GEAR

300 AMP
 480V
 3 PHASE



FOR BID ONLY
 ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
 AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

ROSEL FANN NATATORIUM

GENERAL NOTES:
 NOTES

JOB #: DELANO AVE.

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 7-22-2013

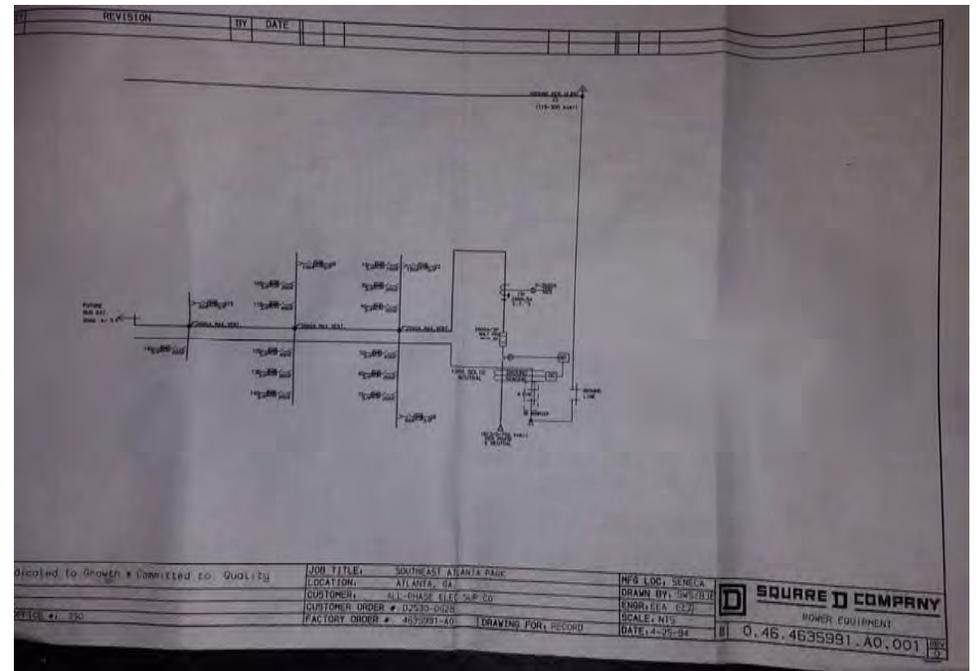
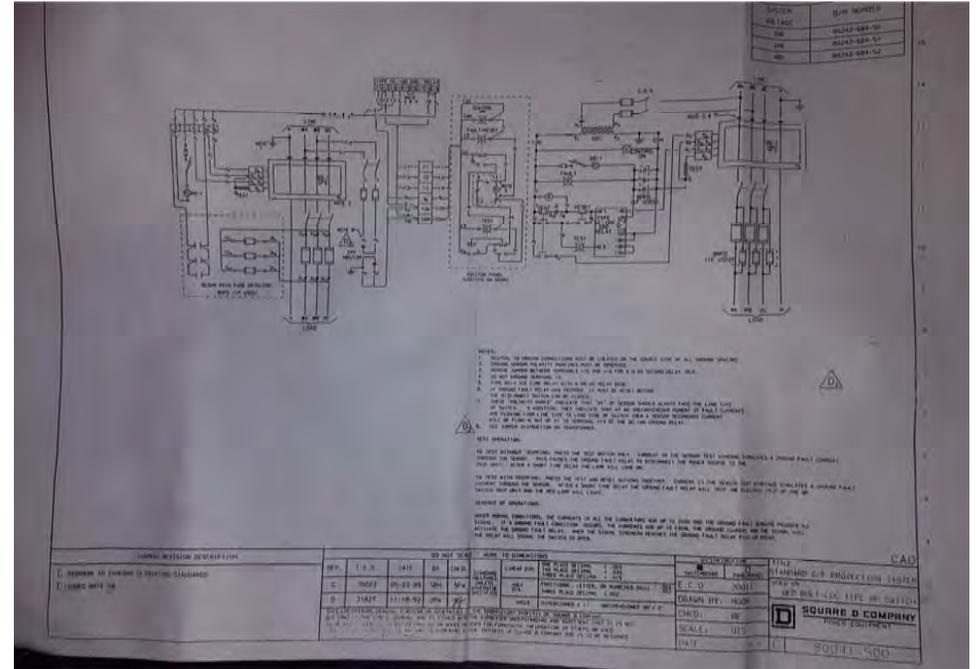
SHEET: **PV-03**



ROSEL FANN REC

365 CLEVELAND AVE, SE

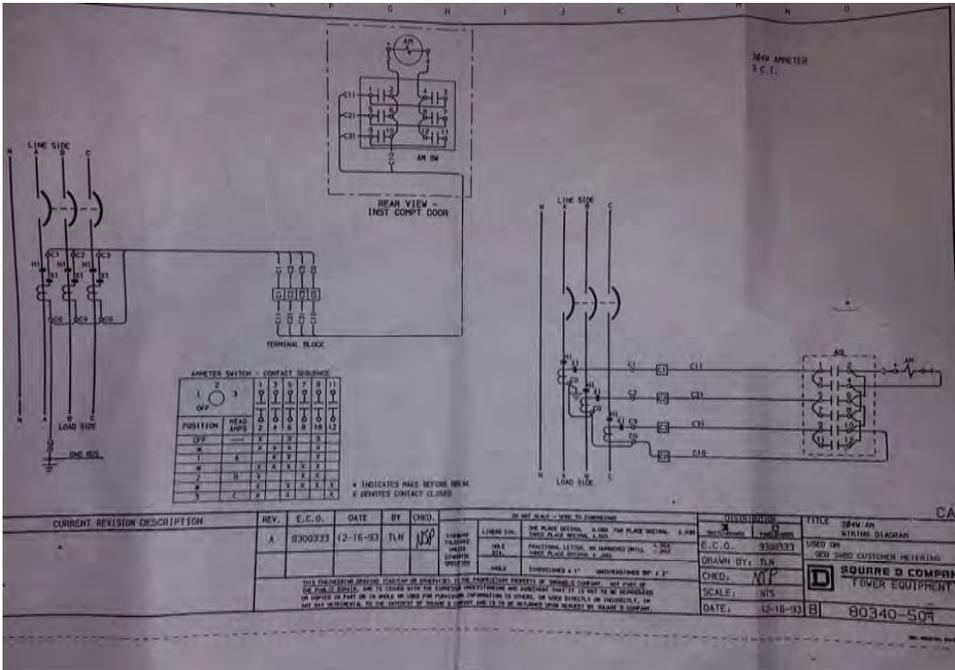
ELECTRICAL



ROSEL FANN REC

365 CLEVELAND AVE, SE

ELECTRICAL



ROSEL FANN REC

365 CLEVELAND AVE, SE

ELECTRICAL



ROSEL FANN REC

365 CLEVELAND AVE, SE

NORTH FACADE



ROSEL FANN REC

365 CLEVELAND AVE, SE

EAST FACADE



ROSEL FANN REC

365 CLEVELAND AVE, SE

SOUTH FACADE



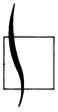
ROSEL FANN REC

365 CLEVELAND AVE, SE

WEST FACADE

TURNER ASSOCIATES ARCHITECTS & PLANNERS, INC.

The Healey Building
57 Forsyth St.,
Suite 300,
Atlanta, Ga. 30303
(404) 681-3214



Cecil Chan & Associates, Inc.
Consulting Engineers
100 James Street, Suite 110
Atlanta, Georgia 30303
Tel. (404) 525-0001

SOUTHEAST NATATORIUM AND GYMNASIUM
for the
City of Atlanta
Department of Parks and Recreation

NO.	DESCRIPTION	DATE

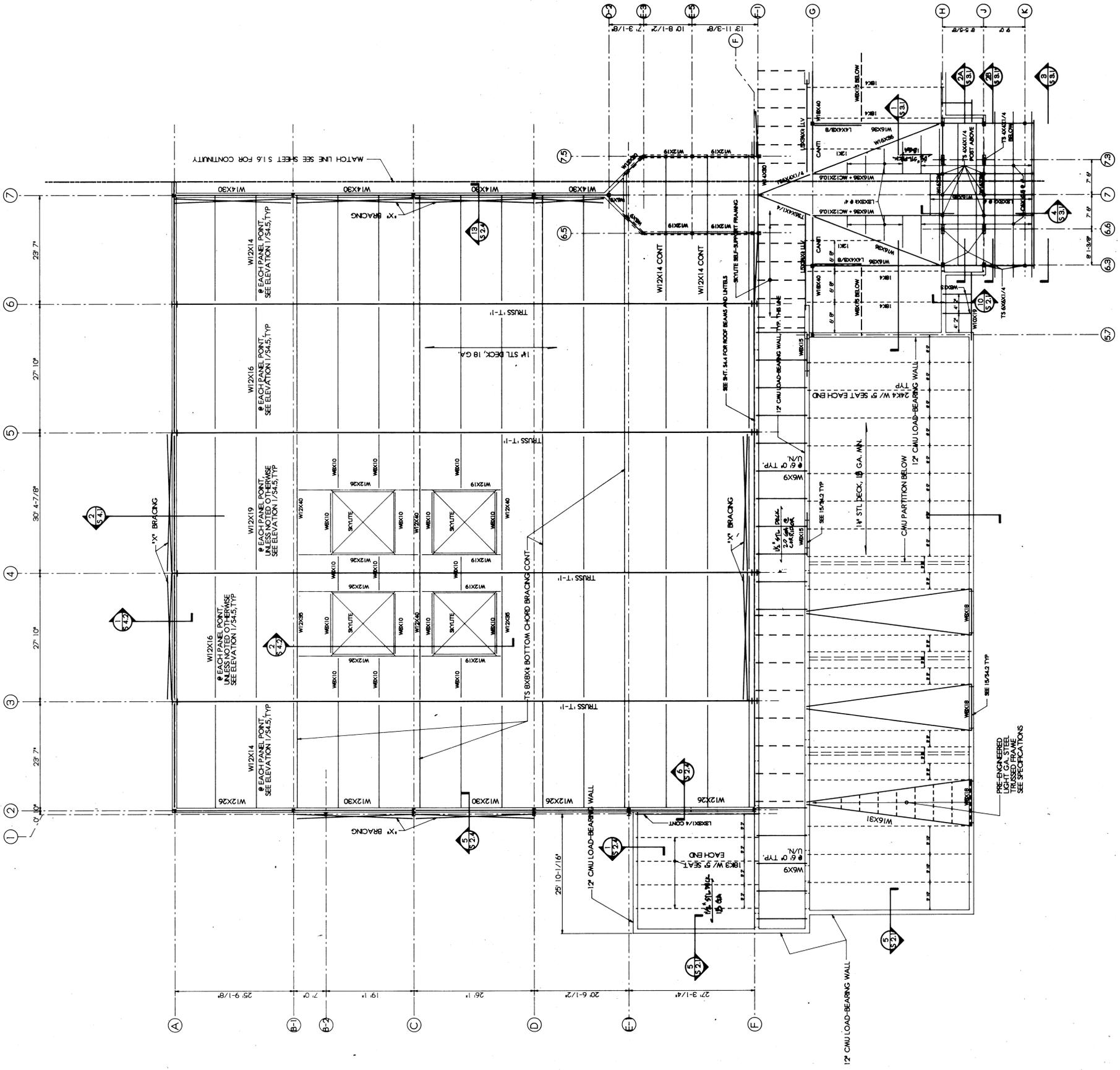


SEAL
THIS OFFICE IS AN APPROVED OFFICE OF THE CITY OF ATLANTA FOR THE DESIGN OF STRUCTURAL STEELWORK IN CONNECTION WITH THE CITY'S PUBLIC WORKS PROGRAM. IT IS THE POLICY OF THE CITY OF ATLANTA TO REQUIRE THAT ALL STRUCTURAL STEELWORK BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER WHOSE NAME AND TITLE IS TO BE PRINTED ON ALL CONTRACT DOCUMENTS. THE CITY OF ATLANTA WILL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF STRUCTURAL STEELWORK IF IT IS NOT DESIGNED BY A LICENSED PROFESSIONAL ENGINEER WHOSE NAME AND TITLE IS TO BE PRINTED ON ALL CONTRACT DOCUMENTS.

PROJECT NO.	1217/572
DRAWN BY	
CHECKED BY	
DATE	

PARTIAL HIGH ROOF FRAMING PLAN

SHEET
11
OF
15
PROJECT NO. 1217/572
DRAWN BY
CHECKED BY
DATE





Sarah Lowrie Rec

950 GARIBALDI ST, SE

TECHNICAL NOTES

66.3 KW

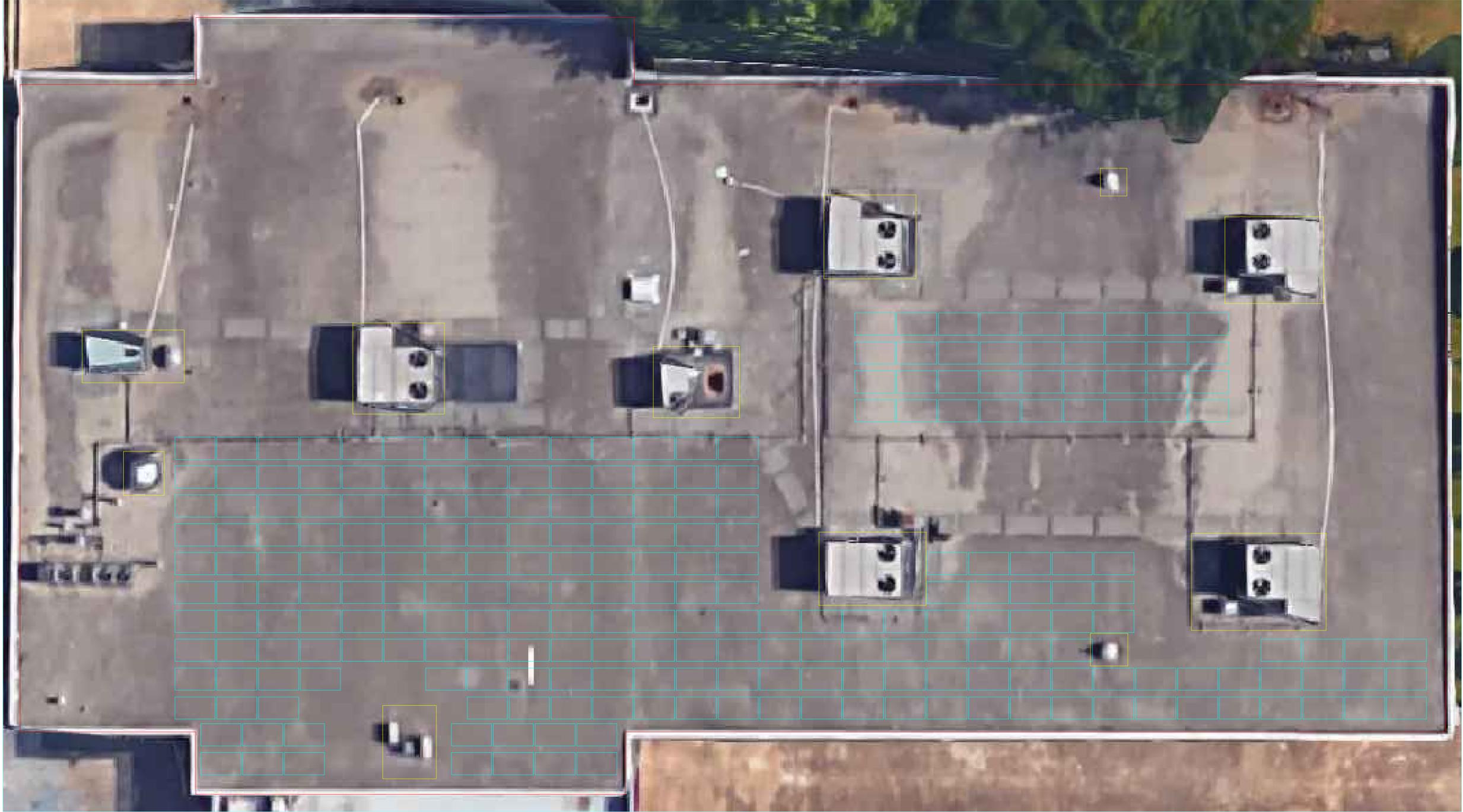
(221) 300 WATT SOLAR PANELS
13 STRINGS (DEPENDENT ON PANEL
VOLTAGE)

- MAIN BREAKER PANEL MOUNTED ON EXTERIOR WALL NEXT TO METER BASE
- NEW 200 AMP PANEL BOARD WITH MAIN DISCONNECT FOR SOLAR SHOULD BE MOUNTED BY METER
- INVERTERS TO BE MOUNTED ON ROOF
- INTERIOR DISCONNECT WITHIN 5' OF SWITCH GEAR PER CODE
- 400 AMP 3 PHASE MAIN PANEL
- LINE SIDE INTERCONNECTION ON MAIN BUS BAR OF SWITCH GEAR



SOUTHFACE





TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

SARAH LOWERY COMMUNITY CENTER

GENERAL NOTES:
NOTES

JOB #: GARIBALDI

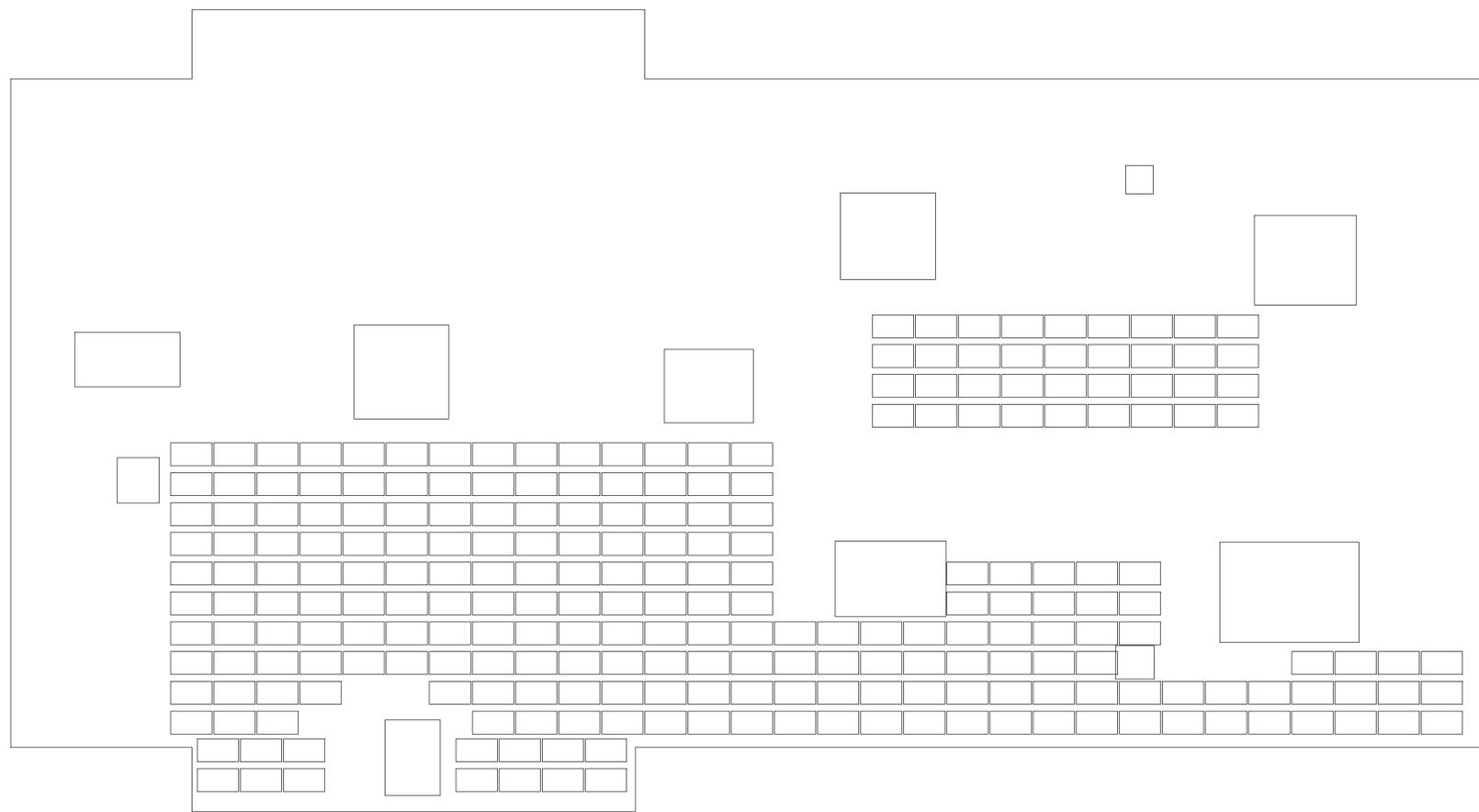
DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: **PV-01**



66.3 KW
 (221) 300 WATT SOLAR PANELS
 13 STRINGS (DEPENDENT ON PANEL VOLTAGE)

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

SARAH LOWERY COMMUNITY CENTER

GENERAL NOTES:
 NOTES

JOB #: GARIBALDI

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

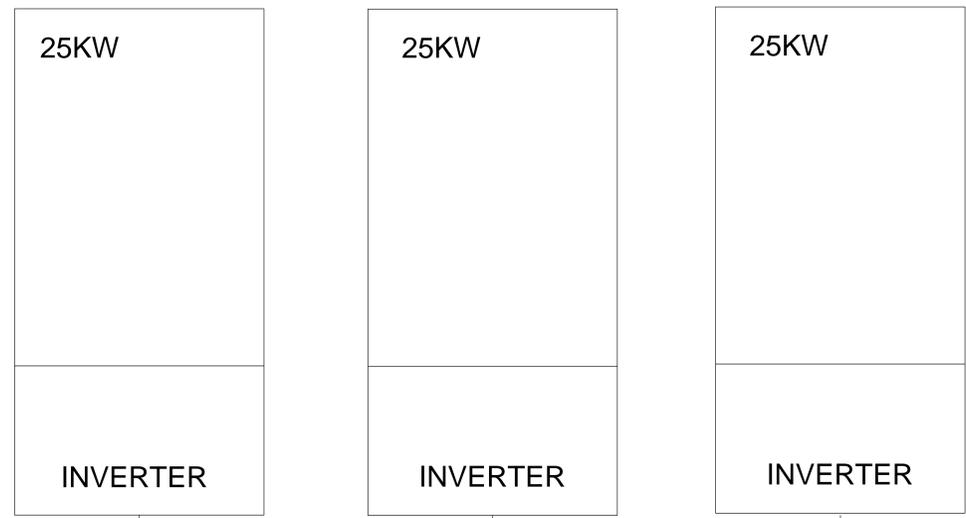
SHEET: **PV-02**

MAIN PANEL
400 AMP
480V
3 PHASE

LINE SIDE INTERCONNECTION ON MAIN BUS BAR

DISCONNECT
WITHIN 5 FEET
OF SWITCH
GEAR

180 AMP



MAIN
BREAKER
PANEL

EXTERIOR
FOR FIRE
DEPARTMENT

200 AMP

(3) DOUBLE POLE 60 AMP BREAKERS

FOR BID ONLY
ALL ENGINEERING, WIRE SIZING, INVERTER SIZING
AND DISCONNECT SIZING TO BE DONE BY INSTALLER

TRADES:

STAMPS:

CITY OF ATLANTA SOLAR RFP DOCUMENTS

SARAH LOWERY COMMUNITY CENTER

GENERAL NOTES:
NOTES

JOB #: GARIBALDI

DRAWN BY: AL

CHECKED BY: DB

ISSUE: BID DOCUMENT

DATE: 11-15-2015

SHEET: PV-03

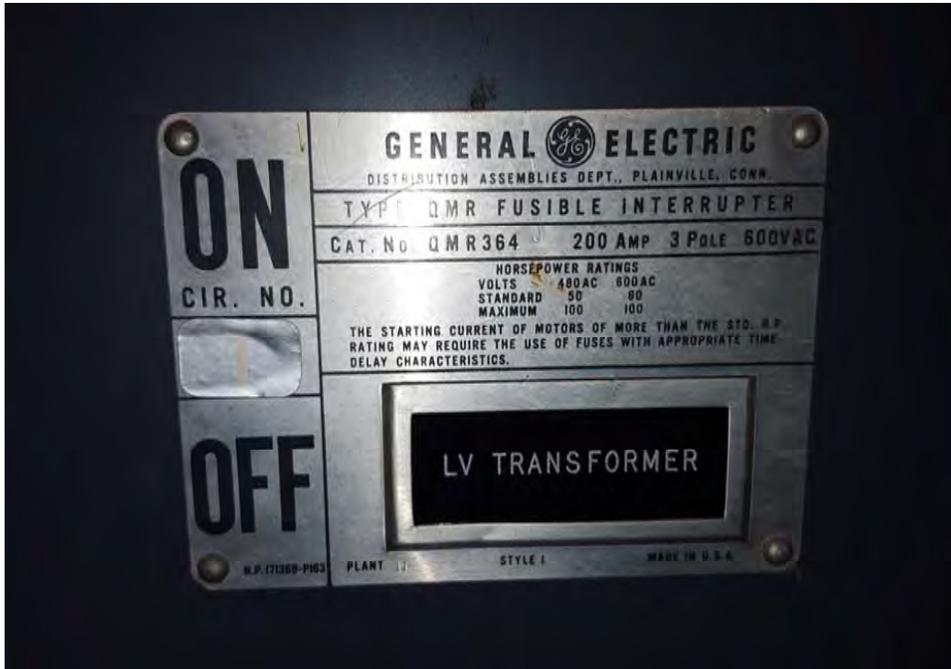
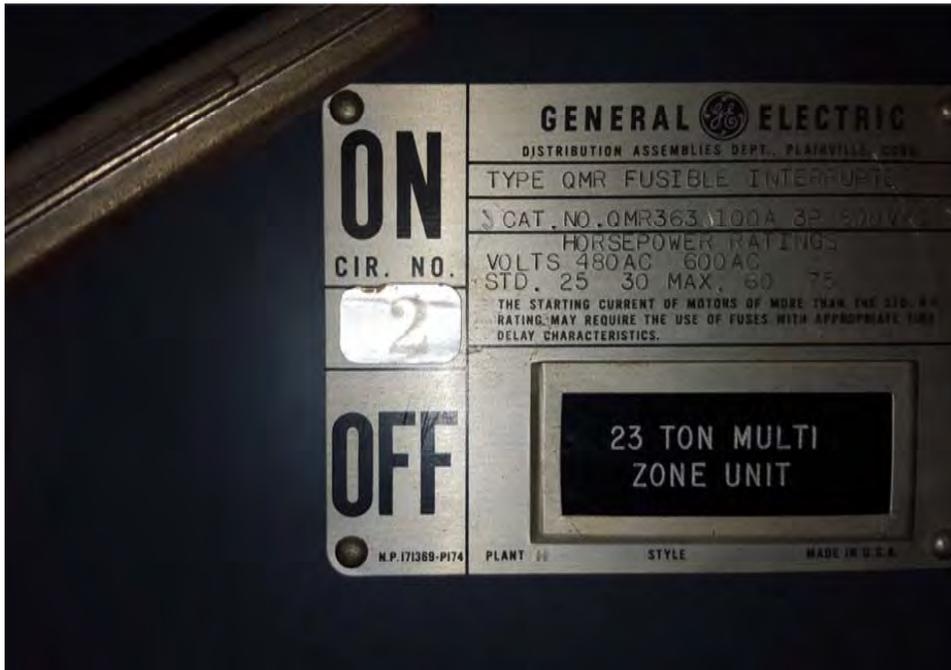


SARAH LOWRIE REC



950 GARIBALDI ST, SE

ELECTRICAL



SARAH LOWRIE REC

950 GARIBALDI ST, SE

ELECTRICAL



SARAH LOWRIE REC

950 GARIBALDI ST, SE

ROOF SURVEY



SARAH LOWRIE REC

950 GARIBALDI ST, SE

ROOF SURVEY



SARAH LOWRIE REC

950 GARIBALDI ST, SE

NORTH FACADE



SARAH LOWRIE REC

950 GARIBALDI ST, SE

EAST FACADE



SARAH LOWRIE REC

950 GARIBALDI ST, SE

SOUTH FACADE



SARAH LOWRIE REC

950 GARIBALDI ST., SE

WEST FACADE

Exhibit A.1
Cost Proposal

Exhibit A.1 - Cost Proposal
FC-8656, Solar Energy Program

The Cost Savings Proposal shall include estimates of savings and generation for each of the sites shown in **Exhibit A, Scope of Services, Attachment A – List of Sites** in terms of kWh of electricity annually for the lifetime of each installation. Note that proponents should not rely upon additional income streams through the sale of electricity to other private entities, including electric utilities, in estimating cost savings.

The Cost Proposal must be submitted on the City of Atlanta forms that have been provided herein. Please be mindful that Proponents must complete all columns and rows of the Cost Proposal in order to be deemed responsive.

Summary

Initial Cost per kWh (Average from all 28 sites - Attachment A)	Annual Escalation Rate (percentage - Average)	Total Expected Production Year 1 (kWh) - All sites

Dated the _____ day of _____, 2016.

Corporate Proponent:
 [Insert Corporate Name]

Non-Corporate Proponent:
 [Insert Proponent Name]

 By: _____
 Name: _____
 Title: _____

 By: _____
 Name: _____
 Title: _____

 Corporate Secretary/Assistant
 Secretary (Seal)

 Notary Public (Seal)
 My Commission Expires: _____

Breakdown by Site (One table per location)

Site: **Adair Park Special Service Warehouse**

(#1 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Coan Park Rec Center**

(#2 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
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Breakdown by Site (One table per location)

Site: **Ben Hill Rec Center**

(#3 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
5			
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Breakdown by Site (One table per location)

Site: **Ben Hill Rec Center Basketball Shelter, 2405 Fairburn RD SW,** (#4 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: Cornelius Adolphous Scott Rec Center, 1565 ML King Dr.

(#5 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Adair Park Warehouse Basketball Shelter, 866 Murphy Ave.** (#6 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Adamsville Rec Center**

(#7 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
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Breakdown by Site (One table per location)

Site: **Fire Station 5**

(#8 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
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Breakdown by Site (One table per location)

Site: **Bessie Branham Rec Center**

(#9 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
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4			
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Breakdown by Site (One table per location)

Site: **Fire Station 28**

(#10 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
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23			
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Breakdown by Site (One table per location)

Site: **Rosel Fann Rec Center**

(#11 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
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Breakdown by Site (One table per location)

Site: **Grant Park Rec Center**

(#12 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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4			
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Breakdown by Site (One table per location)

Site: **Dunbar Rec Center**

(#13 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
5			
6			
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Breakdown by Site (One table per location)

Site: Public Works – Motor Transport Service Building, 815 Old Flat Shoals Rd.
(#14 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
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Breakdown by Site (One table per location)

Site: **Fire Station 18**

(#15 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
3			
4			
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Breakdown by Site (One table per location)

Site: **Thomasville Heights Rec Center**

(#16 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
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4			
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Breakdown by Site (One table per location)

Site: **Sarah Lowrie Community Center, Pittman Park, 950 Garibaldi St.**

(#17 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Fire Station 12**

(#18 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Grove Park Rec Center**

(#19 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Fire Station 8**

(#20 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
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Breakdown by Site (One table per location)

Site: **Fire Station 2**

(#21 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Fire Station 14**

(#22 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Fire Station 1**

(#23 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
2			
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Breakdown by Site (One table per location)

Site: **Pittman Park Pool**

(#24 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Fire Station 4**

(#25 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
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Breakdown by Site (One table per location)

Site: **Fire Station 17**

(#26 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Fire Station 38**

(#27 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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Breakdown by Site (One table per location)

Site: **Pittman Park Rec Center - Concession Stand-Restrooms** (#28 of 28)

Year	Initial Cost per kWh	Annual Escalation Rate (percentage)	Total Expected Production per year (kWh)
1			
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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.

“Capacity Limit” means a peak generating capacity in alternating current that is no greater than one hundred and twenty-five percent of the actual or expected maximum annual peak demand of the premises the solar technology serves.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“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.

“Electric Service Provider” means any electric supplier that is engaged in the business of distributing electricity to retail electric customers in this state.

“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.

“Meter” means standard revue quality meter(s) and electronic data acquisition equipment to be used to continuously measure and record the Output.

“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.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Solar Financing Agent” means any person, including an Electric Service Provider and an affiliate, whose business includes the leasing, financing, or installation of solar technology.

“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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Contractor's Check List

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

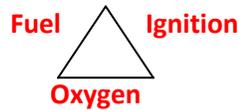
8.2 SAFETY SIGNS IN THE WORKPLACE

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 OEAM. It shall be OEAM 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.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

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 ₃	75-69-4
CFC-12	Dichlorodifluoromethane	CCl ₂ F ₂	75-71-8
CFC-13	Chlorodifluoromethane	CF ₂ Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C ₂ FCl ₅	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	C ₂ F ₂ Cl ₄	76-12-0
CFC-113	Trichlorotrifluoroethane	CCl ₂ F-CClF ₂	76-13-1
CFC-114	Dichlorotetrafluoroethane	CF ₂ Cl-CClF ₂	76-14-2
CFC-115	Monochloropentafluoroethane	CClF ₂ -CF ₃	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ Cl ₇ F	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6
Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress			

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 ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	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

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.

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 ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichlorethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	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

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:	
Action Required	<input checked="" type="checkbox"/>
Safety Orientation with EHSS Required? If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos review required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lead materials review required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will the work require entry into a permit-required confined space? <ul style="list-style-type: none"> If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter. If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)? 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. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS. 	

<p>Hazard Communication: Provide the following to the contractor:</p> <ul style="list-style-type: none"> • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. <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>Will work be conducted on the roof of a building where fume hood exhausts are located?</p> <ul style="list-style-type: none"> • 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. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will work by the contractor involve electrical or mechanical systems?</p> <ul style="list-style-type: none"> • 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. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will Hot Work Permits be required during the Contractor's work? 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

- 1.** 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 11.3.2 of this Agreement.
- 2.** 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.
- 3.** 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.
- 4.** 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

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55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

February 9, 2016

RE: FC-8656, Solar Energy Program

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible 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 Small Business Enterprises (SBE) 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 goals for SBE participation for this project and the SBO 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

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Larry Scott
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CITY OF ATLANTA

SMALL BUSINESS OPPORTUNITY PROGRAM

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 size as it relates to revenue and number of employees. 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 its' various diversity inclusion programs. The purpose of the Small Business Opportunity Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting Small Business Enterprises (SBEs) to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources.

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 these program is to mitigate the present and ongoing effects of the past and present discrimination against 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 firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as subcontractors and/or suppliers. A Bidder is eligible to be further considered 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 SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises) 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* SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* SBE certification number and supplier id number as applicable.

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 2-1372 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 SBO1.
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 SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, 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, 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 SBE, the SBE 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 SBE'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 SBEs, 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 SBEs 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 SBO 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

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.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination 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 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 SBO 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, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

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 2000 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.

Equal Business Opportunity SBE GOALS for this Project

Project No.: FC-8656, Solar Energy Program

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

238210 Electrical Contractors

The EBO goals for the trade categories listed in this project are:

35.00% SBE

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 detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Certification. It is the prime contractor's responsibility to verify that all SBEs 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.
2. Reporting. The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
3. 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.
4. SBO/EBO Ordinance. The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

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 SBO-2 and SBO-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

SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise

Company Name: _____ Project Name: _____ FC#: _____

Printed Signature: _____ Date: _____

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership (see code below)	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total SBE% _____

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise

Proponent's Company Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Printed Signature: _____ Date: _____

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

The Atlanta Workforce Development agency has determined that the First Source Jobs Program is **not applicable** for FC# 8656, Solar Energy Program.

However, it is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Although the First Source Jobs Program only applies to Construction Projects, Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Michael Sterling, Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3000**

Appendix B

Risk Management Requirements

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8656, Solar Energy Program

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 submits 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 Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord 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 Accord 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/subconsultants 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.

A. 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

B. 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
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. 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.

D. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$5,000,000 per occurrence**.

- Coverage must follow form with primary policy
- May be used to achieve minimum liability limits
- Coverage must be as broad as primary policy

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. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

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

- **Appendix E.1: Technical Specifications For PV Installations**

Appendix E.1
Technical Specifications For PV Installations

	Specification	Proponent Response		
		Comply	Non-Comply	Non-Compliance Comment
	<i>For each item below, Proponent is required to identify as compliant or non-compliant. For any item checked as non-compliant, a detailed comment is required. It is not the City's intention to provide a numerical score for this submittal, but the City will assess all comments to ensure alternative solutions are in line with the City's overall business objectives.</i>			
1.	Photovoltaic Module Technical Standards			
a.	All PV modules and electrical components shall be UL-listed or approved equivalent and installed to meet the requirements set forth in this specification.			
b.	The PV modules shall be designed to have minimum maintenance requirements and high reliability, have a minimum 25 year warrantee, and be designed for normal unattended operation in the Atlanta-area local climate.			
c.	The power warranty for modules shall be a minimum of 90% of the initial power rating for the first 10 years and 80% of the initial power rating for years 11 through 25.			
d.	If PV modules using hazardous materials (e.g., cadmium or other hazardous materials) are in use, the environmental impact of the hazardous material usage must be discussed and documented in writing during the due diligence process, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs related to PV modules containing hazardous materials and responsibility for those costs must be paid for by the Service Provider clearly identified.			
e.	Framed PV modules shall be anodized aluminum with pre-drilled holes or mounting channels. For unframed modules, acceptable mounting methods shall be provided by the manufacturer.			
f.	Bolted and similar connections shall be non-corrosive and include locking devices designed to prevent twisting over the 25 year design life of the PV System.			
g.	The modules and System should be designed for outdoor installation in Atlanta, GA. The area is subject to long-term humidity and temperature conditions. The System shall be designed to handle expected ambient temperatures that range from regional winter lows to regional summer roof top highs. Supplied equipment must be rated and warranted to withstand and operate under these conditions. The PV System and its associated structures shall be certified by a Georgia-registered Professional Engineer to meet the local wind loading requirements.			
h.	The Service Provider shall create a uniform appearance of the			

	array and spacing between individual modules and panel-groups should be uniform. As much as possible, all mechanical hardware, conduit, junction boxes, and other equipment should be concealed beneath and/or behind the array.			
2.	Electric Power Requirements			
a.	Power produced by the PV System shall be compatible with the onsite electric distribution system.			
b.	The PV System shall be installed in accordance with all applicable requirements of local electrical and national electric codes. The PV System electrical design shall also comply with IEC, IEEE, ANSI or other standards as determined by the local jurisdiction. Local utility codes shall dictate the interconnection of the PV System to the electricity distribution system.			
c.	All electrical components, including over-current protection, disconnect, surge suppression devices, conduit, wiring, and terminals shall be commercial- or utility-grade and have appropriate voltage, current, and temperature ratings for this application.			
d.	Voltage drop in the PV array DC circuits should be within the 2008 National Electric Code (NEC) guidelines, including losses in conductors and through all fuses, blocking diodes, and termination points. All installation and connection must apply to 2008 NEC standards. A voltage drop of 3% or better is required			
e.	The Service Provider shall supply a step-up transformer, if necessary, to match the voltage of the distribution system. The step-up transformer shall be compatible with Georgia Power Company’s standards for voltage, phasing and grounding. If required, the Service Provider shall also provide an appropriate protective enclosure. For oil filled transformers, the Service Provider shall provide an adequate oil containment system. PCBs shall not be permitted.			
f.	The step-up transformer shall include an automatic positive load-breaking means of disconnect (e.g., switch, circuit breaker, etc.) on the high side. The disconnect means shall be provided to disconnect all phases simultaneously. This disconnect means shall be capable of remote operation. The utility shall connect to the disconnect. The Service Provider will be responsible for all equipment including the disconnect, and shall coordinate the details (equipment, placement, etc.) with Georgia Power in advance.			
3.	Inverters			
a.	All inverters shall comply with UL 1741 – “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems.”			
b.	The inverters shall be UL-listed or approved equivalent and installed to meet the requirements set forth in this specification.			

c.	The inverters shall be designed for a fully-functional utility-interactive system.			
d.	The inverters shall be designed to produce high-efficiency energy, have minimum maintenance requirements and high reliability, and be designed for normal unattended operation.			
e.	The inverters shall be of a proven design which has been demonstrated in other solar power systems for a minimum period of at least one year.			
f.	The design should plan for maximum power availability at all times.			
g.	The inverters shall be housed in an appropriately waterproof and dust proof enclosure, or in a building. The inverters shall have provisions to prevent moisture condensation and entrance of rodents into air intake or exhaust ports. The inverter enclosure shall take into consideration the effects of direct sunlight and extreme weather such that the inverters are appropriately shielded from the elements. The inverter enclosure should be well ventilated or be air conditioned so that the inverters operate safely at or near their maximum power point (MPP).			
h.	Inverters shall be installed in accordance with Federal Emergency Management Agency (FEMA) Flood Control District regulations. Inverter pre-approval and location shall be coordinated with Georgia Power Company staff.			
i.	The inverters shall be capable of completely automatic unattended operation, including wake up, synchronization, and disconnect. The inverters shall also be capable of operation by local (front panel) controls.			
j.	The inverters shall be capable of operating in parallel with other inverters meeting the specifications delineated herein, the electrical collection system, and connected loads.			
k.	The Service Provider's system shall be capable of interrupting line-to-line fault currents and line-to-ground fault currents. It is required that the inverter design include turning off the inverter before AC or DC contactors are opened, as applicable.			
l.	The inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage in the event of component failure or from parameters beyond normal operating range due to internal or external causes. The self-protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging. Faults due to malfunctions within the inverter or solar conversion system equipment shall be cleared by the inverter over-current protection device and not by protection devices.			
m.	An inverter grounding system shall be designed and installed with the system. The grounding system shall provide personnel protection for step and touch potential in accordance with utility standards. The system shall also be adequate for the detection and clearing of ground faults.			

4	Monitoring Requirements			
a.	The Service Provider shall provide a metering system that records and stores the following data on real-time basis: <ul style="list-style-type: none"> • AC-kWh output from each individual inverter • AC-kWh output from the entire solar plant. 			
b.	Other points may be metered as specified by the Service Provider to monitor and maintain the System with a high degree of reliability. The kWh meters shall be utility-grade and shall meet ANSI utility testing standards. The inverter output meters may be an integral part of the inverter. The meter shall be used to provide data to the City in real time.			
5.	Additional Technical Requirements			
a.	All structures and structural elements, including array structures, shall be designed in accordance with all applicable local codes and standards pertaining to the erection of such structures.			
b.	All outdoor enclosures shall be at minimum rated NEMA 3R.			
c.	All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25 year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.			
d.	Compression type connectors at the PV module output terminals shall be provided in a watertight connection terminal box with knockouts for watertight conduit mountings. Twist-on wire splices, crimped, soldered, or taped connections are not permitted for required field-installed wiring.			
e.	All of the exposed non-current carrying metal parts shall be solidly grounded. Particular attention shall be given to prevention of corrosion at the connection of dissimilar metals such as aluminum and steel.			
f.	Other technical codes that may apply include ASME PTC 50 (solar PV performance) and ANSI Z21.83 (solar PV performance and safety).			
g.	All modules shall be installed in accordance with any applicable FEMA regulations.			
h.	The Service Provider shall provide (as needed) its own construction office or trailer on the site during construction and shall include temporary electricity if needed. The City shall not provide office or storage space for the Service Provider's use.			
i.	The Service Provider shall be responsible for all operation and maintenance associated with the PV plant.			
6.	Interconnection to the Utility Grid			
a.	The City anticipates that the PV System shall be interconnected to the utility grid but will not be able to sell from any power to the grid. Expected Standards and Certification Criteria are listed as follows: https://www.georgiapower.com/docs/energy-efficiency/SOCO_Interconnection_Standard_Rev2013_13.pdf .			

b.	The DG equipment shall comply with the latest revision of the following standards and the Service Provider shall provide evidence of certification with the DG Equipment Application or with the Certificate of Completion:			
c.	1.8.1. IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.2 testing protocols to establish conformity)			
d.	1.8.2. IEEE1547.2 Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems			
e.	1.8.3. UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems			
f.	1.8.4. NFPA 70 National Electrical Code			
g.	1.8.5. The DG Equipment shall be considered certified for interconnected operation if the generation equipment and all related interconnection components have been tested and listed by a Nationally Recognized Testing Laboratory (NRTL certification by Department of Labor) for continuous interactive operation with an electric distribution system in compliance with the codes and standards outlined in 1.8.1 - 1.8.4 above.			
h.	1.8.6. The Service Provider must provide evidence that the installation has been inspected and approved by state or local code officials, as applicable, prior to its operation in parallel. This information will be submitted with the Certification of Completion. The Service Provider shall provide all the equipment including the step-up transformer (s) and automatic disconnect to connect to Georgia Power's distribution system.			