

RESOLUTION

WHEREAS, contingent upon the approval of the Attorney of the City of Foley, Alabama and subject to all applicable laws of the State of Alabama, the City Council desires to approve and enter into an Energy Services Contract dated as of October 15th, 2012, by and between the City of Foley, Alabama and Schneider Electric Buildings Americas, Inc., for the purpose of implementing comprehensive energy conservation improvements in City facilities through an Energy Performance Contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FOLEY, ALABAMA:

That the City Council approves entering into an Energy Services Contract with Schneider Electric Buildings Americas, Inc., for the purpose of implementing comprehensive energy conservation improvements in City facilities through an Energy Performance Contract.

PASSED AND APPROVED by the City of Foley, Alabama in a meeting held on October 15th, 2012.

Signature: _____
Mr. John Koniar, Mayor, City of Foley



ENERGY SERVICES CONTRACT

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and [CITY OF FOLEY, ALABAMA] ("Customer"), dated October 15th, 2012 (the "Date of Commencement") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the attached schedules and exhibit(s) which are listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

Schedule A: Scope of Work

Schedule B: Performance Assurance Support Services Agreement

Schedule C: Performance Guarantee

Schedule D: Measurement & Verification ("M&V") Plan

Schedule E: Customer Responsibilities for Performance Guarantee

Exhibit A: Performance Assurance Support Services

CITY OF FOLEY, ALABAMA

**Schneider Electric Buildings
Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	John Koniar	Print Name	_____
Title	Mayor, City of Foley, Alabama	Title	_____

DEFINITIONS

1. "Actual Savings" is defined as the sum of the total savings realized using the procedures defined in Schedule D plus all adjustments and non-measured savings.
2. "Annual Savings Guarantee" is the amount of energy savings guaranteed by ESCO for a twelve (12) month period beginning on the Savings Guarantee Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Change Order" is defined as a written change in the Project executed by both parties.
4. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
5. "Date of Commencement" is the date provided above.
6. "Day" as used herein shall mean calendar day unless otherwise specifically designated.

7. "Excess Savings" is the amount of Actual Savings in excess of the Performance Guarantee to date including any savings achieved during construction.
8. "Financing Agreement" means the financing arrangement that Customer will utilize to provide the funds to pay the Contract Sum. (See Article 2)
9. "Guarantee Year" is the twelve (12) month period beginning on the Savings Guarantee Commencement Date and each subsequent twelve (12) month anniversary thereafter.
10. "Implementation Contract" means those portions of this Contract that refer to the Project.
11. "Performance Guarantee" is the sum of the Annual Savings Guarantee for each year of the guarantee term as set forth in Schedule C or unless terminated earlier in accordance with the Contract Documents.
12. "Performance Period" is defined as the period beginning on the Savings Guarantee Commencement Date and extending through the time period as defined in the Performance Guarantee.
13. "Project" refers to scope of work, as set forth in Schedule A: Scope of Work, made to facilities of Customer.
14. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter.
15. "Substantial Completion" refers to and shall mean the date the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
16. "Warranty Period" is as defined in Article 4.3.
17. "Work" means the services required by the Contract Documents, whether completed or partially completed and, includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 300 days from Date of Commencement (the "Contract Time"), subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 The total of all implementation contract payments shall be \$2,997,439 (the "Contract Sum"). Construction progress payments shall be made to ESCO monthly based on the percentage completion of items delineated on a "Schedule of Values" completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the project mobilization payment.

2.2 The payments shall be taken from an escrow account set up in accordance with Customer's project financing agreement. ESCO may submit "Payment Request Forms" and payments shall be made to ESCO on a monthly basis during construction. Customer shall promptly forward Payment Request Form to the escrow agent requesting payment to ESCO in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation. If any payment is over ten (10) days late from the due date stated on the invoice, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice.

2.3 Within ten (10) days of the Date of Commencement, Customer shall make payment to ESCO for expenses incurred to date and project mobilization expenses ("Project Mobilization Payment") in the amount of 10% of the implementation contract payment total of the Contract Sum.

2.4 For the initial two (2) years beginning at the Savings Guarantee Commencement Date, Customer shall receive the services as described in the Performance Assurance Support Services Agreement ("PASS Agreement") at no additional cost. Thereafter, the PASS Agreement shall automatically renew for a period of one (1) year, whereby Customer can maintain the current service or upgrade the level of service as provided for in Schedule B.

2.5 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the "Subcontractor(s)" or for labor, materials or equipment, or (4) repeated failure to carry out the Work in accordance with the Contract Documents.

2.6 Final payment shall not become due until ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.7 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 3 – CUSTOMER

3.1 Except for permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required

for the use or occupancy of permanent structures or permanent changes in facilities.

3.2 If with the Warranty Period, ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents ("Defective Work") or repeatedly fails to carry out the Work in accordance with the Contract Documents, Customer, upon seven (7) days prior written notice to ESCO, and if ESCO does not correct or diligently commence to correct such failure within such notice period, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of Customer's facility.

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents, including but not limited to those duties and responsibilities set forth in Schedule E.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO'S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer for a period of one (1) year from the date of Substantial Completion that the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and

other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5.2 The arbitration proceeding location shall be in the county in which the Project is located.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements ESCO, if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO,

by the Contract Documents, assumes toward Customer, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request order changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.4 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Sum shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (4) repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon Substantial Completion, ESCO will issue a certificate of Substantial Completion to Customer.

9.4 Final payment shall not become due until ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are

unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work.

11.2 If required in the Contract Documents, and upon Customer's request and expense, ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer fails to make payments to ESCO as required in this Contract, through no fault of ESCO, ESCO may, upon seven (7) days written notice to Customer, terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

12.2 If Customer (1) fails or neglects to maintain Customer responsibilities as set forth in Schedule E, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer seven (7) days to cure, terminate the Contract, including, but not limited to the termination of any obligation of ESCO to provide the Performance Guarantee.

12.3 If ESCO breaches a material provision of this Contract, Customer, after delivery of written notice and providing ESCO seven (7) days to cure such breach, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO.

12.4 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.3 This Contract shall be governed by the laws of the state where the Project is located.

13.4 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.5 This Contract sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

SCHEDULE A: SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

1. BUILDING AUTOMATION SYSTEM

The Schneider Electric Building Automation System (BAS) will be installed to include control and monitoring parameters as outlined below for each facility listed below. The BAS will be controllable from a central workstation located on the customer's WAN/LAN (See Schedule F of contract), and a desktop computer will be supplied by ESCO (owned by customer), which will provide continuous access to the system with a user-friendly graphical Windows interface. A local configuration tool will be provided to allow for on site interface into the system for monitoring and troubleshooting. Control zones will be programmed for temperature setup and temperature setback (as stated in Section II-H of contract). Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

ESCO will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, service tool usage, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

The facilities included are:

• City Hall/Civic Center • Chamber Building • Community Development • Fire Station • Foley Library	• Justice Center • Public Works • Senior Center • Train Depot
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Digital programmable thermostats will be installed at the following facility:

• Parks and Recreation Building

CITY HALL/CIVIC CENTER

A Schneider Electric BAS is to be installed with direct digital control of the new multi-zone air handling unit and the new dedicated outside air system (DOAS) serving it. Communicating network thermostats will be installed on the heat pumps and DX/Electric heat split systems. These new communicating network thermostats will replace the existing thermostatic control. The new thermostats will digitally control the equipment, contain an LCD display, and will provide remote scheduling. New electronic actuators will be provided and installed to replace the existing Modutrol outside/return air damper actuators on the units serving the original section of the building. New electronic actuators will also be provided and installed on the DOAS supply air dampers and multi-zone unit zone volume dampers. Push button overrides will be provided for all zones. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

DX Split Systems (Typical of 2)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Heating Command • Cooling Command • Outside Air Damper Position	• Space Temperature • Space Temperature Setpoint Adj. • Space Override • Mixed Air Temperature

Split System Heat Pumps (Typical of 3)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Auxiliary Heating Command • Compressor Command • Reversing Valve Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Dedicated Outside Air System	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Supply Fan Speed • DX Cooling Command (2) • DX Cooling Signal (2) • Electric Heat Command (4) • Outside Air Damper Command • Supply Air Damper Position* (2)	• Supply Fan Feedback • Supply Air Static Pressure • Supply Air Temperature • Space CO₂* (2)

* - Space CO₂ sensors and supply air dampers will be installed for the Auditorium and Chamber Room.

Multi-zone AHU	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Supply Fan Speed • DX Cooling Command (2) • DX Cooling Signal (2)	• Supply Fan Feedback • Supply Air Static Pressure • Supply Air Temperature • Return Air Temperature • Return Air Humidity
Zones (Typical of 5)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Zone Reheat Command* (2) • Zone Volume Damper Position	• Zone Temperature • Zone Temperature Setpoint Adj. • Zone Override • Zone Airflow CFM
Auditorium Spaces (Typical of 3)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Booster Fan Command	• Space Temperature

* - The zones serving the Auditorium and Chamber Room have 3 stages of heat each.

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable* • Exterior Lighting Enable/Disable	• Room Humidity** • Outside Air Temperature • Outside Air Humidity • Outside Air CO₂ • Building kW(h)

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

CHAMBER BUILDING

A Schneider Electric BAS is to be installed with communicating network thermostats on the heat pump units. These new communicating network thermostats will replace the thermostatic control of the existing units and will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communications to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Split System Heat Pump (Typical of 2)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Auxiliary Heating Command • Compressor Command (2) • Reversing Valve Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable*	• Room Humidity** • Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

COMMUNITY DEVELOPMENT

A Schneider Electric BAS is to be installed with direct digital control of the converted VVT rooftop units. New electronic actuators will be provided for the bypass dampers, supply air dampers, and zone dampers. A network thermostat will be provided for the DX split system. The new communicating network thermostat will replace the thermostatic control of the existing unit. The new thermostat will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

VVT Rooftop Units (Typical of 2)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Heating Command (2) • Cooling Command (2) • Outside Air Damper Command • Supply Air Damper Command • Bypass Damper Position	• Supply Air Temperature • Return Air Temperature • Supply Air Static Pressure
Terminal Boxes (Typical of 15)	
<i>Control Points</i>	<i>Monitoring Points</i>
• VAV Damper Position	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

DX Split System	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Cooling Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable*	• Room Humidity** • Outside Air Temperature • Building kW(h)

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

FIRE STATION

A Schneider Electric BAS is to be installed with enable/disable control of the seven unit heaters and two exhaust fans in the service bay area. Communicating network thermostats will be provided for the DX/Electric heat split systems. These new communicating network thermostats will replace the thermostatic control of the existing units. The new thermostats will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communications to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

DX Split Systems (Typical of 6)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Heating Command • Cooling Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Zone Control	
<i>Control Points</i>	<i>Monitoring Points</i>
• Zone Heating Enable/Disable • Zone Cooling Enable/Disable	• Zone Space Temperature • Zone Override

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable*	• Room Humidity** • Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

FOLEY LIBRARY

A Schneider Electric BAS is to be installed with direct digital control of the dedicated outside air system (DOAS) and communicating network thermostats on the split system heat pumps. These new communicating network thermostats will replace the thermostatic control of the existing units. The new thermostats will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communications to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Split System Heat Pumps (Typical of 7)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Auxiliary Heating Command • Compressor Command • Reversing Valve Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Dedicated Outside Air System	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Cooling Command (2) • Heating Command (2) • Hot Gas Reheat Signal • Outside Air Damper Position	• Supply Fan Status • Supply Air Temperature • Supply Air Humidity

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable*	• Room Humidity** • Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

JUSTICE CENTER

A Schneider Electric BAS will replace the existing Trane Tracer System, and is to be installed with communicating network thermostats on the existing rooftop units. These new communicating network thermostats will replace the existing thermostatic control of the existing units. The new thermostats will digitally control the equipment, contain an LCD display, and will provide remote scheduling. The BAS will also enable/disable the domestic hot water pump and the new mini-split in for the kitchen equipment room. Push button overrides will be provided for all zones. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Rooftop Units (Typical of 12)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Heating Command • Cooling Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Mini-Split Zone Control	
<i>Control Points</i>	<i>Monitoring Points</i>
• Zone Enable/Disable	• Zone Space Temperature

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable* • Domestic Hot Water Pump Enable/Disable	• Room Humidity** • Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

PUBLIC WORKS

A Schneider Electric BAS is to be installed with enable/disable control of the three unit heaters in the service bay area. A communicating network thermostat will be provided for the DX/Gas heat split system. The new communicating network thermostat will replace the thermostatic control of the existing unit and will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communications to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

DX Split System	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Heating Command • Cooling Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Zone Control	
<i>Control Points</i>	<i>Monitoring Points</i>
• Zone Heating Enable/Disable	• Zone Space Temperature • Zone Override

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
Exhaust Fan Enable/Disable*	- Room Humidity** - Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

SENIOR CENTER

A Schneider Electric BAS is to be installed with communicating network thermostats on the heat pump and DX/Electric heat split system. These new communicating network thermostats will replace the thermostatic control of the existing units. The new thermostats will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communications to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

DX Split System	
<i>Control Points</i>	<i>Monitoring Points</i>
- Supply Fan Command - Heating Command - Cooling Command	- Space Temperature - Space Temperature Setpoint Adj. - Space Override

Split System Heat Pump	
<i>Control Points</i>	<i>Monitoring Points</i>
- Supply Fan Command - Auxiliary Heating Command - Compressor Command - Reversing Valve Command	- Space Temperature - Space Temperature Setpoint Adj. - Space Override

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
Exhaust Fan Enable/Disable*	- Room Humidity** - Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

TRAIN DEPOT

A Schneider Electric BAS is to be installed with communicating network thermostats on the heat pump and DX/Electric heat split systems. These new communicating network thermostats will replace the thermostatic control of the existing units. The new thermostats will digitally control the equipment, contain an LCD display, and will provide remote scheduling. Push button overrides will be provided for all zones. Communications to the central workstation will be provided through the district's wide area network.

Control parameters are as follows:

DX Split Systems (Typical of 3)	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Heating Command • Cooling Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Split System Heat Pump	
<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Auxiliary Heating Command • Compressor Command • Reversing Valve Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable*	• Room Humidity** • Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by Schneider Electric.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by Schneider Electric.

PARKS AND RECREATION BUILDING

This facility will not have a BAS installed that will communicate with the central workstation. Control of this facility will be by stand-alone programmable thermostats (2) on the unit heaters. There are six unit heaters, three on each side. There will be one thermostat on each side, with each thermostat controlling three unit heaters.

EXCLUSIONS

The following items are excluded from ESCO's scope of work:

1. Asbestos abatement of any kind.
2. Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.
3. Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. ESCO will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the customer. ESCO will create an EDR (equipment deficiency report) to give customer written notification if such equipment or devices are found.
4. ESCO will not add or control any window units via the building automation system.
5. ESCO will not control any self-contained units (units with integral control, not for remote control) via the building automation system.

6. Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the building automation system.
7. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
8. ESCO will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
9. If equipment/devices controlled by the existing BAS are not in the Scope of Work, ESCO is not responsible for their functionality.
10. Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
11. ESCO will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of ESCO.
12. ESCO will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project.
13. ESCO will not be responsible for remotely controlling the HVAC equipment located in buildings without WAN/LAN network communication. These buildings will operate stand-alone until the WAN/LAN network communication has reached them and is operational.
14. Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
15. Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
16. Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) will be performed by the owner.
17. Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
18. Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by ESCO); the total demolition will be the responsibility of the owner, unless otherwise stated.
19. BAS operation is dependent on Fiber Project Installation. The Fiber project is not included in this contract and it is the CUSTOMER's responsibility to have the Fiber network in place before BAS system can be fully operational and communicate to the centralized PC. If Fiber is not installed by completion of the project, savings will be adjusted.
20. Troubleshooting of system will require additional resources and costs if the Fiber installation is not functional by the completion of the project.
21. CUSTOMER will assign a specific person to run BAS, which include maintaining schedules.

2. LIGHTING AND CONTROLS RETROFITS

ESCO will be performing lighting retrofits and occupancy sensor installation at the following Customer facilities.

• Airport • Chamber Building • City Hall/Civic Center • Community Development • Fire Station • Justice Center • Library	• Parks and Recreation • Public Works • Rose Trail • Senior Center • Train Depot • Max Griffin Park • Aaronville Park • Mel Roberts Park • Foley Sports Complex/Soccer Fields
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Lighting will be upgraded as detailed below, improving overall color rendering and lighting efficacy. Light levels will be brought into compliance with Illuminating Engineering Society (IES) standards wherever possible. Occupancy sensors will be installed in areas receiving new fixtures (not retrofits) as designated by Building Energy Code. Sensor location and type is determined by the space operation and savings opportunity.

AIRPORT

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace exterior HID wall packs with LED wall packs
- Replace parking lot lamps with new LED lamps

CHAMBER BUILDING

- Retrofit existing T-12 fluorescent fixtures with high color rendering LED lamps and fixtures
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms) and select offices.
- Retrofit incandescent candelabra lamps with LED lamps
- Retrofit incandescent exterior lamps with compact fluorescent lamps

CITY HALL/CIVIC CENTER

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Replace incandescent fixtures in auditorium with LED fixture kits
- Replace Council Chamber and Conference Room incandescent lamps with LED lamps
- Install vending miser controls on vending machines
- Replace incandescent exit signs with LED exit signs
- Day lighting control in City Hall lobby
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms) and select offices.
- Retrofit mushroom post top fixtures with new LED dimming post top on existing pole
- Retrofit parking lot lamps with new LED lamps
- Retrofit exterior HID lighting lamps with compact fluorescent and LED lamps

COMMUNITY DEVELOPMENT

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Replace incandescent exit signs with LED exit signs
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms)
- Install vending miser controls on vending machines

FIRE STATION

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace HID with high bay fluorescent fixtures with occupancy sensors
- Replace incandescent exit signs with LED exit signs
- Replace incandescent lamps with compact fluorescent lamps and LED lamps
- Occupancy sensors in areas of intermittent use (break rooms, restrooms, workrooms)
- Retrofit exterior HID lighting lamps with compact fluorescent and LED lamps

JUSTICE CENTER

- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with LED lamps in lobby and communications
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms)
- Install vending miser controls on vending machines
- Retrofit HID exterior lighting lamps with LED lamps

LIBRARY

- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms)
- Retrofit HID exterior lighting lamps with LED lamps
- Retrofit decorative pole HID lamps with LED lamps

PARKS AND RECREATION

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Replace HID with high bay fluorescent fixtures

PUBLIC WORKS

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent exit signs with LED exit signs
- Replace HID with high bay fluorescent fixtures
- Retrofit HID exterior lighting lamps with LED lamps
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms)

ROSE TRAIL

- Retrofit decorative pole HID lamps with LED lamps
- New time clocks

SENIOR CENTER

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts

- Replace incandescent lamps with compact fluorescent lamps
- Replace incandescent exit signs with LED exit signs
- Retrofit ballroom incandescent lamp with LED fixture
- Occupancy sensors in select areas of intermittent use (break rooms, restrooms, workrooms)
- Retrofit exterior HID lighting lamps with incandescent and LED lamps

TRAIN DEPOT

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Replace incandescent track lighting with LED lamps
- Replace incandescent exit signs with LED exit signs
- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Occupancy sensors in areas of intermittent use (break rooms, restrooms, workrooms)
- Retrofit exterior HID lighting lamps with LED lamps

MAX GRIFFIN PARK

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Occupancy sensors in areas of intermittent use (break rooms, restrooms, workrooms)
- Retrofit exterior HID lighting lamps with LED lamps
- Retrofit decorative pole HID lamps with LED lamps

*Excludes all field, sports, court, playground and performance lighting.

AARONVILLE PARK

- Replace incandescent lamps with compact fluorescent lamps
- Retrofit exterior HID lighting lamps with LED lamps

*Excludes all field, sports, court, playground and performance lighting.

MEL ROBERTS PARK

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Occupancy sensors in areas of intermittent use (break rooms, restrooms, workrooms)

*Excludes all field, sports, court, playground and performance lighting.

FOLEY SPORTS COMPLEX AND SOCCER PARK

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Replace incandescent lamps with compact fluorescent lamps
- Occupancy sensors in areas of intermittent use (break rooms, restrooms, workrooms)
- Retrofit exterior HID lighting lamps with LED lamps
- Retrofit decorative pole HID lamps with LED lamps

*Excludes all field, sports, court, playground and performance lighting.

EXCLUSIONS

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.

2. Additional labor cost due to restriction of allowable work hours.
3. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
4. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
5. Hazardous materials testing and abatement not specified in the Scope of Work.
6. Excludes all field, sports, court, playground and performance lighting.
7. Lighting system retrofits on the following lamps, ballasts, or fixtures, unless specified in scope of work:
 - a. Incandescent fixtures as follows:
 - b. On dimmers
 - c. Where heat, fixture size, or photometrics prevent compact fluorescent application
 - d. With low burn hours
 - e. In decorative applications
8. Fluorescent fixtures with existing T5 or T8 lamps and/or electronic ballasts, unless noted
9. Circline fluorescents.
10. Existing compact fluorescent fixtures
11. 1', 2', 3', and 6' fluorescents.
12. HO and VHO fluorescents.
13. F48T12 (Instant Start Slimline) fluorescents.
14. 3" spread U-tube fluorescents.
15. High intensity discharge fixtures.
16. Exit signs as follows:
17. Fluorescent exits
18. Edge-lit signs
19. Incandescent which will not accommodate LED retrofit unit
20. Existing LED exit signs
21. Abandoned fixtures.
22. Task lighting on modular furniture.
23. Black light and aquarium lighting.
24. Exterior lights on/near buildings or in parking lots
25. Dimming systems and associated fixtures unless specified in the Scope of Work.
26. Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
27. Support mechanisms and housings of fixtures.
28. Sockets.
29. Lenses not specified in the Scope of Work.
30. Fluorescent lamp protective sleeves not specified in the Scope of Work.
31. Fixture protective covers.
32. Fluorescent fixture tombstones not specified in the Scope of Work.
33. Switches, twist timers, and breakers will not be replaced.
34. Switch plates will not be replaced.
35. Electrical wiring except that required for ballast replacement in the fixture.
36. Time clocks associated with existing lighting fixtures not specified in the Scope of Work.
37. Lighting fixtures will not be replaced unless specified in the Scope of Work.
38. Lighting fixtures will not be relocated unless specified in the Scope of Work.

3. MECHANICAL

ESCO will be installing mechanical and electrical projects at the following Customer facilities:

• Chamber Building • City Hall/Civic Center	• Community Development • Justice Center
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CHAMBER BUILDING

The scope of work at the Chamber Building is to replace the existing antiquated split systems with new efficient units utilizing R-410A refrigerant. The Chamber Building is current conditioned with two heat pump split systems that are inefficient and operating in a manner that is detrimental to performance.

1. Demo existing fan coil, refrigerant piping and outdoor condensing unit.
2. Demo existing condensing unit pads
3. Provide new condensing unit pads
4. Install new high efficiency heat pump units with electric supplemental heating
5. Install new fan powered boxes in attic, refrigerant piping and outside air duct through roof penetration
6. Reuse existing supply and return ductwork
7. Provide new bathroom exhaust fans through roof penetration
8. Includes required electrical to complete mechanical scope of work
9. Scope of work will require downtime of the HVAC system and heating/cooling in these spaces will be inoperable. Special coordination with the facility occupants and operations will be required as to minimize space disruption.

CITY HALL/CIVIC CENTER

The scope of work at the Civic Center is to replace the existing five single zone air handlers located in the exterior mechanical room near the rear of the Civic Center with a single variable air volume air handler with zone control dampers. The new system will include variable refrigerant control and a dedicated outside air system for accurate space humidity control.

1. Demo existing air handlers, electric heaters in mechanical room
2. Demo existing condensing units 1 through 5 and partial concrete PAD for new electrical and refrigerant line installation.
3. Domestic Hot Water Heater to remain in place
4. Install new Air Handler Unit
5. Install new dedicated outside air unit (DOAS)
6. Install new condensing units and repair PAD and ground work for electrical and refrigerant piping installation
7. Reuse existing space supply and return duct
8. Provide and install new zone dampers
9. Includes required electrical to complete mechanical scope of work
10. Scope of work will require downtime of the HVAC system and heating/cooling in these spaces will be inoperable. Special coordination with the facility occupants and operations will be required as to minimize space disruption.

COMMUNITY DEVELOPMENT

The scope of work at the Community Development buildings is to replace the existing failed ductwork and associated disabled dampers and replace with new ductwork and properly installed zone dampers.

1. Demo existing on 1st Floor, 2nd Floor and Attic ductwork
2. Existing sheet metal supply and return duct risers connected to the units to remain

3. Existing roof top units to remain
4. Install new externally wrapped ductwork on 1st floor, 2nd floor and Attic
5. Reuse existing diffusers where possible
6. Reuse existing ceiling tile
7. Provide and install new control dampers
8. Balance existing roof top units
9. Reuse existing smoke detectors
10. Scope of work will require downtime of the HVAC system and heating/cooling in these spaces will be inoperable. Special coordination with the facility occupants and operations will be required as to minimize space disruption.

JUSTICE CENTER

The scope of work at the Justice Center is to provide new split system for supplemental cooling in the kitchen refrigerated storage area.

1. Provide indoor wall mounted cooling only cassette on wall
2. Provide new condensing unit on the roof
3. Includes required electrical to complete mechanical scope of work

EXCLUSIONS

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Salvage materials are designated to the ESCO.
3. Additional labor cost due to restriction of allowable work hours.
4. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
5. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
6. Hazardous materials testing and abatement not specified in the Scope of Work.
7. Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
8. Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
9. Commissioning of existing systems not identified in these documents as included in the Scope of Work.
10. Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
11. Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
12. Waste disposal other than that required to accomplish the Scope of Work.
13. Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
14. The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period.
15. The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
16. Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
17. Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
18. Fees for third party engineers acting as Customer's agent.
19. As-built drawings will be provided. If provided, hardcopy drawings will be provided in full/half size format (1 copy) as well as digital (pdf) format on disk (1 copy).
20. Water treatment equipment not specified in the Scope of Work.

21. Structural modifications not specified in the Scope of Work.
22. Building envelope modifications not specified in the Scope of Work.
23. Replacement of ductwork and diffusers not specified in the Scope of Work.
24. Replacement of piping not specified in the Scope of Work.
25. Ductwork and piping insulation not specified in the Scope of Work.
26. Electrical systems not specified in the Scope of Work.
27. Equipment replacement and their components not specified in the Scope of Work
28. Changes to the design intent to include additional operation of system to reduce humidity or include extra conditioning will require adjustments in savings calculations.

4. VOIP

This scope of work applies to the following phone accounts provided by the CUSTOMER:

• Chamber Building (Convention and Visitor) • City Hall/Civic Center (General Govern, Municipal Complex, Maintenance) • Library (Library) • Train Depot (RR Museum Depot)	• Community Development (Engineering, Recreation Department, Inspection Department) • Senior Center (Senior Citizen) • Parks and Recreation (Parks Dept) • Fire Station (Fire Dept) • Public Works (Public Works)
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This scope of work includes the installation of Voice over IP (VoIP) system at the above locations/account names as provided by the CUSTOMER.

1. The main server will be installed at Justice Center with backup.
2. As specified by the customer, no additional backups provided to the system outside the Justice Center.
3. There will be 135 Polycom 335 VoIP phones provided. Customer provided this amount to Ricoh for project pricing.
4. There will be 20 Polycom 550 VoIP phones provided. Customer provided this amount to Ricoh for project pricing.
5. There will be 4 Polycom 6000 Conference VoIP phones provided. Customer provided this amount to Ricoh for project pricing.
6. There will be 4 Polycom 5000 VoIP phones provided. Customer provided this amount to Ricoh for project pricing.
7. There will be 20 Plantronic Headsets and Telephone Switch Hooks provided. Customer provided this amount to Ricoh for project pricing.
8. ESCO has communicated with Harbor Communications for estimates on future pricing of phone services for savings estimate calculations.
9. First year of maintenance is included in the project. Additional years can be purchased directly with Ricoh. CUSTOMER requested to exclude future services with Ricoh in this project to keep as a normal budget line item.
10. CUSTOMER is responsible for coordination with ESCO to perform changeover of telephone system to VoIP. Facilities will require changeovers during extended breaks and holidays. The phone systems in facilities may be down during this transition.
11. VoIP system operation is dependent on Fiber Project Installation. The Fiber project is not included in this contract and it is the CUSTOMER's responsibility to have the Fiber network in place before VoIP system can be installed and operational.

EXCLUSIONS

The following items are excluded from ESCO's scope of work:

1. This scope of work does not include any phone systems in auxiliary buildings that are not connected to the network.
2. It is the customer's responsibility to maintain phone service in these areas. Charges from the telephone company will apply.
3. Customer will maintain one analog line and necessary fax analog lines at the facilities. Current estimate is 15 total lines.

5. SOLAR

This scope of work applies to the following locations:

• Chamber • City Hall/Civic Center	• Library
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1. This scope includes the installation of 10.5 kW solar panel system on the roof of City Hall
2. Solar wire home runs will be run to electrical room in the main hallway near office.
3. Solar inverters will be installed in electrical room and connected to existing system.
4. Solar system production Dashboard is accessible from website access on the network with assigned viewing privileges. Access will be provided from website address.
5. 2 Solar Kiosks will be provided to display:
 - a. Solar Production
 - b. City of Foley Information
 - c. Energy Project Information
 - d. Project Performance (updated bi-annually while under PASS contract).
6. 20 years of website hosting is provided for the above kiosks.
7. Kiosks are set to be installed at Library and Chamber Building

EXCLUSIONS

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Salvage materials are designated to the ESCO.
3. Additional labor cost due to restriction of allowable work hours.
4. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
5. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
6. Hazardous materials testing and abatement not specified in the Scope of Work.
7. Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
8. Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
9. Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
10. Waste disposal other than that required to accomplish the Scope of Work.
11. Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
12. The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period.
13. Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
14. Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
15. Fees for third party engineers acting as Customer's agent.
16. As-built drawings will be provided. If provided, hardcopy drawings will be provided in full/half size format (1 copy) as well as digital (pdf) format on disk (1 copy).
17. Structural modifications not specified in the Scope of Work.
18. Electrical systems not specified in the Scope of Work.
19. Excludes all damage and performance limitations considered Acts of God.

6. WATER RETROFITS

ESCO will be performing water retrofits at the following Customer facilities.

• Chamber Building • City Hall/Civic Center • Community Development • Fire Station • Justice Center • Library • Public Works • Senior Center • Train Depot	• Aaronville Park • Beulah Park • Heritage/John B. Foley Park • Foley Sports Complex/Soccer Fields • Max Griffin Park • Mel Roberts Park
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CHAMBER BUILDING

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing shower heads will be retrofitted to 1.5 gpm.
- Ice machine efficiency improvement installed on ice machines

*Existing low flow fixtures in good operation are not included in scope of work

CITY HALL/CIVIC CENTER

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing Kitchen faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 1.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work.

COMMUNITY DEVELOPMENT

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing Kitchen faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 1.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

FIRE STATION

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.

- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing shower heads will be retrofitted to 1.5 gpm.
- Ice machine efficiency improvement installed on ice machines

*Existing low flow fixtures in good operation are not included in scope of work.

JUSTICE CENTER

- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing shower heads will be retrofitted to 1.5 gpm.
- Ice machine efficiency improvement installed on ice machines

*Existing low flow fixtures in good operation are not included in scope of work

LIBRARY

- Existing child water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing Kitchen faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 1.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

PUBLIC WORKS

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

SENIOR CENTER

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

TRAIN DEPOT

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

AARONVILLE PARK

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing shower heads will be retrofitted to 1.5 gpm.
- Ice machine efficiency improvement installed on ice machines

*Existing low flow fixtures in good operation are not included in scope of work.

BEULAH PARK

- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

HERITAGE & JOHN FOLEY PARK

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.

*Existing low flow fixtures in good operation are not included in scope of work

FOLEY SPORTS COMPLEX/SOCCER FIELDS

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing Kitchen faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 1.5 gpm.
- Ice machine efficiency improvement installed on ice machines

*Existing low flow fixtures in good operation are not included in scope of work.

MAX GRIFFIN PARK

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
- Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
- Existing shower heads will be retrofitted to 1.5 gpm.
- Ice machine efficiency improvement installed on ice machines

*Existing low flow fixtures in good operation are not included in scope of work.

MEL ROBERTS PARK

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced
 - Existing handicap floor mounted water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced.
 - Existing urinal flush valves will be replaced with a low flow flush valve. The urinal china will NOT be replaced.
 - Existing faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5 gpm.
 - Existing Kitchen faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 1.5 gpm.
 - Ice machine efficiency improvement installed on ice machines
- *Existing low flow fixtures in good operation are not included in scope of work.

EXCLUSIONS

The following items are excluded from ESCO'S scope of work:

1. Existing low flow fixture that cannot be retrofitted for improved performance are excluded from scope of work.
2. Night/holiday work unless otherwise specified in the Scope of Work.
3. Additional labor cost due to restriction of allowable work hours.
4. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
5. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
6. Hazardous materials testing and abatement not specified in the Scope of Work.
7. Floor tile and other floor covering repairs.
8. Repair of pre-existing water damaged floors and/or surfaces.
9. Wall tile and other wall covering repairs.
10. Architectural and/or access modifications for Americans with Disabilities Act (ADA) compliance.
11. Non-water consuming bathroom fixtures such as toilet paper or soap dispensers.
12. ADA fixture heights for toilet room(s) for single occupant(s) accessed through a private office and not for common use or public use.
13. Supply piping beyond individual fixture isolation valve or stop.
14. Clogs in newly installed equipment due to deteriorated piping or debris from the water supply.
15. Drainage and/or sewer piping.
16. Repair and replacement of supply water riser/isolation valves.
17. Operation of supply water riser/isolation valves that are required to turn water off to areas where retrofits are scheduled.
18. Faucet and/or faucet stem leaks not identified in the Scope of Work.
19. Leaking and/or faulty angle stops.
20. Hose bib leaks not identified in the Scope of Work.
21. Repair of existing basins or leaking parts in shower handles, diverter, or tempering valves for showers.
22. Any fixture or fixture part not specified in the Scope of Work.
23. Water closet flanges unless specified in the Scope of Work.
24. Wall mounted carriers for water closets, sinks, and urinals.
25. No drawings applicable to water conservation will be included unless otherwise specified in the Scope of Work.
26. Damage to installed equipment if found to be due to fluctuations in system pressure or due to turning off the water supply.

7. IRRIGATION IMPROVEMENTS

ESCO will be performing the following irrigation improvements:

RAIN WATER HARVESTING

- | | |
|--|--|
| <ul style="list-style-type: none">• Chamber Building | |
|--|--|

A rain water harvesting system will be installed at the Chamber Building to capture rain water from the roof and water the front flower beds.

1. Install new gutters and downspouts on the front of the building.
2. Install four new decorative rain water collection tanks for water storage and associated pumping
3. Install new drip irrigation system in flower beds
4. Connect drip irrigation system to rain water collection system
5. System will be connected to city water when stored rain water is not available

IRRIGATION WELL

- | | |
|--|--|
| <ul style="list-style-type: none">• Foley Sports Complex/Soccer Park | |
|--|--|

This scope item will install a well for the Soccer Park at the Foley Sports Complex to provide the source of water for the irrigation systems that serve the soccer fields.

1. Well is located near the soccer fields
2. Drill up to 400 ft well that will produce 35 GPM flow rate for the irrigation systems.
3. Provide well housing and pump design similar to the well serving the sports complex
 - a. Any housing or cover put over the well is not ESCO responsibility to maintain and must allow for ease of servicing to the pump. Roof removal is the CUSTOMER responsibility.
4. Well system does not include a water retention pond
5. Includes backflow preventer if system is desired/allowed to maintain connection to city water line
6. Includes connection of well to existing irrigation system. New irrigation piping and heads are not included
7. ESCO is not responsible for any shortages of performance if the water table is dropped due to drought.
8. ESCO is not responsible for any shortages of water if CUSTOMER decides to exceed current water practices. Water practices will be based on well performance to meet current irrigation flow rates. Irrigation system should not over exceed typical run times and run well dry

WEATHER IRRIGATION CONTROLLERS

This scope of work includes the installation of WeatherTRAK Smart Irrigation Management on the following water irrigation accounts.

• H/PK Events • Sprinkler Sys • Foley Library • Rose/Bike Path • 98 & Pine Hort • A-vill Irrigat • Jessamine	• Pride Dr/Sprinkler • Foley Sports Complex
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1. The

weather irrigation controllers, Weather TRAK LC Central Controller, will replace the existing irrigation controllers.

2. Rain sensors are included
3. Provides central location dashboard viewing and station level programming
4. Does not include modifications to existing irrigation systems

EXCLUSIONS

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Additional labor cost due to restriction of allowable work hours.
3. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
4. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
5. Hazardous materials testing and abatement not specified in the Scope of Work.
6. Repair of pre-existing water damaged surfaces.
7. Wall tile and other wall covering repairs.
8. Clogs in newly installed equipment due to deteriorated piping or debris from the water supply.
9. Drainage and/or sewer piping.
10. Repair and replacement of supply water riser/isolation valves.
11. Operation of supply water riser/isolation valves that are required to turn water off to areas where retrofits are scheduled.
12. Hose bib leaks not identified in the Scope of Work.
13. Any fixture or fixture part not specified in the Scope of Work.
14. No drawings applicable to water conservation will be included unless otherwise specified in the Scope of Work.
15. Damage to installed equipment if found to be due to fluctuations in system pressure or due to turning off the water supply.

8. ONSITE SODIUM HYPOCHLORITE GENERATION

ESCO will be installing a pool treatment system following Customer facilities.

• Max Griffin Park	
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This scope of work includes the installation of an on-site sodium hypochlorite generation system for the Max Griffin pool. This system will reduce the need to purchase and store chlorine chemicals to treat the pool. On-site hypochlorite is a dilute form of disinfectant compared to chlorine gas or concentrated commercial hypochlorite. The costs for on-site generation include electricity, salt and water.

EXCLUSIONS

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Additional labor cost due to restriction of allowable work hours.
3. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
4. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
5. Hazardous materials testing and abatement not specified in the Scope of Work.
6. Repair of pre-existing water damaged surfaces.
7. Wall tile and other wall covering repairs.
8. Clogs in newly installed equipment due to deteriorated piping or debris from the water supply.
9. Drainage and/or sewer piping.
10. Repair and replacement of supply water riser/isolation valves.
11. Operation of supply water riser/isolation valves that are required to turn water off to areas where installation scheduled.
12. Hose bib leaks not identified in the Scope of Work.
13. Any fixture or fixture part not specified in the Scope of Work.
14. No drawings applicable to water conservation will be included unless otherwise specified in the Scope of Work.
15. Damage to installed equipment if found to be due to fluctuations in system pressure or due to turning off the water supply.

SCHEDULE B: PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

This Performance Assurance Support Services Agreement (this "PASS Agreement"), is by and between Schneider Electric Buildings Americas, Inc. ("ESCO"), and City of Foley, Alabama ("Customer"). To the extent that the terms and conditions in this PASS Agreement conflict with the terms and conditions in the Contract, the terms and conditions of this PASS Agreement shall control. Any capitalized terms used and not defined herein are as defined in the Contract.

CITY OF FOLEY, ALABAMA

Schneider Electric Buildings Americas, Inc.

By	_____	By	_____
	(Signature)		(Signature)
Print Name	John Koniar	Print Name	_____
Title	Mayor, City of Foley, Alabama	Title	_____
Date	_____	Date	_____

A. TERM

This PASS Agreement shall commence at the Savings Guarantee Commencement Date and continue for two (2) years (the "Initial Term") and shall automatically renew for additional one (1) year periods thereafter. After the Initial Term, Customer may terminate this PASS Agreement at any time prior to thirty (30) days to the end of the then current term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AS OF THE EFFECTIVE TERMINATION DATE OF THE PASS AGREEMENT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

B. SERVICE SCOPE AND PAYMENT

ESCO shall provide the Performance Assurance Support Services (the "Services") to Customer as set forth in Exhibit A, Section 1 during the Initial Term.

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) continue with the same level of Services as set forth in the previous term, (2) change the Services level by selecting one or more of the options as set forth in Exhibit A, Section 2 of this PASS Agreement, or (3) terminate this PASS Agreement and the Performance Guarantee in accordance with the termination provisions contained herein.

The available Services options may be amended from time to time at the sole discretion of ESCO.

1. After the Initial Term, the prices set forth in Exhibit A shall be adjusted upwards annually in

accordance with the increase in Consumer Price Index ("CPI").

2. After the Initial Term, payment for each year's PASS Agreement is due within thirty (30) days of the start of that year's term. ESCO reserves the right to add 1.5% per month to any balance due beyond thirty (30) days of invoice date. Customer acknowledges and understands that all charges are exclusive of any applicable federal, state, or local use, excise, sales taxes or similar fees whether charged to or against ESCO or Customer for the Services. Customer may utilize purchase orders for ease of administration and ordering purposes in implementation of this PASS Agreement (to include: specific products or services, scope of work, quantities, price and delivery terms only), however, no pre-printed, additional, inconsistent or different terms contained or referenced in such purchase order shall have any force or effect, it being the intent of the parties that the terms of this PASS Agreement shall apply.

C. ACCESS

Services provided under this PASS Agreement will be performed during normal working hours (normal working hours shall mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO holidays) unless specifically stated otherwise in the PASS Agreement. However, ESCO may have the need to access Customer facilities during non-normal working hours and on holidays in order to identify and troubleshoot energy savings issues. Therefore, Customer will provide and permit ESCO reasonable access to Customer's facility and equipment to the extent necessary for ESCO'S personnel to perform the Services. Customer shall also provide access to key personnel to discuss facility operating requirements. ESCO will use commercially reasonable efforts to minimize any disturbance with Customer's operations while providing the Services.

D. RELATIONSHIP

Customer and ESCO are independent contracting parties. Nothing in this PASS Agreement shall be construed to make either party or any of its employees, the partner, joint venturer, agent, or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party. As an independent contractor, the mode, manner, method and means employed by ESCO in the performance of the terms and conditions of this PASS Agreement shall be of ESCO'S selection and under the sole control and direction of ESCO. Under the terms of this PASS Agreement, neither Customer nor any company in which it owns a controlling interest shall be required to furnish ESCO or any of its employees with any benefits, including but not limited to severance benefits, unemployment compensation or worker's compensation.

E. INSURANCE

Customer and ESCO shall each maintain insurance coverage, including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry and operations with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

F. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF ESCO WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY DELIVERABLE FURNISHED HEREUNDER

SHALL NOT EXCEED THE PRICE PAID FOR THE SERVICE PERFORMED THAT GIVES RISE TO THE CLAIM ON WHICH SUCH LIABILITY IS BASED.

G. EXCUSABLE DELAY

Any delay or failure of either party to perform its obligations hereunder (with the exception of payment) shall be excused, and time to perform extended, and shall not be held liable if and to the extent that the delay or failure to perform is caused by an event or occurrence beyond the reasonable control of the party whose performance is interfered with, and without its fault or negligence and which by the exercise of due diligence, said party is unable to prevent.

H. SUCCESSORS

Neither this PASS Agreement nor any rights arising hereunder may be assigned, pledged, transferred or hypothecated by ESCO without the consent of Customer; such consent cannot be unreasonably withheld. No Work performed pursuant to this PASS Agreement may be subcontracted in whole or in part by ESCO without the prior written consent of Customer; such consent cannot be unreasonably withheld.

I. ENTIRE AGREEMENT

This PASS Agreement sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This PASS Agreement may not be altered or modified in any way except by written instrument signed by a duly authorized representative of each party.

J. SEVERABILITY

If any provision of this PASS Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

K. GOVERNING LAW

This PASS Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Services are to be performed, without regard to its choice of law provisions. Venue shall be in the federal, state or municipal courts serving the county in which the Services are performed.

SCHEDULE C: PERFORMANCE GUARANTEE

The Performance Guarantee provided by ESCO will be as follows:

Year	Measured Savings	Non-Measured Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
1	\$54,279	\$98,480	\$152,759	\$152,759
2	\$55,907	\$101,434	\$157,342	\$310,101
3	\$57,585	\$104,477	\$162,062	\$472,163
4	\$59,312	\$107,612	\$166,924	\$639,087
5	\$61,091	\$110,840	\$171,932	\$811,018
6	\$62,924	\$114,165	\$177,090	\$988,108
7	\$64,812	\$117,590	\$182,402	\$1,170,510
8	\$66,756	\$121,118	\$187,874	\$1,358,384
9	\$68,759	\$124,752	\$193,511	\$1,551,895
10	\$70,822	\$128,494	\$199,316	\$1,751,211
11	\$72,946	\$132,349	\$205,295	\$1,956,506
12	\$75,135	\$136,319	\$211,454	\$2,167,960
13	\$77,389	\$140,409	\$217,798	\$2,385,758
14	\$79,711	\$144,621	\$224,332	\$2,610,090
15	\$82,102	\$148,960	\$231,062	\$2,841,151
16	\$84,565	\$153,429	\$237,994	\$3,079,145
17	\$87,102	\$158,031	\$245,133	\$3,324,278
18	\$89,715	\$162,772	\$252,487	\$3,576,766
19	\$92,406	\$167,656	\$260,062	\$3,836,828
20	\$95,179	\$172,685	\$267,864	\$4,104,692
Total	\$1,458,497	\$2,646,194	\$4,104,692	\$4,104,692

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED AS OF THE EFFECTIVE TERMINATION DATE OF THE PASS AGREEMENT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

The procedure used to calculate savings is described in Schedule D.

GUARANTEED SAVINGS RECONCILIATION

Customer, if required, will send ESCO all necessary utility or energy data as set forth in Schedule E herein. Within sixty (60) days of receipt of such information for the previous Guarantee Year, ESCO will determine the Actual Savings for such Guarantee Year hereafter defined as "Savings Reconciliation".

In the event the Actual Savings are less than the Guaranteed Savings for the corresponding twelve (12) months, ESCO will pay Customer the difference between the Annual Savings Guarantee and the Actual Savings for the corresponding twelve (12) months. ESCO will make payments for any savings shortfall to Customer within thirty (30) days of that year's Savings Reconciliation. In the event that there are any Excess Savings, such Excess Savings shall be used to offset any payments made by ESCO with respect to any shortfall.

If ESCO has written a savings shortfall check to Customer, and later Actual Savings exceed the Performance Guarantee to date, Customer will reimburse ESCO up to the amount of ESCO'S shortfall check(s), to the extent that the shortfall is made up by Excess Savings.

SCHEDULE D: MEASUREMENT & VERIFICATION PLAN

PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Schedule C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Facility	Annual Projected Savings		
	Consumption	Demand	Units
City Hall	161,943	443	kWh, kW
Community Development	51,583	121	kWh, kW
Library	78,238	50	kWh, kW
Senior Center	16,966	67	kWh, kW
Train Depot	7,306	22	kWh, kW
Justice Center	42,239	79	kWh, kW
Chamber of Commerce	2,233	14	kWh, kW
Fire Hall	57,373	210	kWh, kW
Parks and Recreation	3,921	13	kWh, kW
Public Works	40,519	102	kWh, kW
Airport Hangers	14,511	11	kWh, kW
Max Griffin Park	13,202	13	kWh, kW
Arronville Park	9,233	27	kWh, kW
Cedar Street Park	1,664	8	kWh, kW
Foley Sports Complex	68,844	6	kWh, kW
Ralph Schumacher Park	439	1	kWh, kW
Rose Trail	37,504	0	kWh, kW

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.

ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below ("Baseline Energy Rates") with 3% annual escalation, or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type.

Utility Company:	Riviera Utilities		
Rate Schedule:	General Service w/ Demand > 50kW		
Component	Charge	Unit	Description
Demand - First Tier	\$6.554	BkW	Applies to the first 1000 BkW.
Demand - Second Tier	\$6.254	BkW	Applies to all BkW over 1000 kW.
Energy - First Tier	\$0.0787	kWh	Applies to the first 300,000 kWh billed.
Energy - Second Tier	\$0.0652	kWh	Applies to all billed kWh over 300,000 kWh.
Energy Cost Adjustment	\$0.0059671	kWh	Applies to all billed kWh.
State Utility Tax	4.0%	N/A	Applies to all of the charges above.
Determination of Billed kW:	The greater of the metered kW in the current billing period or 75% of the maximum metered kW in the preceding 11 months.		

Utility Company:	Riviera Utilities		
Rate Schedule:	General Service w/o Demand		
Component	Charge	Unit	Description
Customer Charge	\$15.75	N/A	Applied per billing period.
Energy Charge	\$0.1052	kWh	Applies to all billed kWh.
Energy Cost Adjustment	\$0.0059671	kWh	Applies to all billed kWh.
State Utility Tax	4.0%	N/A	Applies to all charges above

COMMON ECM ASSUMPTIONS

WEATHER DATA SOURCE

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at FL, Pensacola (PNS). In the event the specified weather station is deactivated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer's approval.

ANNUAL CALENDAR OF EVENTS

Provided below is a table summarizing the annual calendar of events that will be used as a basis in calculations, unless otherwise specified. In the event that there are any changes or deviations to this annual calendar, an appropriate adjustment will be made in accordance with the "Adjustment Schedule" set forth in Schedule E.

Date(s)	Event	Date(s)	Event
1/2	New Years Day	9/3	Labor Day
1/16	Martin Luther King Jr. Day	10/8	Columbus Day
2/20	President's Day	11/12	Veterans Day
5/28	Memorial Day	11/22	Thanksgiving Day
7/4	Independence Day	12/25	Christmas Day

BUILDING OCCUPANCY SCHEDULES

Provided below is a table summarizing the building occupancy schedules used within the calculations, unless otherwise specified. In the event that there are any changes or deviations to this occupancy schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule E.

Facility	Day Type	Daily Schedule
City Hall, Community Development	Weekday	7AM – 5PM
City Hall, Community Development	Weekend/Holiday	Unoccupied
Library	Monday – Thursday	7AM – 8PM
Library	Friday – Saturday	7AM – 5PM
Library	Sunday /Holiday	Unoccupied

STANDARDS OF SERVICE AND COMFORT

Provided below is a table summarizing the temperature set-points used within the calculations, unless otherwise specified. Customer agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the

Adjustment Schedule set forth in Schedule E.

	Heating	Cooling
Occupied	68°F	75°F
Unoccupied	50°F	95°F

MEASUREMENT & VERIFICATION DETAILS

OPTION A – LIGHTING EFFICIENCY AND CONTROLS

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
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A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2010). The remainder of this section describes the energy savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The energy and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this verification method.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions, and the Performance Period conditions.

For energy demand (on non exterior fixtures), the demand savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 1 – Energy Demand Savings

$$D_{save} = \sum_{i=1}^n [(E_{Pre} - E_{Post}) \times M]_i$$

Where,

D_{save} = Demand savings

n = Number of fixtures

E_{Pre} =Power usage of the baseline lighting conditions

E_{Post} =Power usage of the Performance Period lighting conditions

M = Equivalent months of annual demand savings

For energy consumption, the energy savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 2 – Energy Consumption Savings

$$E_{save} = \sum_{i=1}^n [E_{Pre} \times H_{Pre} - E_{Post} \times H_{Post}]_i$$

Where,

E_{save} = Energy savings
 H_{pre} = Baseline burn hours
 H_{post} = Performance Period burn hours

The energy usage of both the baseline and Performance Period lighting conditions are calculated utilizing the same equations. The measured parameters collected during the pre-implementation period will be used to compute the baseline fixture power use. The measured parameters collected during the post-implementation period will be used to compute the Performance Period fixture power use. The equations for a single fixture for both the baseline and Performance Period are shown below using the baseline calculations as an example.

Equation 3 – Total Fixture Power Use

$$E_{\text{Pre}} = E_{\text{Fixt,Pre}}$$

Where,

$E_{\text{Fixt,Pre}}$ = Pre-implementation direct power usage of light fixture

Equation 4 – Fixture Lighting Power Use

$$E_{\text{Fixt,Pre}} = P_{\text{Pre}} \times Q$$

Where,

P = Pre-implementation power draw of light fixture

Q = Quantity of associated light fixture

C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this lighting project, the key parameter that will be measured is the power consumption of each fixture type for those fixtures that will be retrofitted. Measurement and documentation strategies for each project phase are outlined below.

Pre-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of each baseline fixture type to determine the average power use for each fixture type. At least eight (8) measurements will be taken for each fixture type (unless fewer exist). Measurements will continue to be taken for a given fixture type until the 95% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample (or until all fixtures have been measured). The mean of this sample set will be treated as the power consumption for that fixture type for all savings calculations. The table below lists each fixture type to be measured, the total quantity of that fixture type, and the minimum amount to be measured prior to removing the fixtures to implement the retrofit. As stated above, more measurements may be needed if the sampled fixtures have too much variance.

Fixture Code	Total Fixtures	Minimum Sample
1 200W INC	12	8
100W INCANDESCENT	24	8
100W METAL HALIDE	14	8
120W BR40 INC	2	2
150W HIGH PRESSURE SODIUM	17	8
150W METAL HALIDE	5	5
175W METAL HALIDE	192	8
2' 1-LAMP T12	1	1
2' 2-LAMP T12	4	4

2/20W INC EXIT SIGN	6	6
2/60W INC	1	1
2/75W PAR38 INC	2	2
2/90W PAR38 INC	3	3
250W HIGH PRESSURE SODIUM	10	8
250W METAL HALIDE	12	8
250W QUARTZ FLOOD	1	1
2-LAMP T8	147	8
3' 1-LAMP T12	2	2
3' 2-LAMP T12	1	1
3/40W INC	1	1
3/60W INC	4	4
3-LAMP T8	156	8
4' 2-LAMP T12	120	8
4' 4-LAMP T12	159	8
4/40W INC	2	2
400W HIGH PRESSURE SODIUM	7	7
400W METAL HALIDE	71	8
4-LAMP T8	34	8
5/60W INC	3	3
50W HIGH PRESSURE SODIUM	1	1
50W METAL HALIDE	3	3
50W PAR30 INC	36	8
60W INC	1	1
65W BR30 INC	14	8
70W PAR38 METAL HALIDE	4	4
8' 2-LAMP T12	103	8
8' 2-LAMP T8 HO	20	8
90W PAR38 INC	9	8

Post-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of each Performance Period fixture type to determine the average power use for each fixture type. At least eight (8) measurements will be taken for each fixture type (unless fewer exist). Measurements will continue to be taken for a given fixture type until the 95% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample (or until all fixtures have been measured). The mean of this sample set will be treated as the power consumption for that fixture type for all savings calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average power use of each fixture type, not the reduction of power use in any specific locations. All measurements will be taken using the same equipment and will be calibrated. The table below lists each fixture type to be measured, the total quantity of that fixture type, and the minimum amount to be measured during the post-implementation period.

Fixture Code	Total Fixtures	Minimum Sample
LED EXIT SIGN	6	6
3/3W LED	1	1
11W LED	14	8
12W PAR30 LED	36	8
13W CFL	1	1
13W LED	3	3
(1) F17 T8 LAMP	1	1
17W PAR38 LED	7	7
(1) F25 T8 LAMP	2	2
23W CFL	33	8
2/13W CFL	1	1
26W LED	12	8
(2) F17 T8 LAMP, LBF	27	8
30W LED	10	8
(2) F25 T8 LAMPS, LBF	1	1
38W LED	12	8

3/13W CFL	4	4
(2) 28W T8 LAMP, LBF	232	8
2/23W PAR38 CFL	5	5
(2) 28W T8 LAMP, NBF	228	8
4/13W CFL	2	2
(2) 32W T8 LAMP, NBF	2	2
60W LED	5	5
(3) 28W T8 LAMP, LBF	82	8
5/13W CFL	3	3
65W LED	146	8
(3) 32W T8 LAMP, LBF	4	4
83W LED	53	8
(4) 28W T8 LAMP, LBF	21	8
(4) 32W T8 LAMP, LBF	71	8
98W LED	27	8
(4) 32W T8 LAMP, NBF	72	8
140W LED	6	6
200W LED	37	8
(4) LAMP T5HO	28	8
(6) LAMP T5HO	4	4

Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

D. Parameter Estimates

Of the parameters identified under the equations for energy savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameter that will be estimated for this particular ECM and M&V strategy is the annual burn hours for each retrofit area type. Common information that applies to all fixtures groups is included below:

Facility	Area	Pre Retro Fixture Code	Pre Retro Qty	Pre Retro Burn Hrs	Post Retro Fixture Code	Post Retro Qty	Post Retro Burn Hrs
Senior Center	RR (M)	4' 2-LAMP T12	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Senior Center	RR (M)	4/40W INC	1	2,600	4/13W CFL	1	2,600
Senior Center	RR (M)	136W	1	2,600	136W	1	1,820
Senior Center	RR (W)	4' 2-LAMP T12	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Senior Center	RR (W)	4/40W INC	1	2,600	4/13W CFL	1	2,600
Senior Center	RR (W)	136W	1	2,600	136W	1	1,820
Senior Center	LOBBY	4' 2-LAMP T12	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Senior Center	BALLROOM	4' 2-LAMP T12	26	2,600	(2) 28W T8 LAMP, LBF	26	2,600
Senior Center	BALLROOM	1 200W INC	10	2,600	38W LED	10	2,600
Senior Center	HVAC ROOM	100W INCANDESCENT	1	500	23W CFL	1	500
Senior Center	KITCHEN	4' 2-LAMP T12	1	2,600	(2) 28W T8 LAMP, LBF	1	2,600
Senior Center	PANTRY	100W INCANDESCENT	1	500	23W CFL	1	500
Senior Center	STORAGE	100W INCANDESCENT	1	500	23W CFL	1	500
Senior Center	POOL ROOM	4' 2-LAMP T12	4	2,600	(2) 28W T8 LAMP, LBF	4	2,600
Senior Center	POOL ROOM	1 200W INC	2	2,600	38W LED	2	2,600
Senior Center	HALL	3/60W INC	1	2,600	3/13W CFL	1	2,600
Senior Center	RR (W)	4' 2-LAMP T12	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Senior Center	RR (W)	3/60W INC	1	2,600	3/13W CFL	1	2,600
Senior Center	RR (W)	120W	1	2,600	120W	1	1,820
Senior Center	RR (M)	3/60W INC	2	2,600	3/13W CFL	2	2,600
Senior Center	RR (M)	4' 2-LAMP T12	1	2,600	(2) 28W T8 LAMP, LBF	1	2,600
Senior Center	RR (M)	120W	1	2,600	120W	1	1,820
Senior Center	ATTIC	100W INCANDESCENT	2	500	23W CFL	2	500
Senior Center	BANQUET HALL	4' 2-LAMP T12	12	2,600	(2) 28W T8 LAMP, LBF	12	2,600

					LBF		
Senior Center	BANQUET HALL	60W INC	1	2,600	13W CFL	1	2,600
Senior Center	KITCHEN	4' 2-LAMP T12	6	2,600	(2) 28W T8 LAMP, LBF	6	2,600
Senior Center	STORAGE	100W INCANDESCENT	2	500	23W CFL	2	500
Senior Center	OFFICE	120W	1	2,600	120W	1	1,820
Senior Center	OFFICE	4' 2-LAMP T12	4	2,600	(2) 28W T8 LAMP, LBF	4	2,600
Senior Center	OFFICE	168W	1	2,600	168W	1	1,820
Senior Center	SITTING ROOM	4' 2-LAMP T12	6	2,600	(2) 28W T8 LAMP, LBF	6	2,600
Senior Center	STORAGE	100W INCANDESCENT	1	500	23W CFL	1	500
Senior Center	EXIT SIGNS	2/20W INC EXIT SIGN	4	8,760	LED EXIT SIGN	4	8,760
Senior Center	EXTERIOR	100W INCANDESCENT	6	4,380	23W CFL	6	4,380
Senior Center	EXTERIOR	50W HIGH PRESSURE SODIUM	1	4,380	30W LED	1	4,380
Train Depot	BREAKROOM	2/60W INC	1	1,560	2/13W CFL	1	1,560
Train Depot	RR(M)	4' 2-LAMP T12	2	1,560	(2) 28W T8 LAMP, LBF	2	1,560
Train Depot	RR(W)	4' 2-LAMP T12	2	1,560	(2) 28W T8 LAMP, LBF	2	1,560
Train Depot	MOVIE ROOM	3-LAMP T8	3	1,560	(2) 28W T8 LAMP, NBF	3	1,560
Train Depot	TRAIN ROOM	50W PAR30 INC	36	1,560	12W PAR30 LED	36	1,560
Train Depot	SHOP	3-LAMP T8	3	1,560	(2) 28W T8 LAMP, NBF	3	1,560
Train Depot	SHOP	2' 1-LAMP T12	1	1,560	(1) F17 T8 LAMP	1	1,560
Train Depot	ELECTRICAL ROOM	4' 2-LAMP T12	1	500	(2) 28W T8 LAMP, LBF	1	500
Train Depot	EXTERIOR STORAGE (5RM)	4' 2-LAMP T12	5	500	(2) 28W T8 LAMP, LBF	5	500
Train Depot	EXTERIOR	250W QUARTZ FLOOD	1	4,380	26W LED	1	4,380
Train Depot	EXTERIOR	150W METAL HALIDE	5	4,380	30W LED	5	4,380
Justice Center	LOBBY	70W PAR38 METAL HALIDE	4	2,600	17W PAR38 LED	4	2,600
Justice Center	COURT ROOM	3-LAMP T8	42	2,600	(2) 28W T8 LAMP, NBF	42	2,600
Justice Center	COURT ROOM LOBBY	2-LAMP T8	4	2,600	(2) F17 T8 LAMP, LBF	4	2,600
Justice Center	HALL	2-LAMP T8	12	2,600	(2) F17 T8 LAMP, LBF	12	2,600
Justice Center	RR(M)	4-LAMP T8	2	2,600	(2) 28W T8 LAMP, NBF	2	2,600
Justice Center	RR(W)	4-LAMP T8	2	2,600	(2) 28W T8 LAMP, NBF	2	2,600
Justice Center	JAN CLOSET	4-LAMP T8	1	500	(2) 28W T8 LAMP, NBF	1	500
Justice Center	113	2-LAMP T8	4	2,600	(2) F17 T8 LAMP, LBF	4	2,600
Justice Center	104	3-LAMP T8	1	2,600	(2) 28W T8 LAMP, NBF	1	2,600
Justice Center	103	3-LAMP T8	1	2,600	(2) 28W T8 LAMP, NBF	1	2,600
Justice Center	RECORDS ROOM	3-LAMP T8	8	2,600	(2) 28W T8 LAMP, NBF	8	2,600
Justice Center	MAGISTRATE'S OFFICE	3-LAMP T8	11	2,600	(3) 28W T8 LAMP, LBF	11	2,600
Justice Center	MAGISTRATE'S OFFICE	352W	2	2,600	352W	2	1,820
Justice Center	117	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	117	128W	1	2,600	128W	1	1,820
Justice Center	114	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	114	128W	1	2,600	128W	1	1,820
Justice Center	116	3-LAMP T8	3	2,600	(3) 28W T8 LAMP, LBF	3	2,600
Justice Center	AMMO STORAGE	4' 2-LAMP T12	2	500	(2) 28W T8 LAMP, LBF	2	500
Justice Center	122	90W PAR38 INC	8	2,600	23W CFL	8	2,600
Justice Center	122	3-LAMP T8	1	2,600	(2) 28W T8 LAMP, NBF	1	2,600
Justice Center	SERVER ROOM	2-LAMP T8	3	500	(2) 28W T8 LAMP, LBF	3	500
Justice Center	RR	3-LAMP T8	1	2,600	(2) 28W T8 LAMP, NBF	1	2,600
Justice Center	123	3-LAMP T8	1	2,600	(2) 28W T8 LAMP, NBF	1	2,600
Justice Center	LOCKER ROOM	3-LAMP T8	9	2,600	(2) 28W T8 LAMP, NBF	9	2,600
Justice Center	131	3-LAMP T8	1	2,600	(3) 28W T8 LAMP,	1	2,600

					LBF		
Justice Center	132	3-LAMP T8	3	2,600	(3) 28W T8 LAMP, LBF	3	2,600
Justice Center	132	192W	1	2,600	192W	1	1,820
Justice Center	132 STORAGE	3-LAMP T8	2	500	(3) 28W T8 LAMP, LBF	2	500
Justice Center	130	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	130	128W	1	2,600	128W	1	1,820
Justice Center	129	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	129	128W	1	2,600	128W	1	1,820
Justice Center	128	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	128	128W	1	2,600	128W	1	1,820
Justice Center	RR(M)	3-LAMP T8	3	2,600	(3) 28W T8 LAMP, LBF	3	2,600
Justice Center	RR(W)	3-LAMP T8	3	2,600	(3) 28W T8 LAMP, LBF	3	2,600
Justice Center	BREAKROOM	2-LAMP T8	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Justice Center	141	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	142	3-LAMP T8	5	2,600	(3) 28W T8 LAMP, LBF	5	2,600
Justice Center	142	320W	1	2,600	320W	1	1,820
Justice Center	OFFICE	3-LAMP T8	1	2,600	(3) 28W T8 LAMP, LBF	1	2,600
Justice Center	HALL	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	146	3-LAMP T8	4	2,600	(3) 28W T8 LAMP, LBF	4	2,600
Justice Center	146	256W	1	2,600	256W	1	1,820
Justice Center	147	3-LAMP T8	1	2,600	(3) 28W T8 LAMP, LBF	1	2,600
Justice Center	150	3-LAMP T8	2	2,600	(3) 28W T8 LAMP, LBF	2	2,600
Justice Center	150	128W	1	2,600	128W	1	1,820
Justice Center	151	3-LAMP T8	1	2,600	(3) 28W T8 LAMP, LBF	1	2,600
Justice Center	CHIEF'S RR	2-LAMP T8	1	2,600	(2) 28W T8 LAMP, LBF	1	2,600
Justice Center	CHIEF'S CLOSET	2-LAMP T8	1	500	(2) 28W T8 LAMP, LBF	1	500
Justice Center	JAIL LOBBY	4-LAMP T8	3	2,600	(2) 28W T8 LAMP, NBF	3	2,600
Justice Center	ELECTRICAL ROOM	2-LAMP T8	1	500	(2) 28W T8 LAMP, LBF	1	500
Justice Center	RR	2-LAMP T8	1	2,600	(2) 28W T8 LAMP, LBF	1	2,600
Justice Center	JAIL HALL	2-LAMP T8	1	2,600	(2) 28W T8 LAMP, LBF	1	2,600
Justice Center	JAIL BOOKING AREA	2-LAMP T8	15	2,600	(2) 28W T8 LAMP, LBF	15	2,600
Justice Center	HOLDING CELLS (4)	2-LAMP T8	4	2,600	(2) 28W T8 LAMP, LBF	4	2,600
Justice Center	CELLS F (4)	2-LAMP T8	8	2,600	(2) 28W T8 LAMP, LBF	8	2,600
Justice Center	CELLS M (6)	2-LAMP T8	6	2,600	(2) 28W T8 LAMP, LBF	6	2,600
Justice Center	CELLS M (3)	2-LAMP T8	3	2,600	(2) 28W T8 LAMP, LBF	3	2,600
Justice Center	COMMON ROOM (4)	2-LAMP T8	23	2,600	(2) 28W T8 LAMP, LBF	23	2,600
Justice Center	VISITOR ROOM	2-LAMP T8	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Justice Center	LAUNDRY ROOM	2-LAMP T8	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Justice Center	KITCHEN	2-LAMP T8	5	2,600	(2) 28W T8 LAMP, LBF	5	2,600
Justice Center	VENT HOOD	100W INCANDESCENT	1	2,600	23W CFL	1	2,600
Justice Center	HALL	2-LAMP T8	5	2,600	(2) 28W T8 LAMP, LBF	5	2,600
Justice Center	STORAGE	2-LAMP T8	5	500	(2) 28W T8 LAMP, LBF	5	500
Justice Center	AUTO BAY	2-LAMP T8	6	2,600	(2) 28W T8 LAMP, LBF	6	2,600

Justice Center		INVESTIGATION	3-LAMP T8	9	2,600	(3) 28W T8 LAMP, LBF	9	2,600
Justice Center		OFFICE (9)	3-LAMP T8	18	2,600	(3) 28W T8 LAMP, LBF	18	2,600
Justice Center		OFFICE (9)	128W	9	2,600	128W	9	1,820
Justice Center		RR	3-LAMP T8	1	2,600	(3) 28W T8 LAMP, LBF	1	2,600
Justice Center		120	2-LAMP T8	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Justice Center		STOLEN PROPERTY	2-LAMP T8	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Justice Center		SNACK	55W	2	8,760	55W	2	4,380
Justice Center		DRINK	55W	3	8,760	55W	3	4,380
Justice Center		EXTERIOR	400W HIGH PRESSURE SODIUM	7	4,380	200W LED	7	4,380
Justice Center		EXTERIOR	250W HIGH PRESSURE SODIUM	5	4,380	60W LED	5	4,380
Justice Center		EXTERIOR	150W HIGH PRESSURE SODIUM	4	4,380	30W LED	4	4,380
Justice Center		EXTERIOR	250W HIGH PRESSURE SODIUM	5	4,380	83W LED	5	4,380
Justice Center		EXTERIOR	100W METAL HALIDE	3	4,380	17W PAR38 LED	3	4,380
Chamber Commerce	of	BACK CLOSET WITH REAR EXIT	3' 1-LAMP T12	1	500	(1) F25 T8 LAMP	1	500
Chamber Commerce	of	BACK CLOSET WITH REAR EXIT	20W	1	500	20W	1	350
Chamber Commerce	of	KITCHEN/BREAKROOM	4' 2-LAMP T12	2	500	(2) 28W T8 LAMP, LBF	2	500
Chamber Commerce	of	KITCHEN/BREAKROOM	38W	2	500	38W	2	350
Chamber Commerce	of	OFFICE	4' 4-LAMP T12	1	500	(4) 28W T8 LAMP, LBF	1	500
Chamber Commerce	of	OFFICE	38W	1	500	38W	1	350
Chamber Commerce	of	WORK ROOM	4' 4-LAMP T12	2	500	(4) 28W T8 LAMP, LBF	2	500
Chamber Commerce	of	WORK ROOM	76W	1	500	76W	1	350
Chamber Commerce	of	OFFICE	4' 4-LAMP T12	2	500	(4) 28W T8 LAMP, LBF	2	500
Chamber Commerce	of	OFFICE	76W	1	500	76W	1	350
Chamber Commerce	of	BACK EXIT HALL WITH SINK	4' 4-LAMP T12	1	500	(4) 28W T8 LAMP, LBF	1	500
Chamber Commerce	of	BACK EXIT HALL WITH SINK	38W	1	500	38W	1	350
Chamber Commerce	of	RESTROOM	3' 1-LAMP T12	1	500	(1) F25 T8 LAMP	1	500
Chamber Commerce	of	RESTROOM	20W	1	500	20W	1	350
Chamber Commerce	of	PAIR OF OFFICES	4' 4-LAMP T12	6	500	(4) 28W T8 LAMP, LBF	6	500
Chamber Commerce	of	LOBBY	4' 2-LAMP T12	3	500	(2) 28W T8 LAMP, LBF	3	500
Chamber Commerce	of	LOBBY	3/40W INC	1	500	3/3W LED	1	500
Chamber Commerce	of	EXTERIOR AT BACK DOOR	13W	1	4,380	13W	1	3,066
Chamber Commerce	of	EXTERIOR FRONT ENTRANCE	2/90W PAR38 INC	2	4,380	2/23W PAR38 CFL	2	4,380
Chamber Commerce	of	SHED	110W	1	4,380	110W	1	3,066
Chamber Commerce	of	SHED EXTERIOR	2/90W PAR38 INC	1	4,380	2/23W PAR38 CFL	1	4,380
Fire Hall		BAY	8' 2-LAMP T8 HO	20	2,600	(4) 32W T8 LAMP, NBF	20	2,600
Fire Hall		BAY	400W METAL HALIDE	18	2,600	(4) LAMP T5HO	18	1,820
Fire Hall		LOBBY	4' 4-LAMP T12	5	2,600	(2) 28W T8 LAMP, NBF	5	2,600
Fire Hall		LOBBY	4' 2-LAMP T12	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Fire Hall		HALL	4' 4-LAMP T12	5	2,600	(2) 28W T8 LAMP, NBF	5	2,600
Fire Hall		DISPATCH	4' 4-LAMP T12	6	2,600	(2) 28W T8 LAMP, NBF	6	2,600
Fire Hall		OFFICE	4' 4-LAMP T12	4	2,600	(2) 28W T8 LAMP, NBF	4	2,600

Fire Hall	OFFICE	192W	1	2,600	192W	1	1,820
Fire Hall	OFFICE	4' 4-LAMP T12	4	2,600	(2) 28W T8 LAMP, NBF	4	2,600
Fire Hall	OFFICE	192W	1	2,600	192W	1	1,820
Fire Hall	OFFICE	4' 4-LAMP T12	4	2,600	(2) 28W T8 LAMP, NBF	4	2,600
Fire Hall	OFFICE	192W	1	2,600	192W	1	1,820
Fire Hall	HALL	4' 4-LAMP T12	5	2,600	(2) 28W T8 LAMP, NBF	5	2,600
Fire Hall	KITCHEN	4' 4-LAMP T12	13	2,600	(2) 28W T8 LAMP, NBF	13	2,600
Fire Hall	CLOSET	2' 2-LAMP T12	1	500	(2) F17 T8 LAMP, LBF	1	500
Fire Hall	RANGE HOOD	100W INCANDESCENT	2	500	23W CFL	2	500
Fire Hall	MOP ROOM	4' 4-LAMP T12	2	500	(2) 28W T8 LAMP, NBF	2	500
Fire Hall	RR (M)	4' 4-LAMP T12	6	2,600	(2) 28W T8 LAMP, NBF	6	2,600
Fire Hall	RR (W)	4' 4-LAMP T12	6	2,600	(2) 28W T8 LAMP, NBF	6	2,600
Fire Hall	HALL	4' 4-LAMP T12	9	2,600	(2) 28W T8 LAMP, NBF	9	2,600
Fire Hall	COPY ROOM	4' 4-LAMP T12	2	2,600	(2) 28W T8 LAMP, NBF	2	2,600
Fire Hall	GEAR ROOM	4' 4-LAMP T12	3	2,600	(2) 28W T8 LAMP, NBF	3	2,600
Fire Hall	GEAR ROOM	144W	1	2,600	144W	1	1,820
Fire Hall	OFFICE	4' 4-LAMP T12	4	2,600	(2) 28W T8 LAMP, NBF	4	2,600
Fire Hall	OFFICE	4' 4-LAMP T12	5	2,600	(2) 28W T8 LAMP, NBF	5	2,600
Fire Hall	OFFICE	4' 4-LAMP T12	8	2,600	(2) 28W T8 LAMP, NBF	8	2,600
Fire Hall	OFFICE	384W	1	2,600	384W	1	1,820
Fire Hall	LOBBY	4' 2-LAMP T12	1	2,600	(2) 28W T8 LAMP, LBF	1	2,600
Fire Hall	STAIRS	4' 2-LAMP T12	3	2,600	(2) 28W T8 LAMP, LBF	3	2,600
Fire Hall	TRAINING ROOM	4' 4-LAMP T12	12	2,600	(2) 28W T8 LAMP, NBF	12	2,600
Fire Hall	TRAINING ROOM	65W BR30 INC	14	2,600	11W LED	14	2,600
Fire Hall	CLOSET	4' 4-LAMP T12	2	500	(2) 28W T8 LAMP, NBF	2	500
Fire Hall	CLOSET	4' 4-LAMP T12	2	500	(2) 28W T8 LAMP, NBF	2	500
Fire Hall	WEIGHT ROOM	4' 4-LAMP T12	12	2,600	(2) 28W T8 LAMP, NBF	12	2,600
Fire Hall	WEIGHT ROOM	288W	2	2,600	288W	2	1,820
Fire Hall	RESTROOM	2-LAMP T8	1	2,600	(2) F17 T8 LAMP, LBF	1	2,600
Fire Hall	RESTROOM	2-LAMP T8	1	2,600	(2) F17 T8 LAMP, LBF	1	2,600
Fire Hall	EXIT SIGNS	2/20W INC EXIT SIGN	2	8,760	LED EXIT SIGN	2	8,760
Fire Hall	EXTERIOR	250W METAL HALIDE	6	4,380	83W LED	6	4,380
Fire Hall	EXTERIOR	100W METAL HALIDE	3	4,380	26W LED	3	4,380
Fire Hall	EXTERIOR	400W METAL HALIDE	1	4,380	98W LED	1	4,380
Parks and Recreation	SHOP	400W METAL HALIDE	3	2,600	(6) LAMP T5HO	4	2,600
Parks and Recreation	SHOP	8' 2-LAMP T12	6	2,600	REMOVE FIXTURE	6	2,600
Parks and Recreation	RESTROOM	3' 2-LAMP T12	1	2,600	(2) F25 T8 LAMPS, LBF	1	2,600
Parks and Recreation	BREAKROOM	4' 2-LAMP T12	2	2,600	(2) 28W T8 LAMP, LBF	2	2,600
Parks and Recreation	OFFICE	4' 4-LAMP T12	1	2,600	(4) 28W T8 LAMP, LBF	1	2,600
Parks and Recreation	X-MAS DECORATIONS SHED	904W	1	2,600	904W	1	1,300
Parks and Recreation	LANDSCAPE SHED	120W BR40 INC	2	2,600	(2) 28W T8 LAMP, NBF	2	2,600
Parks and Recreation	SHOP	4' 2-LAMP T12	2	2,600	(2) 32W T8 LAMP, NBF	2	2,600
Public Works	OFFICES	4' 4-LAMP T12	8	2,600	(2) 28W T8 LAMP, NBF	8	2,600
Public Works	OFFICES	4' 2-LAMP T12	1	2,600	(2) F17 T8 LAMP, LBF	1	2,600
Public Works	MEN'S RESTROOM	2' 2-LAMP T12	1	2,600	(2) F17 T8 LAMP, LBF	1	2,600
Public Works	WOMEN'S RESTROOM	4' 4-LAMP T12	2	2,600	(2) 28W T8 LAMP, NBF	2	2,600
Public Works	BREAKROOM	4' 4-LAMP T12	6	2,600	(2) 28W T8 LAMP, NBF	6	2,600
Public Works	BREAKROOM	288W	1	2,600	288W	1	1,820
Public Works	MEN'S RESTROOM	4' 4-LAMP T12	2	2,600	(2) 28W T8 LAMP,	2	2,600

					NBF		
Public Works	MEN'S RESTROOM	2' 2-LAMP T12	2	2,600	(2) F17 T8 LAMP, LBF	2	2,600
Public Works	SHOP	4' 2-LAMP T12	10	2,600	(2) 28W T8 LAMP, NBF	10	2,600
Public Works	CLOSET	23W	1	2,600	23W	1	2,600
Public Works	FOREMAN'S OFFICE	4' 4-LAMP T12	1	2,600	(2) 28W T8 LAMP, NBF	1	2,600
Public Works	SHOP	8' 2-LAMP T12	44	2,600	(4) 32W T8 LAMP, NBF	44	2,600
Public Works	SHOP	8' 2-LAMP T12	8	2,600	(4) 32W T8 LAMP, NBF	8	2,600
Public Works	MAIN BUILDING EXTERIOR	150W HIGH PRESSURE SODIUM	4	4,380	65W LED	4	4,380
Public Works	MAIN BUILDING EXTERIOR	150W HIGH PRESSURE SODIUM	9	4,380	98W LED	9	4,380
Public Works	TRANSPORTATION EQUIPMENT BAY	400W METAL HALIDE	10	2,600	(4) LAMP T5HO	10	2,600
Public Works	FUEL BAY	400W METAL HALIDE	6	8,760	140W LED	6	8,760
Public Works	FUEL BAY	840W	1	8,760	840W	1	4,380
Airport Hangers	EXTERIOR OF HANGERS	175W METAL HALIDE	42	4,380	83W LED	42	4,380
Airport Hangers	HANGERS	8' 2-LAMP T12	32	1,000	(4) 32W T8 LAMP, LBF	32	1,000
Airport Hangers	EXTERIOR	400W METAL HALIDE	3	4,380	98W LED	3	4,380
Max Griffin Park	RR(M)	4' 2-LAMP T12	6	2,600	(2) 28W T8 LAMP, LBF	6	2,600
Max Griffin Park	RR(M)	252W	1	2,600	252W	1	1,820
Max Griffin Park	CONCESSION STAND	8' 2-LAMP T12	3	2,600	(4) 28W T8 LAMP, LBF	3	2,600
Max Griffin Park	CONCESSION STAND	252W	1	2,600	252W	1	1,820
Max Griffin Park	RR(W)	4' 2-LAMP T12	4	2,600	(2) 28W T8 LAMP, LBF	4	2,600
Max Griffin Park	STORAGE	100W INCANDESCENT	2	500	23W CFL	2	500
Max Griffin Park	OFFICE	8' 2-LAMP T12	3	2,600	(4) 28W T8 LAMP, LBF	3	2,600
Max Griffin Park	OFFICE	252W	1	2,600	252W	1	1,820
Max Griffin Park	STORAGE	8' 2-LAMP T12	2	500	(4) 28W T8 LAMP, LBF	2	500
Max Griffin Park	STORAGE	4' 2-LAMP T12	1	500	(2) 28W T8 LAMP, LBF	1	500
Max Griffin Park	STORAGE	100W INCANDESCENT	1	500	23W CFL	1	500
Max Griffin Park	RR(M)	100W INCANDESCENT	1	2,600	23W CFL	1	2,600
Max Griffin Park	RR(W)	100W INCANDESCENT	1	2,600	23W CFL	1	2,600
Max Griffin Park	EXTERIOR POOL	250W METAL HALIDE	6	4,380	98W LED	6	4,380
Max Griffin Park	EXTERIOR POOL	175W METAL HALIDE	10	4,380	65W LED	10	4,380
Arronville Park	POOL	175W METAL HALIDE	1	4,380	65W LED	1	4,380
Arronville Park	POOL	100W INCANDESCENT	1	4,380	23W CFL	1	4,380
Arronville Park	OFFICE	5/60W INC	2	2,600	5/13W CFL	2	2,600
Arronville Park	OFFICE	5/60W INC	1	2,600	5/13W CFL	1	2,600
Arronville Park	EXTERIOR	2/75W PAR38 INC	2	4,380	2/23W PAR38 CFL	2	4,380
Arronville Park	POOL	175W METAL HALIDE	8	4,380	98W LED	8	4,380
Arronville Park	KIDS POOL	175W METAL HALIDE	3	4,380	65W LED	3	4,380
Cedar Street Park	CONCESSION	4' 4-LAMP T12	4	1,000	(4) 32W T8 LAMP, LBF	4	1,000
Cedar Street Park	CONCESSION	8' 2-LAMP T12	2	1,000	(4) 32W T8 LAMP, LBF	2	1,000
Cedar Street Park	RR(M)	4' 4-LAMP T12	2	2,600	(4) 32W T8 LAMP, LBF	2	2,600
Cedar Street Park	RR(M)	213W	1	2,600	213W	1	1,820
Cedar Street Park	RR(W)	4' 4-LAMP T12	2	2,600	(4) 32W T8 LAMP, LBF	2	2,600
Cedar Street Park	RR(W)	213W	1	2,600	213W	1	1,820
Cedar Street Park	PRESS BOX	4' 2-LAMP T12	2	1,000	(2) 28W T8 LAMP, LBF	2	1,000
Cedar Street Park	STORAGE	4' 2-LAMP T12	1	500	(2) 28W T8 LAMP, LBF	1	500
Cedar Street Park	STORAGE	8' 2-LAMP T12	3	500	(4) 32W T8 LAMP, LBF	3	500
Cedar Street Park	EXTERIOR	100W INCANDESCENT	1	4,380	23W CFL	1	4,380
Cedar Street Park	EXTERIOR	90W PAR38 INC	1	4,380	23W CFL	1	4,380
Foley Sports Complex	CONCESSION	4-LAMP T8	13	1,000	(4) 32W T8 LAMP, LBF	13	1,000
Foley Sports Complex	STORAGE	2-LAMP T8	2	500	(2) 28W T8 LAMP, LBF	2	500
Foley Sports Complex	STORAGE	2-LAMP T8	2	500	(2) 28W T8 LAMP, LBF	2	500
Foley Sports Complex	ENTRY	2-LAMP T8	2	1,000	(2) 28W T8 LAMP,	2	1,000

					LBF		
Foley Sports Complex	STAIRS	2-LAMP T8	1	1,000	(2) 28W T8 LAMP, LBF	1	1,000
Foley Sports Complex	PRESSBOX	4-LAMP T8	9	1,000	(4) 32W T8 LAMP, LBF	9	1,000
Foley Sports Complex	JAN CLOSET	2-LAMP T8	1	500	(2) 28W T8 LAMP, LBF	1	500
Foley Sports Complex	RR(M)	2-LAMP T8	3	1,000	(2) 28W T8 LAMP, LBF	3	1,000
Foley Sports Complex	RR(W)	2-LAMP T8	3	1,000	(2) 28W T8 LAMP, LBF	3	1,000
Foley Sports Complex	SHOP	4-LAMP T8	4	1,000	(4) 32W T8 LAMP, LBF	4	1,000
Foley Sports Complex	EXTERIOR	400W METAL HALIDE	30	4,380	200W LED	30	4,380
Foley Sports Complex	EXTERIOR	175W METAL HALIDE	61	4,380	65W LED	61	4,380
Foley Sports Complex	EXTERIOR	50W METAL HALIDE	3	4,380	13W LED	3	4,380
Foley Sports Complex	EXTERIOR	100W METAL HALIDE	8	4,380	26W LED	8	4,380
Ralph Schumacher Park	RR(M)	2-LAMP T8	6	1,000	(2) 28W T8 LAMP, LBF	6	1,000
Ralph Schumacher Park	RR(M)	252W	1	1,000	252W	1	500
Ralph Schumacher Park	RR(W)	2-LAMP T8	6	1,000	(2) 28W T8 LAMP, LBF	6	1,000
Ralph Schumacher Park	RR(W)	252W	1	1,000	252W	1	500
Ralph Schumacher Park	STORAGE	2-LAMP T8	1	500	(2) 28W T8 LAMP, LBF	1	500
Ralph Schumacher Park	CONCESSION STAND	3-LAMP T8	4	1,000	(3) 32W T8 LAMP, LBF	4	1,000
Rose Trail	ROSE TRAIL	175W METAL HALIDE	67	4,380	65W LED	67	4,380

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the marginal utility rates as defined in the table below, with 3% annual escalation.

Site	\$/kWh	\$/kW
All – Unless Noted Below	\$0.116	N/A
Justice Center	\$0.088	\$6.46
Fire Hall	\$0.088	\$6.75

Equation 5 will be used to compute the total cost savings for each Guarantee Year.

Equation 5 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of utility types

OPTION C – WHOLE TERM

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameters Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

The method of determining energy savings described in this section uses “Option C – Whole Facility (Main Meter Measurement)” as described in the International Measurement and Verification Protocol (IPMVP Volume I, EVO 10000-1:2010). The remainder of this section provides the energy savings calculations, the key parameter measurements that will be conducted, the parameters that will be estimated and those values, and how cost savings will be calculated.

Guaranteed Meters

The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Meter Name	Account	Utility Type	Utility Company	Rate	Units
City Hall	41-09950-01a	Electric	Riviera Utilities	General Service w/ Demand > 50kW	kWh, kW
Community Development	41-00050-03a	Electric	Riviera Utilities	General Service w/o Demand	kWh
Library	41-10000-01a	Electric	Riviera Utilities	General Service w/ Demand > 50kW	kWh, kW

Building Summary

The following table lists the buildings that were served by guarantee meters during the base year period.

Building Name	Area (ft ²)
City Hall	22,440
Community Development	6,400
Library	21,965

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this particular ECM.

Overview of Savings Methodology

Energy savings will be measured by comparing the Performance Period’s total energy consumption and demand to the total energy consumption and demand for the same area in the base year period by utilizing energy meter data. Base year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the guarantee period if the energy conservation measures had not been implemented. The energy saved is the difference between the adjusted base year consumption and the Performance Period consumption. The demand saved is the difference between the adjusted base year demand and the Performance Period demand. This process will be followed for each fuel type involved in the guarantee.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions after adjusting for all necessary changes, and the Performance Period conditions. This is shown in Equation 1 below:

Equation 1 – Energy Consumption Savings

$$E_{save} = E_{Baseline} - E_{Performance}$$

Where,

E_{save} = Energy savings

$E_{Baseline}$ = Adjusted energy usage of facility equipment pre-implementation

$E_{Performance}$ = Energy usage of facility equipment post-implementation

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values, calculated by a model, that are used to correlate the base year energy consumption with the factors that caused that consumption and is defined by Equation 2 below:

Equation 2 – Baseline Energy Use

$$E_{Baseline} = \sum_{i=1}^n C_D \times T_i + C_H \times HDD_i + C_c \times CDD_i + CO_i + CM_i$$

Where,

n = Number of billing periods in year.

$E_{Baseline}$ = Adjusted baseline period consumption

C_D = A constant representing units of consumption per billing period day

T_i = Number of days in billing period

C_H = A constant representing units of consumption per heating degree day

HDD_i = Heating degree days in the current billing period

C_c = A constant representing units of consumption per cooling degree day

CDD_i = Cooling degree days in the current billing period

CO_i = Offset for the current billing period

CM_i = Other adjustments for the current billing period

Customer agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of ESCO after the execution of this agreement. Typical adjustments are provided in detail in Schedule E.

Demand savings are computed similarly to the consumption savings, as shown by Equation 3 below:

Equation 3 – Peak Demand Savings

$$D_{save} = D_{Baseline} - D_{Performance}$$

Where,

D_{save} = Demand savings

$D_{Baseline}$ = Adjusted energy demand of facility equipment pre-implementation

$D_{Performance}$ = Energy demand of facility equipment post-implementation

Adjusted base year demand is calculated as demonstrated in Equation 4 below:

Equation 4 – Baseline Peak Demand

$$D_{Baseline} = \sum_{i=1}^n D_D + D_H \times \frac{HDD_i}{T_i} + D_C \times \frac{CDD_i}{T_i} + DO_i + DM_i$$

Where,

- D_D = A constant representing units of demand per billing period
- D_H = A constant representing units of demand per heating degree day per day
- D_C = A constant representing units of demand per cooling degree day per day
- DO_i = Offset for the current billing period
- DM_i = Other adjustments for the current billing period

C. Key Parameters Measurement Strategy

Measurement and documentation strategies for each project phase are outline below.

Pre-Implementation Measurements and Documentation

Customer will provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A for a minimum of twenty-four (24) months worth of historical utility data that is to represent a complete span of two years worth of energy usage. Customer will also provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A from the end of that twenty-four (24) month data set through the Savings Guarantee Commencement Date within the timelines specified in Schedule E.

ESCO will collect daily high and low temperature data from the weather station defined in Schedule D, Common ECM Assumptions.

Post-Implementation Measurements and Documentation

No short term verification is performed using this method. All post-implementation measurements are conducting during the Performance Period.

Performance Period Measurements and Documentation

Throughout the Performance Period, Customer will provide ESCO with the monthly utility bills and all delivery invoices for the accounts included in Paragraph A within the timelines specified in Schedule E.

ESCO will collect daily high and low temperature data from the weather station defined in Schedule D, Common ECM Assumptions.

D. Parameter Estimates

The parameters defined in the equations outlined in Paragraph B that are estimated are determined through engineering analysis of at least twelve (12) months worth of the pre-implementation measured utility data. This is done to establish the relationship between the weather, billing period length, any other independent factors, and the consumption and demand associated with a particular account. The end result of this analysis is the set of coefficients used in the equations defined in Paragraph B to fully define the baseline for each account. The values will be presented to Customer by ESCO before the Savings Guarantee Commencement Date and will be documented and agreed upon by both parties in the Meter Tuning Summary. Below are definitions of each of the estimated parameters included in Paragraph B;

- The values of CD and DD represent the base load consumption and demand of the utility usage of a particular meter and are equivalent to the weather independent energy usage and demand.
- The values of CH and DH represent the heating consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand heating balance point specific to that account.

- The values of CC and DC represent the cooling consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand cooling balance point specific to that account.
- The billing period values of COi and DOi represent the portion of the energy consumption and demand that cannot be accounted for with the weather independent and weather dependent consumption.

Each of these parameters will be determined based on the relationship of the baseline period energy and demand and the independent factors. During the Performance Period they will be used to estimate the energy use and demand that would have occurred if the project had not been performed. To accomplish this, COi and DOi will be pro-rated to the Performance Period billing periods for each account.

The terms CMi and DMi are included in the equations in Paragraph B to account for changes in the Performance Period energy use and demand from the baseline Period energy use and demand on the accounts in Paragraph A for any causes unrelated to the project as defined in Schedule E. The procedures for developing these estimates vary with the specific causes for the adjustments. The requirements for determining these values and any measurements necessary to support these estimates are defined in Schedule E.

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined in Schedule D, Energy, Water, and O&M Rate Data, with 3% annual escalation. The applicable utility rates will be applied to the baseline and Performance Period energy use for the accounts in Paragraph A. Equation 5 will be used to compute the total cost savings for each Guarantee Year.

Equation 5 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n \left[\sum_{k=1}^q (\$_{Baseline} - \$_{Performance})_k \right]_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of accounts

q = Total number of billing periods for account i

NON-MEASURED SAVINGS

A. Overview of M&V Plan, and Savings Calculation

B. Annual Non-Measured Savings

A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule C. Section B details the agreed upon savings by measure and by category.

B. Annual Non-Measured Savings

Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure, with 3% annual escalation, will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date.

Utility Cost Savings Measure	Cost Savings
Justice Center - Network Stats	\$1,844
Train Depot - Network Stats	\$3,183
Public Works - Network Stats, RW	\$2,099
Maintenance - Prog Stats	\$2,890
Justice Center - Minisplit	(\$164)
VoIP	\$51,359
Senior Center - Water Retrofits	\$172
City Hall - Water Retrofits	\$689
Community Development - Water Retrofits	\$107
Library - Water Retrofits	\$1,524
Foley Fire Station - Water Retrofits	\$511
Justice Center - Water Retrofits	\$1,191
Train Depot - Water Retrofits	\$421
Chamber Building - Water Retrofits	\$11
Public Works - Water Retrofits	\$137
Parks and Recreation	\$53
Aaronville Park - Water Retrofits	\$907
Beulah Heights - Water Retrofits	\$188
Foley Sports Plex - Water Retrofits	\$594
Heritage Park - Water Retrofits	\$401
Max Griffin Park - Water Retrofits	\$431
Melvin Roberts Park - Water Retrofits	\$632
Irrigation Well Sports Plex - 1 Field	\$5,283
Foley Fire Station - Ice Machines	\$161
Justice Center - Ice Machines	\$161
Public Works - Ice Machines	\$211
Foley Sports Plex - Ice Machines	\$68
Melvin Roberts Park - Ice Machines	\$204
Max Griffith Park - Sodium Hypo Generation	\$5,009
Chamber Building - Rain Water Harvesting	\$81

Irrigation Controllers	\$6,219
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Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Excess Savings.

Operation and Maintenance Savings

The annual savings in the table below for each measure, with 3% annual escalation, will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date.

Operation and Maintenance Savings Measure	Cost Savings
Irrigation Controllers	\$5,871
Public Works - Water Retrofits	\$29
Parks and Recreation	\$29
Aaronville Park - Water Retrofits	\$38
Beulah Heights - Water Retrofits	\$9
Foley Sports Plex - Water Retrofits	\$49
Heritage Park - Water Retrofits	\$24
Max Griffin Park - Water Retrofits	\$9
Melvin Roberts Park - Water Retrofits	\$67
City Hall - Water Retrofits	\$110
Community Development - Water Retrofits	\$22
Foley Library - Water Retrofits	\$61
Senior Center - Water Retrofits	\$43
Foley Fire Station - Water Retrofits	\$30
Justice Center - Water Retrofits	\$21
Train Depot - Water Retrofits	\$21
City Hall - Combine AHUs with DOAS	\$500
Community Development - Duct Modifications	\$500
Chamber Building - HE Spit Systems	\$500
Aaronville Park - Lighting	\$98
Foley Sports Plex - Lighting	\$679
Max Griffin Park - Lighting	\$124
Melvin Roberts Park - Lighting	\$12
Rose Trail - Lighting	\$436
City Hall/Civic Center - Lighting	\$517
Community Development - Lighting	\$133
Foley Library - Lighting	\$461
Senior Center - Lighting	\$89
Foley Fire Station - Lighting	\$311
Justice Center - Lighting	\$367
Train Depot - Lighting	\$61
Chamber Building - Lighting	\$11
Public Works - Lighting	\$330
Parks & Recreation - Interior Lighting	\$29
Airport Hangers - Exterior/Interior Lighting	\$316

SCHEDULE E: CUSTOMER RESPONSIBILITIES FOR PERFORMANCE GUARANTEE

GENERAL RESPONSIBILITIES

Customer acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Customer agrees to undertake the following responsibilities:

Customer agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Customer facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Customer will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Customer will perform daily facilities monitoring and promptly review any alarm summaries.

Customer will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Customer will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Customer will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Customer on a time and materials basis.

MAINTENANCE RESPONSIBILITIES

Customer agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Customer agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Customer will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Customer must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Customer will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Customer refuse to perform the required maintenance as required in this Contract, ESCO and Customer shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to Schedule E, or (2) ESCO may terminate this Performance Guarantee and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

ADJUSTMENT RESPONSIBILITIES

In addition to the responsibilities of Customer set forth in this Schedule, Customer also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

ADJUSTMENT SCHEDULE

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule D. A non-routine adjustment is required for any change outside of those explicitly defined in Schedule D that will impact the energy use or the verified savings under this Contract. It is Customer's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Customer's sole expense.

CUSTOMER REQUIRED NON-ROUTINE BASELINE ADJUSTMENT RESPONSIBILITIES

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Customer fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

1. Addition of New Building or New Energy User

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

2. Addition to Existing Building

- All utility services to the addition which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

3. Renovation / Modification to Existing Building or Utility Service

- All utility services for the affected portion of the building must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in

Schedule D or 20,000 ft².

4. Demolition / Abandonment of Existing Building or Utility Service

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

5. Re-commissioning of Out of Service Building

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

6. Change in Occupancy

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total occupant count in the base year.

7. Change in Schedule

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

8. Change in Set-points

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: An average of 0.5° from the set-points defined in Schedule D.

9. Change in Operational Calendar

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

10. Change in Plug Load

- Customer must perform, or cause to be performed, at Customer's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

11. Customer Initiated ECMs

- Customer must develop and execute an M&V plan at Customer's expense, which has been

reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

- Threshold limit: 2% of the projected savings on any affected meter.

12. Missing Bills

- Customer is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

13. Failure to Operate ECMs According to Operational and Design Intent

- Customer agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

14. Failure to Perform Project Specific Customer Responsibilities

- Customer agrees to perform the project specific Customer responsibilities as defined in Schedule E. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

15. Other Causes

- Any change that impacts the energy use on the meters defined in Schedule D that does not fit into any of the other categories may still require a non-routine baseline adjustment. Customer will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

ASSUMED SAVINGS PROCEDURE ADJUSTMENT

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
 - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule A., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

ESTIMATED SAVINGS PROCEDURE ADJUSTMENT

- At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.

EXHIBIT A: PERFORMANCE ASSURANCE SUPPORT SERVICES

SECTION 1 – SERVICES DURING INITIAL TERM

ESCO shall provide the Performance Assurance Support Services (the "Services") defined below to Customer during the Initial Term as defined in Schedule B.

CONTRACT YEAR 1

Optimization

Schneider Electric will remotely access your energy management system 4 times each year to perform this service. During each session, the system will be inspected and variables will be compared to a pre-approved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings, corrected or not corrected, will be reported and that report delivered to customer. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 18 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 18 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report delivered to customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Training

Schneider Electric will provide 24 hours of On Site training. Customer will schedule training sessions at least 14 days in advance. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit. Customer will be responsible for providing access to the training location and paying for any fees associated with that location. The training location must include internet and Customer EMS

access. Schneider Electric does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance report on a quarterly basis. This can only be completed if utility bills and other necessary information is made available per the contract. Notification of report updates will be sent via email with a link back to the Schneider Electric eSavings website to the contacts specified by the Customer. Changes to that contact list can be made at any time. Customer will need to contact Schneider Electric with the new contact list and changes will be made before sending the next email update. If bills and other necessary information are not provided, per the Contract, Schneider Electric is not responsible for providing the Energy Savings and Performance report for that time period.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 4 site visits per year, each averaging 6 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 6 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

CONTRACT YEAR 2

Optimization

Schneider Electric will remotely access your energy management system 4 times each year to perform this service. During each session, the system will be inspected and variables will be compared to a pre-approved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings, corrected or not corrected, will be reported and that report delivered to customer. Schneider Electric will notify Customer if remote access is not available Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Training

Schneider Electric will provide 16 hours of On Site training. Customer will schedule training sessions at least 14 days in advance. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit. Customer will be responsible for providing access to the training location and paying for any fees associated with that location. The training location must include internet and Customer EMS access. Schneider Electric does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 18 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already

purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 18 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report delivered to customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance report on a quarterly basis. This can only be completed if utility bills and other necessary information is made available per the contract. Notification of report updates will be sent via email with a link back to the Schneider Electric eSavings website to the contacts specified by the Customer. Changes to that contact list can be made at any time. Customer will need to contact Schneider Electric with the new contact list and changes will be made before sending the next email update. If bills and other necessary information are not provided, per the Contract, Schneider Electric is not responsible for providing the Energy Savings and Performance report for that time period.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 2 site visits per year, each averaging 6 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 6 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

SECTION 2 – SERVICES AFTER INITIAL TERM

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) renew the same level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this PASS Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

CONTRACT YEAR 3

PROPOSED SERVICES - \$7,604

Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance report on a quarterly basis. This can only be completed if utility bills and other necessary information is made available per the contract. Notification of report updates will be sent via email with a link back to the Schneider Electric eSavings website to the contacts specified by the Customer. Changes to that contact list can be made at any time. Customer will need to contact Schneider Electric with the new contact list and changes will be made before sending the next email update. If bills and other necessary information are not provided, per the Contract, Schneider Electric is not responsible for providing the Energy Savings and Performance report for that time period.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a bi-monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report delivered to customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 10 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 10 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit(s) per year, each averaging 6 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 6 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

The available service options may be amended from time to time at the sole discretion of ESCO.