



**CITY OF MILWAUKIE**  
*"Dogwood City of the West"*

**Resolution No. 65-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENERGY SERVICES  
AGREEMENT WITH AMERESCO.**

**WHEREAS**, City Council provided permission to proceed to the evaluation phase of the Energy Savings Performance Contract (ESPC) process authorizing the City Manager to sign the Project Development Agreement with Ameresco; and

**WHEREAS**, worthy projects were verified that will provide energy savings; and

**WHEREAS**, using the contracting expertise of Ameresco is advantageous for the recoating of the City's elevated reservoir; and

**WHEREAS**, City Council heard a presentation at the May 19, 2016 study session and prioritized projects for completion;

**Now, Therefore, be it Resolved** that City Council authorizes the City Manager to enter into an Energy Services Agreement with Ameresco to complete the projects determined through the ESPC process.

Introduced and adopted by the City Council on June 7, 2016.

This resolution is effective on June 7, 2016.

  
\_\_\_\_\_  
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

  
\_\_\_\_\_  
Pat DuVal, City Recorder  
\_\_\_\_\_  
City Attorney



**ENERGY SERVICES AGREEMENT**

**BY AND BETWEEN**

**CITY OF MILWAUKIE**

**AND**

**AMERESCO, INC.**

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## ENERGY SERVICES AGREEMENT

BY AND BETWEEN

CITY OF MILWAUKIE

AND

AMERESCO, INC.

**THIS ENERGY SERVICES AGREEMENT** (the "Agreement") is entered into on July 5, 2016, by and between City of Milwaukie having its principal place of business located at 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206 (hereinafter referred to as "Customer") and Ameresco, Inc., having its principal place of business at 111 Speen Street, Suite 410, Framingham, MA 01701 (hereinafter referred to as "Ameresco"). The parties to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party."

**WHEREAS**, Customer issued a Request for Proposals December 18, 2014 (the "**RFQ**") seeking proposals from qualified energy service companies to provide performance-based services for the design and execution of an energy consumption reduction plan including acceptance of payment for such services via guaranteed cost savings accrued as a result of plan implementation;

**WHEREAS**, Ameresco has prepared and issued a Proposal to Customer, in response to the RFQ;

**WHEREAS**, Customer wishes Ameresco to perform a project ("**Project**") consisting of certain energy conservation services and installations as set forth on Attachment B (as amended and/or otherwise modified from time to time as provided herein, the "**Scope of Services**") at Customer's facilities described in Attachment A (the "**Property**"), and Ameresco wishes to perform such services; and

**WHEREAS**, Customer owns and controls the Property.

**NOW, THEREFORE**, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### SECTION 1 SCOPE OF SERVICES

(a) **Work**: Upon Ameresco's receipt of a "Notice To Proceed," substantially in the form attached to this Agreement as Attachment E, Ameresco shall furnish all labor, materials and equipment and perform all work (the "**Work**") required for the completion of the Scope of Services, including installation of the energy conservation and facility improvement measures ("**ECM(s)**"), included in the Scope of Services, as such Scope of Services may be modified in accordance with the terms of this Agreement. Customer and Ameresco shall mutually plan the scheduling of the installation of the ECM(s), so as to minimize disruption of the daily routine of Customer's personnel.

(b) **Disposal**: As part of the Scope of Services Ameresco shall (i) be responsible for the disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs and (ii) cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installation of the ECMs to be disposed of. All other existing PCB-contaminated ballasts, lamps

and any other hazardous materials, however, shall remain the sole responsibility of Customer and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) Asbestos and Lead Paint:

(i) Asbestos: Ameresco's Scope of Services is predicated on the viability of the Project without Ameresco encountering or disturbing asbestos or being required to perform any asbestos abatement or taking any other action with respect to asbestos. Customer hereby represents and warrants to Ameresco that there is no known asbestos or other hazardous material in any area wherein Ameresco shall be performing the Scope of Services. If: (a) Ameresco encounters any friable asbestos which is in the vicinity of the Project that is not identified in the Scope of Services, (b) Ameresco determines that its work will result in the disturbance of asbestos containing material, or (c) Ameresco determines that the presence of asbestos containing material may impede Ameresco's work, Ameresco shall notify Customer of the same and Customer shall: (x) at its cost, cause the asbestos to be lawfully removed, enclosed, encapsulated or otherwise abated in accordance with applicable laws, rules and regulations; (y) at its cost, provide written test reports showing that asbestos in that area has been properly removed, enclosed encapsulated or otherwise abated in accordance with applicable laws rules and regulations; or (z) abandon the Project and terminate this Agreement. If Ameresco cannot determine whether any particular material contains asbestos, Customer, upon Ameresco's written request, shall either: (i) at Customer's cost, lawfully perform tests or cause tests to be performed in order to determine whether such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos and provide such test report to Ameresco; or (b) abandon the Project and terminate this Agreement. Under no circumstances shall Ameresco be required to handle asbestos. If Ameresco encounters asbestos that materially affects the Scope of Services or the Project schedule, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of asbestos until such time as Customer elects and performs one of the options afforded Customer as described in this Subsection. If Customer does not promptly take action, as provided herein, or notifies Ameresco that it shall not take such action, Ameresco may, at its option, either remove the affected area from its Scope of Services (and make commensurate adjustments to its rights and obligations) or terminate this Agreement in its entirety. Customer shall be responsible for payment of the portion of Scope of Services implemented prior to termination. Customer shall be responsible for any and all costs (including termination costs as provided for in Section 5) incurred by Ameresco that relate to the presence of asbestos.

(ii) Lead Paint: Ameresco's Scope of Services is predicated upon Ameresco not encountering or disturbing lead paint or being required to perform abatement or providing any notice or taking any other action with respect to lead paint, except for lead paint removal and/or abatement detailed in the Scope of Services attached hereto as Attachment B (the ECM-MIL-G1: Elevated Tank Coating Scope). Customer hereby represents that there is no known exposed lead paint in any area in which Ameresco shall be performing the Scope of Services, except as contemplated by the ECM-MIL-G1 Scope of Work. Other than as included in the ECM-MIL-G1 Scope of Work, if Ameresco encounters lead paint in any area where it is to perform the Scope of Services, which services shall require disturbing lead paint, and Ameresco reasonably believes that such paint may be lead paint, Customer, upon

Ameresco's written request, shall either (a) at Customer's cost, lawfully perform tests or cause tests to be performed in order to determine whether such paint contains lead and shall provide a test report to Ameresco; or (b) abandon the Project and terminate this Agreement. If such test report demonstrates the presence of lead paint or, other than as included in the ECM-MIL-G1 Scope of Work, Ameresco reasonably believes that performing its services under this Agreement is likely to cause the disturbance of lead paint in such a manner as to require Ameresco to provide any notification or take any actions pursuant to any federal, state or local laws, rules, or regulations and Ameresco notifies Customer of the same, Customer shall: (x) at its cost, cause the lead paint to be lawfully removed, or otherwise abated in accordance with applicable laws, rules and regulations; or (y) abandon the Project and terminate this Agreement. Other than as included in the ECM-MIL-G1 Scope of Work, under no circumstances, shall Ameresco be required to perform services, which cause the disturbance of lead paint. If, other than as included in the ECM-MIL-G1 Scope of Work, lead paint materially affects the Project Schedule, Ameresco, at its sole option, may demobilize and cease construction in the area affected by the presence of lead paint until such time as Customer has elected and performs one of the options afforded Customer as described in this Subsection. If Customer does not promptly take action as provided herein or notifies Ameresco that it shall not take such action, Ameresco may, at its sole option, either remove the affected area from its Scope of Services (and make commensurate adjustments to its rights and obligations) or terminate this Agreement in its entirety. Customer shall be responsible for payment of the portion of Scope of Services implemented prior to such termination. Customer shall be responsible for any and all costs (including termination costs as provided for in Section 5) incurred by Ameresco that relate to the presence of lead paint other than as included in the ECM-MIL-G1 Scope of Work.

(d) Compliance With Law: Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with (i) the installation of the ECMs and (ii) the operation and/or maintenance of the ECMs (to the extent that Ameresco agrees to perform such operations and/or maintenance services). In the event that Ameresco cannot procure any such license or permit in light of a requirement that Customer is required to do so, the Parties shall work jointly to obtain such permit or license.

(e) Taxes: Customer represents that it is a tax exempt entity and that it shall cooperate with Ameresco and provide Ameresco with appropriate resale exemption documentation so that Ameresco may attempt to establish that it is not obligated to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, or operation of the ECM(s) which would otherwise be levied upon or in respect to said interest component or of the ECM(s). Notwithstanding the foregoing, Customer shall pay (or, if applicable, reimburse Ameresco for the payment of) all property, sales taxes, use taxes or other fees and assessments associated with Scope of Services. Customer shall have no liability for taxes measured by the net income of Ameresco.

(f) Monitoring, Measurement and Verification: To the extent provided for in Attachment G, Ameresco will supply such ongoing monitoring, measurement and verification services (the "M&V Services") during the Term at a cost to Customer as set forth in Section 4 and Attachment I.

(g) Duties, Obligations and Responsibilities of Ameresco:

- (i) All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate quality and the completed work shall comply in all material respects with the requirements of this Agreement.
- (ii) Ameresco shall maintain the Project site in a reasonably clean condition during the performance of the Scope of Services.
- (iii) Ameresco shall regularly clean the Project site of all debris, trash and excess material or equipment generated by Ameresco's construction work hereunder.
- (iv) Ameresco shall permit Customer or any of its representatives to enter upon the Project site to review or inspect construction work, provided, in each case, the Customer and/or its representatives coordinate such review or inspection with Ameresco and agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.
- (v) Ameresco shall provide equipment manuals, as-built drawings and other appropriate information regarding equipment installed hereunder to Customer at or about the time of delivery of the Delivery and Acceptance Certificate (as provided in Section 4).
- (vi) Ameresco shall provide the training described in Attachment H. Such training is included in the Contract Cost unless included as a separate cost in Attachment I.

**SECTION 2                    Ownership of ECM(s)**

Ownership, title and risk of loss to each ECM or portion thereof, as applicable, shall automatically pass to Customer upon installation at the Property.

**SECTION 3                    Financing and Ability to Pay**

(a) By its execution of this Agreement, Customer hereby represents and warrants to Ameresco that Customer believes that adequate funds exists or are forthcoming for payment of the Contract Cost.

**SECTION 4                    Contract Cost; Monthly Progress Payments**

- (a) Subject to the terms of this Agreement, Ameresco shall perform the Scope of Services at a contract cost of ONE MILLION NINE HUNDRED FIFTY FIVE THOUSAND ONE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$1,955,135) (subject to adjustment as provided in Section 8, the "*Contract Cost*").
- (b) Upon execution of this Agreement and delivery by Customer to Ameresco of the Notice to Proceed, substantially in the form attached to this Agreement as Attachment E, Customer shall pay Ameresco ten percent (10%) of the Contract Cost for mobilization. Thereafter, Ameresco shall submit invoices to Customer for monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed, delivered and appropriately stored at the end of each month, so that Ameresco is paid the percentage of the Contract Cost that is commensurate with the percentage of completion of the Scope of Services. A Percent Complete Acknowledgement Certificate in

the form attached hereto as Attachment D (2) will be executed by Customer during each month of the construction period showing the percent complete and monthly payment due. Customer shall make payment to Ameresco, within thirty (30) days after the submission of each such invoice. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Percent Complete Acknowledgement Certificate.

- (c) Upon Substantial Completion of the installation of an ECM, Ameresco will deliver to Customer a Substantial Completion Certificate in the form of Attachment D (3). Within five (5) calendar days after receipt of each Substantial Completion Certificate, Customer shall complete, execute and deliver to Ameresco each such Substantial Completion Certificate. As used in this Agreement the term "**Substantial Completion**" shall mean that each subject ECM has been installed by Ameresco, and, if such ECM is equipment, such equipment is then operating in a manner such that Customer is deriving beneficial use thereof. A Delivery and Acceptance Certificate, in the form of Attachment D(1), shall be executed by Customer upon Substantial Completion of the installation of the final ECM. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Substantial Completion Certificate or the Delivery and Acceptance Certificate.
- (d) Within thirty (30) calendar days following the first day of each Guarantee Year, as such term is defined in Section 6, Customer shall pay Ameresco the additional amounts set forth on Attachment I, Measurement and Verification Fee Schedule, as an annual fee for measurement and verification services.
- (e) All payments made by Customer under this Agreement shall be made in accordance with the provisions of the Oregon Prompt Payment Act applicable to Customer. All amounts not paid to Ameresco on or before the due dates specified in Subsections 4(b) and (d), shall accrue interest at the rate as is prescribed by applicable law.

#### **SECTION 5**            Term

This term of this Agreement (the "**Term**"), shall begin on the date first above written and shall remain in effect through the "**Guarantee Period**" as such term is defined in Attachment C, unless terminated prior to such date, as provided for in this Agreement.

#### **SECTION 6**            Savings Guarantee

To the extent set forth in Attachment C, and solely in accordance with Attachment C, Ameresco guarantees that the "**Annual Savings**" (as defined below) to be achieved as a result of installation and operation of the ECMs shall equal or exceed the **Guaranteed Savings** (as defined in Attachment C) over the "**Guarantee Period**" (as defined in Attachment C). The first "**Guarantee Year**" shall be the consecutive twelve (12) month period beginning with the first day of the month following the date of Substantial Completion of the ECMs.

For purposes of this Savings Guarantee, the following assumptions and provisions shall apply:

- (a) Ameresco guarantees that the Guaranteed Savings will be achieved by operation and beneficial use of all ECMs taken in the aggregate, but does not guarantee the savings amount achieved by each ECM individually.
- (b) The total savings achieved by the combined ECMs, determined as provided in the M&V Plan, including any "**Agreed Upon Savings**" as such term is defined in the M&V Plan, shall be deemed the total "**Annual Savings**". Agreed Upon Savings

amounts shall be deemed achieved upon Substantial Completion of the ECMs. Calculation of the Annual Savings, inclusive of Agreed Upon Savings, shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Attachment G (the "*M&V Plan*").

- (c) As it relates to the Annual Savings and this Savings Guarantee, the term "*Guarantee Year*" shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of Substantial Completion of the ECMs, and each similar twelve (12) month period thereafter.
- (d) Ameresco's obligations in respect of this Savings Guarantee are subject to Customer performing all of its maintenance, repair, service and other obligations under this Agreement, including, without limitation, maintenance of the Standards of Service and Comfort set forth in Attachment J, if any, which may affect achievement of the Guaranteed Savings. If Customer fails to perform its obligations under this Agreement or interferes with, or permits any third party to take any action which, in the reasonable opinion of Ameresco, may prevent the achievement of the Guaranteed Savings under this Agreement, Ameresco may, after providing Customer thirty (30) days advance notice, adjust the Annual Savings amount during the period in which such savings were affected to reflect the impact such actions had on same. Ameresco's rights set forth herein shall not be in limitation of any other rights it is entitled to by law or under this Agreement. Any disputes regarding achievement of Guaranteed Savings or any M&V Report delivered pursuant to Attachment G shall be resolved in accordance with the dispute resolution provisions of Section 13.

#### **SECTION 7**                      **Right of Entry/Space**

During the Term of this Agreement, Customer shall provide Ameresco and its employees, agents and subcontractors access to the Property for the purpose of fulfilling Ameresco's obligations under this Agreement. Customer shall provide rent free space for the installation and operation of the ECM(s) and shall protect such items and equipment in the same careful manner that Customer protects the Property.

#### **SECTION 8**                      **Changes in Services**

- (a) The Scope of Services may be changed only by agreement of the Parties evidenced by execution of a "Change Order" substantially in the form attached to this Agreement as Attachment F, including the quantity, quality, dimensions, type or other characteristics of the ECMs. During the Term hereof, either Customer or Ameresco may suggest that other energy efficiency measures and facilities be added to the Scope of Services, in which case the parties shall endeavor to agree upon any new ECMs to be installed and may either amend this Agreement or execute a Change Order for the installation and commissioning of any such new ECMs. Nothing in this paragraph shall obligate either party to proceed with installation of any ECMs which are not part of the original Scope of Services or evidenced by execution of a Change Order.
- (b) Should Ameresco encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the Scope of Services or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, Ameresco shall give written notice to the Customer before any such

condition is disturbed or further disturbed. The Customer will promptly investigate and, if it is determined that the conditions materially differ from those which Ameresco should reasonably have been expected to discover or anticipate, the Customer shall either (a) approve such changes in the Scope of Services as are necessary, with a corresponding adjustment in the Annual Guaranteed Savings Amount; or (b) abandon the Project and terminate this Agreement, , provided that Customer has paid to Ameresco all amounts due as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Sections 4(b), (d), (e) and Attachment I and pursuant to any Change Order).. If such differing conditions cause an increase or decrease in Ameresco's cost or time of performance, and the parties agree upon a change in the Scope of Services, the parties shall negotiate an equitable adjustment to Ameresco's cost and/or time for performance, as the case may be and a Change Order shall be issued and executed by the Customer to reflect such adjustment(s).

- (c) If at any time prior to Substantial Completion of an ECM, Ameresco determines that an ECM is not commercially viable, Ameresco may, at its option, remove such ECM from the Scope of Services and from the Property. In such event, Ameresco shall refund to Customer the portion of the Contract Cost attributable to such ECM and the Annual Guaranteed Savings Amount will be reduced by an amount equal to the portion of the Annual Guaranteed Savings Amount attributable to such ECM.
- (d) If Ameresco and the Customer agree to an adjustment of the Contract Cost and the contract schedule established for the Scope of Services, such an agreement shall be effective immediately upon execution of a Change Order.

## **SECTION 9                    Warranties**

Ameresco hereby agrees as follows:

- (a) Ameresco warrants that the Work and all materials and equipment to be installed in the Project shall be free from defects in materials and workmanship arising from normal usage on an ECM by ECM basis for a period of one (1) year from the date of Substantial Completion of such ECM. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. This section does not apply in any way to the Savings Guarantee.
- (b) EXCEPT AS PROVIDED IN THIS SECTION 9 OR SPECIFICALLY PROVIDED FOR IN ATTACHMENT B HERETO, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE AND MERCHANTABILITY, REGARDING THE WORK, THE ECM(S) OR THE EQUIPMENT.

## **SECTION 10                    Customer's Responsibilities**

- (a) Operations: Customer shall operate all equipment installed hereunder in accordance with the manufacturer's recommendations and the manuals supplied to Customer by Ameresco.
- (b) Standards of Service and Comfort: Customer shall operate the ECMs and the Property in a manner that shall provide the Standards of Service and Comfort provided for in Attachment J.

- (c) Maintenance: Customer shall, at its expense, repair, operate and maintain the Property in good working condition during the Term of this Agreement. Customer shall maintain, repair and operated, at Customer's expense: (i) all equipment and other components included as part of the ECMs, and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECMs.
- (d) Malfunctions: Customer shall notify Ameresco immediately in the event of any malfunction in the operation of the ECM(s) or the equipment installed hereunder.
- (e) Protection of ECMs: Except in the case of emergency, Customer shall not remove, move, alter, turn off or otherwise significantly alter the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior approval of Ameresco, which approval shall not be unreasonably withheld. After receiving Ameresco's written approval, Customer shall proceed as instructed. Customer shall act reasonably to protect the ECMs from damage or loss, if, due to an emergency; it is not reasonable to notify Ameresco before acting. Customer agrees to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.
- (f) Monitoring System: Customer shall not move, modify or otherwise alter the energy management system/building automation system (EMS/BAS), temporary data loggers, or any other data collection or measurement and verification system (collectively, the "*Monitoring System*") installed as part of the ECM(s) or any component thereof without the written consent of Ameresco unless such action is in accordance with operating manuals and procedures provided by Ameresco.
- (g) Adjustment to Baseline: If, in the reasonable opinion of Ameresco, Customer does not reasonably operate, maintain, repair or otherwise protect the ECMs and/or maintain the Property in good repair and good working condition, then Ameresco may equitably adjust the baseline, as referenced in Attachment G, for any increased energy usages at the Property.
- (h) Changes to Property or Addition of Equipment: Customer shall notify Ameresco in writing at least thirty (30) days prior to making any changes to the Property that could reasonably be expected to affect the energy usage on the Property, such as changes in the hours or days or time of year that the Property is occupied or operated, the number of occupants, the activity conducted, the equipment, the facilities, the size of the Property etc. Customer shall also notify Ameresco regarding material increases over time in numbers and usage of "plug in" devices such as computers and printers. If Ameresco receives such notification or otherwise determines that such a change has occurred, it may make appropriate revisions to the Attachments to reflect any adjustment to the baseline or the Annual Guaranteed Savings Amount. Ameresco may also make retroactive adjustments to the baseline or calculation of Annual Savings if Customer has not provided timely notice and any payments shall be retroactively reconciled to reflect the changed baseline.
- (i) Energy Usage Data: Customer shall make available to Ameresco, on an ongoing basis for the Term of this Agreement, copies of all energy bills, energy usage data, and any and all other such data maintained by Customer, including remote access to the Monitoring System or Customer's network server for purposes of collecting such data, as may be requested by Ameresco, which are required for it to perform all of its obligations under this Agreement.

- (j) Insurance and Risk of Loss or Damage: Without limiting any of its obligations or liabilities under this Agreement, Customer shall, at its expense, provide and maintain at all times during the Term of this Agreement, sufficient insurance against the loss, theft of or damage to the ECM(s), related equipment, and all equipment installed hereunder, for the full replacement value thereof.

Upon installation of an ECM or portion thereof at the Property, Customer assumes all risk of loss of or damage to such ECM or portion thereof from any cause whatsoever except to the extent that such loss or damage was caused by the negligence of Ameresco. In the event of loss or damage to any equipment installed hereunder, Customer shall promptly notify Ameresco and promptly return the same to good repair with the proceeds of any insurance received to the cost of such repair or demand that Ameresco perform such repair, in which case Ameresco shall promptly do so for such compensation to which the parties agree. If Customer determines that any of the ECM(s) are lost, stolen, confiscated, destroyed or damaged beyond repair, Customer shall replace the same with like equipment in good repair in a timely fashion under the circumstances. If at any time after the date of the Delivery and Acceptance Certificate and after Customer's complete payment to Ameresco in accordance with Section 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Customer may terminate this Agreement by delivery of a written notice to the other Party. Upon such termination, Customer shall pay Ameresco any amounts, or pro-rata portions thereof, under Sections 4(b), (c), (d) and (e), Attachment I and any Change Order, which accrued prior to such termination. Ameresco may also make appropriate adjustments to the baseline or the Annual Guaranteed Savings Amount to reflect the impact of such casualty or condemnation, including corresponding revisions to the Attachments.

- (k) Telephone and Internet: Customer shall install and maintain telephone lines and pay all associated costs for the ECM(s) telephone lines or applicable energy management system communication systems. Ameresco may use Customer's LAN for the purposes of any energy management system that may be included in the Scope of Work.
- (l) Protection. Customer shall at all times act reasonably to protect the ECM(s) from loss or damage to the same extent and in the same manner in which it protects the Property.
- (m) Alteration: Except in cases of emergency, Customer shall not move, alter or change the ECM(s) in any way that may cause a reduction in the level of efficiency or savings generated by the ECM or the equipment installed hereunder without obtaining Ameresco's written approval, which shall not be unreasonably withheld.
- (n) Storage: Customer shall provide rent free space for Ameresco, or any of its subcontractors, to mobilize and store supplies, tools and equipment during installation of the ECM(s) as available pursuant to this Agreement for which such storage space may be required, with locking capacity acceptable to Ameresco.
- (o) Fuel: Customer shall procure and pay for all energy, utilities and fuel for the operation of the Property.

- (p) Cooperation during Construction: Customer shall reasonably cooperate in relocating occupants, staff, personnel, furniture and equipment and taking such other actions as may be necessary by Customer in order to prepare space for work by Ameresco to enable Ameresco to timely perform its obligations hereunder.

## **SECTION 11**            **Defaults**

- (a) By Customer.

Customer shall be in default under this Agreement upon the occurrence of any of the following:

- (i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of five (5) business days after notice of overdue payment is delivered by Ameresco to Customer;
- (ii) any representation or warranty made by Customer in this Agreement or in any writing delivered by Customer pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or
- (iii) Customer fails to perform any of its material duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failures and effects as soon as practicable;
- (iv) Customer enters receivership, or makes an assignment for the benefit of creditors, whether voluntary or involuntary, or a petition is filed by or against Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days;
- (v) Customer fails to cooperate in relocating occupants, staff, personnel, furniture and equipment or to take such other actions as may be necessary by Customer in order to prepare space for work by Ameresco as is reasonably requested by Ameresco in a timely manner in order to allow the Scope of Services to be accomplished hereunder.

- (b) By Ameresco.

Ameresco shall be in default under this Agreement upon the occurrence of any of the following:

- (i) Ameresco fails to perform any of its material duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not commence and diligently pursue to cure such failures and effects as soon as practicable;
- (ii) Ameresco enters receivership, or makes an assignment for the benefit of creditors, whether voluntary or involuntary, or a petition is filed by or against Ameresco under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.

## **SECTION 12**            **Remedies for Default**

If either Party defaults under this Agreement, the other Party may, subject to the dispute resolution procedures in Section 13 below:

- (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of damages, including amounts past due; and
- (ii) with or without recourse to legal process, terminate this Agreement by delivering written notice of termination at least ten (10) days prior to the requested termination date.

## **SECTION 13**            **Dispute Resolution**

Claims, disputes, or other matters in controversy (a “*Dispute*”) arising out of or related to the Agreement or the Project shall be subject to informal dispute resolution and mediation as a condition precedent to any and all remedies at law or in equity. If during the term of this Agreement a Dispute arises concerning the Project or this Agreement, the Dispute shall initially be submitted to Customer’s project representative and Ameresco’s project manager for resolution by mutual agreement between said parties. Any mutual determination by the Customer Representative, subject to Board approval if necessary, and Ameresco’s project manager will be final and binding upon the Parties. However, should the Customer representative and Ameresco’s project manager fail to arrive at a mutual decision as to the Dispute within ten (10) business days after notice to both individuals of such Dispute, such Dispute will be submitted to a representative from management of both Parties who shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Dispute (the “*Dispute Notice*”). The Dispute Notice shall set forth in reasonable detail the aggrieved party’s position and its proposal for resolution of the Dispute. If the Dispute is not resolved within thirty (30) calendar days after the first meeting of the Parties, then the Parties shall endeavor to resolve the Dispute by mediation. A request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period of time by agreement of the parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Dispute through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity.

## **SECTION 14**            **Insurance and Bonds**

- (a) *By Ameresco:* Ameresco shall provide and maintain at its expense the following insurance coverage:
  - (i) Workers' Compensation and Employer’s Liability Insurance as required by applicable State law.

- (ii) Commercial General Liability Insurance, including contractual liability, Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million.
- (iii) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment of, Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.

Ameresco shall deliver to Customer a Certificate of Insurance naming Customer as an additional insured party under paragraphs (ii) and (iii), above.

(b) Ameresco shall deliver to Customer Payment and Performance Bonds in a sum equal to the Contract Cost conditioned upon faithful performance of the Agreement by Ameresco, for the implementation of the ECM(s) as it may be from time to time modified by Change Orders within ten (10) days of issuance of a Notice to Proceed. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Agreement guarantee only the performance of the installation portion of this Agreement, 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 this Agreement.

(c) *By Customer.* Without limiting any of its obligations or liabilities under this Agreement, Customer shall provide and maintain at its expense, insurance coverage consistent with the requirements of Section 10(j) above.

#### **SECTION 15                    Indemnification and Limitation of Liability**

- (a) Anything in this Agreement to the contrary notwithstanding, and other than with respect to the ECM identified as CM5-MIL-G1: Elevated Tank Coating on Attachment A hereto, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their affiliates' officers, directors, agents or employees shall be liable, irrespective of whether such claim of liability is based upon breach of warranty, tort, (including negligence, whether of any of the Parties to this Agreement or others), strict liability, contract, operation of law or otherwise, to any other Party, or its affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for incidental, punitive or consequential damages connected with, related to or arising from performance or non-performance of this Agreement, or any action or inaction in connection therewith including claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement), and increased expense of, curtailment, reduction in or loss of power generation production or equipment used therefor.
- (b) Ameresco's total aggregate liability for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this Agreement from all causes or any causes, regardless of the legal theory under which liability is imposed, shall in all cases be limited to the Contract Cost. Such causes shall include, but not be limited to, Ameresco's negligence, errors, omissions, strict liability, breach of contract, warranty, breach of warranty or any indemnified claims.
- (c) Ameresco agrees to indemnify and hold Customer harmless from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Ameresco's negligence or willful misconduct. To the extent that any such damages are covered by or under Ameresco's Commercial

General Liability Insurance policy, Ameresco shall not be required to indemnify Customer in excess of the greater of the Contract Cost or the proceeds of such policy. In no event, however, shall Ameresco be obligated to indemnify Customer to the extent that any such injury or damage is caused by the negligence of Customer or any entity for which Customer is legally responsible.

**SECTION 16                    Agreement Interpretation and Venue**

Each Party hereto has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either Party. The judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

This Agreement shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the State in which the Project is located (the "*State*"). Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by all parties in the State. Any mediation and legal proceedings involving the negotiation, formation, interpretation or enforcement of this Agreement may be brought in any state or federal district court having jurisdiction over the Parties.

**SECTION 17                    Privileged and Proprietary Information**

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information, provided, however, that Customer is a public entity which has very little information that is not open to the public. Customer shall disclose proprietary information only as required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "FOIL"), Customer shall provide prompt written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public. Notwithstanding the foregoing, Customer is not required to act contrary to law in any regards as relates to privileged and proprietary information.

**SECTION 18                    Severability**

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

**SECTION 19                    Assignments and Subcontracting**

- (a) Ameresco may elect to use subcontractors in meeting its obligations hereunder. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and Customer.

- (b) Customer shall not assign, transfer, or otherwise dispose of this Agreement. If Customer transfers ownership or its interest in the Property without the prior written consent of Ameresco, this Agreement shall terminate automatically.
- (c) Ameresco shall not assign this Agreement in whole or in part to any other party.

**SECTION 20**                    **Waiver**

Any waiver of any provision of this Agreement shall be in writing and shall be signed by a duly authorized agent of Ameresco and Customer. The waiver by either Party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or future waiver of any additional right that such Party may be entitled to under this Agreement.

**SECTION 21**                    **Force Majeure**

If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligations to make payments when due), due to causes beyond its control ("**Force Majeure**"), including, but not limited to, an act of God, strikes, lockouts or other industrial disturbances acts of public enemies orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, utility power outage, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

- (a) the non-performing Party gives the other Party prompt written notice, unless such other Party would not be prejudiced by a delay in notification, describing the particulars of the event of Force Majeure, including the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- (c) no obligations of either Party that arose before the event of Force Majeure causing the suspension of performance are excused as a result of the event Force Majeure;
- (d) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
- (e) the Term of this Agreement shall be extended for a period equal to the number of days that the event of Force Majeure prevented the non-performing Party from performing.

Any decision by Customer to close or change the use of the facilities or ECM's at the Property, except to the extent such closure or change is itself caused by Force Majeure, shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

**SECTION 22**                    **Contract Documents**

- (a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments, which are hereby incorporated herein by reference, shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all requests for proposals, proposals, previous agreements, discussions, negotiations, correspondences, and

all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.

- (b) This Agreement may not be modified or amended except in writing signed by the Parties.
- (c) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.

**SECTION 23**            **Notices**

All notices, requests, demands, elections and other communications under this Agreement, other than operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

- (a) If to Customer:

City of Milwaukie  
6101 SE Johnson Creek Boulevard  
Milwaukie, OR 97206  
Attention: Gary Parkin

With a copy to:

- (b) If to Ameresco:

Ameresco, Inc.  
150 North Michigan Avenue, Suite 420  
Chicago, IL 60601  
Attention: Louis P. Maltezos, Executive Vice President

With a copy to:

Ameresco, Inc.  
111 Speen Street, Suite 410  
Framingham, MA 01701  
Attention: General Counsel

Either Party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other Party written notice as provided above.

**SECTION 24**            **Records**

To assist Ameresco in its performance of this Agreement, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers and transporters in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property, including the following data for the most current thirty-six (36) month period: utility records, occupancy information; descriptions of any changes in building

structure or heating, cooling or other systems or energy requirements; descriptions of all energy consuming or saving equipment used on Property; descriptions of all energy management procedures presently utilized. If requested by Ameresco, Customer shall also provide any prior energy analyses of the Property, to the extent available.

**SECTION 25                    Representations and Warranties**

Each Party warrants and represents to the other Party that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to Ameresco, its organizing instruments and as to Customer, by all requisite action and are not in breach of any applicable law, code or regulation;
- (c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (d) its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a material default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (e) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder; and
- (f) the persons executing this Agreement are fully authorized by law to do so.

**SECTION 26                    Additional Representations and Warranties of Customer**

Customer hereby warrants and represents to Ameresco that:

- (a) Customer intends to continue to use the Property in a manner reasonably similar to its present use;
- (b) Customer does not contemplate any changes to the electrical and thermal consumption characteristics of the Property except as may have been disclosed to Ameresco by Customer in writing prior to the execution of this Agreement;
- (c) Customer has provided Ameresco with all records heretofore requested by Ameresco;
- (d) Customer has not entered into any other agreements or understandings for the Property with persons or entities other than Ameresco regarding the provision of the Scope of Services;
- (e) Since the date of the Audit, there has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Customer to perform its obligations hereunder; and

- (f) Customer has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into and perform this Agreement.

**SECTION 27                    Independent Contractor**

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Customer.

Nothing in this Section shall be deemed to be a waiver of Customer's right to use the Property. Customer and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

**SECTION 28                    Negligent/Wrongful Acts**

Neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

**SECTION 29                    Further Documents and Events**

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Customer shall execute all documents which may be reasonably required for Ameresco to obtain all licenses, permits and governmental approvals required by Ameresco for installation and operation of the ECM(s). Ameresco's obligations hereunder are also subject to obtaining all such licenses, permits and governmental approvals as are required to perform its obligations under this Agreement.

Customer agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, deductions, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or electrical savings created under this Agreement, howsoever created or recognized. Customer shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics.

**SECTION 30                    Third Party Beneficiaries**

The Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

**SECTION 31                    Notifications of Governmental Action - Occupational Safety and Health**

The Parties shall notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law, relating in any way to the undertakings of either Party under this Agreement.

## **SECTION 32                    Termination for Convenience**

(a) Customer shall take all necessary and timely action during the Term to obtain funds and maintain appropriations sufficient to satisfy its obligations under this Agreement.

(b) The foregoing notwithstanding, prior to the date of the Delivery and Acceptance Certificate, this Agreement may be terminated by Customer, in whole or in part, for convenience in accordance with the provisions of this Section 32(b). Customer shall provide notice to Ameresco of its election to terminate. The termination shall become effective upon Ameresco's receipt of such notice. Any such termination shall not relieve Customer from its obligation to pay Ameresco termination costs as provided for in Section 32(e) below. Any termination in part under this Section 32(b) will be reflected in a Change Order, which shall include equitable and appropriate adjustments to Ameresco's cost and/or time for performance, the baseline and the Annual Guaranteed Savings Amount to reflect the impact of such partial termination, including corresponding revisions to the Attachments.

(c) The foregoing notwithstanding, subsequent to the date of the Delivery and Acceptance Certificate, this Agreement may be terminated by Customer in accordance with the provisions of this Section 32(c) as follows:

(i) Customer shall provide notice to Ameresco of its election to terminate no later than thirty (30) days in advance of the end of the then current Guarantee Year. Such termination shall become effective on the last day of said Guarantee Year. The termination of this Agreement by Customer under this clause (i) shall release Ameresco from its obligation to provide maintenance, monitoring and training services after the effective date of termination, as well as its obligation to provide the Savings Guarantee after the termination date; provided, however, that Customer is responsible for payment for maintenance, monitoring and training services performed in accordance with the terms of this Agreement prior to the termination date and Ameresco shall remain responsible for any Savings Shortfall (as defined in Attachment C) payments due Customer prior to the date of termination.

(ii) Customer shall provide notice to Ameresco of its election to terminate no later than sixty (60) days in advance of the proposed termination date, such termination to become effective on the date specified in such notice, provided that Customer has paid to Ameresco all amounts due as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Sections 4(b), (d) and (e), in Attachment I and pursuant to any Change Order).

(d) Termination of this Agreement in its entirety in accordance with Section 32(b) or in accordance with Section 32(b)(ii) shall also terminate the Guarantee Period.

(e) Anything in this Agreement to the contrary notwithstanding, Customer shall not be relieved of its obligation to pay Ameresco when due all amounts incurred by Ameresco prior to any termination, including all professional service fees and third party costs incurred or committed by Ameresco in performing and preparing to perform and in uninstalling and otherwise demobilizing any terminated ECMs, including any third party penalties.

**SECTION 33            References**

Unless otherwise stated, all references to a particular *Attachment* or to *Attachments* herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.

**SECTION 34            Mandatory Terms for Oregon Public Improvement Contracts**

Attachment K hereto sets forth terms required for Oregon Public Contracts. To the extent of any conflict between the requirements of Attachment K and the requirements imposed by similar federally required terms, the more stringent required term shall control. Otherwise, to the extent of any conflict, this Attachment K shall control over the Agreement.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

**CITY OF MILWAUKIE**

**AMERESCO, INC.**

By:   
Authorized Signature

By:   
Authorized and Required Signature

Name: William A. Monahan

Name: Ron Haxton

Title: Vice President Northwest Region

Title: City Manager

**ATTACHMENTS TO ENERGY SERVICES AGREEMENT**  
**BETWEEN**  
**AMERESCO, INC.**  
**AND**

**CITY OF MILWAUKIE**

**ATTACHMENT A**

**PROPERTY DESCRIPTION**

The following buildings, facilities, and areas, which are owned and operated by CUSTOMER, are included in the Scope of Services set forth in Attachment B:

<b>Building Name</b>	<b>Building Address</b>	<b>Building City, State, Zip Code</b>
Ledding Library	10660 SE 21st Avenue	Milwaukie, OR 97206
City Hall	10722 SE Main Street	Milwaukie, OR 97206
Public Safety Building	3200 SE Harrison Street	Milwaukie, OR 97206
Public Works	6101 SE Johnson Creek Boulevard	Milwaukie, OR 97206
40th & Harvey	9909 SE 40 <sup>th</sup> Avenue	Milwaukie, OR 97206

## ATTACHMENT B

### SCOPE OF SERVICES

This Attachment sets forth a description of existing equipment and the Energy Conservation Measures (ECM) and related equipment to be installed by Ameresco at the buildings, facilities, and areas set forth in Attachment A within the Property. Installation of the ECM(s) and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect achievement of the Guaranteed Savings. Any changes to the installation of the ECM(s) and the included equipment are subject to approval of Customer and issuance of a Change Order, which approval shall not be unreasonably withheld, conditioned or delayed.

The ECMs described below are included in the Scope of Services:

- ECM1-MIL-M1: DDC Upgrade
- ECM2-MIL-M2: Programmable Thermostats
- ECM3-MIL-M3: Library AHU Upgrade
- ECM4-MIL-L1: Lighting Upgrade
- ECM5-MIL-G1: Elevated Tank Coating

#### **ECM1-MIL-M1: DDC Upgrade**

Niagara FX Upgrade at PSB, Public Works, Ledding Library, and City Hall.

The Ameresco Scope of Services includes the upgrade of the existing JCI Metasys direct digital controls with Niagara FX supervisory controls at Public Safety Building, Public Works, Ledding Library, and City Hall. The scope includes replacement of N-30 and N.A.E. supervisory controller at each site with a FX Johnson JACE controller. Graphics for floor plans and all equipment will be provided on an Enterpriser server on the Cities intranet.

Programming will include, Optimum start for morning warm up, time programs, global data sharing, trends, interlocks, night low limit and alarms.

- The upgrade will include four (4) Java Application Control Engines (JACE), Enterprise server and server software, graphics for floor plans and equipment, system scheduling control, alarm functionality, and equipment trending.
- This upgrade is for existing control system only. No new equipment or points are to be added into the DDC system as part of this scope unless specifically noted.
- Failed equipment or deficiencies with existing control system components outside of new front end will be reported back to the customer and are not covered as part of this scope.
- Field devices will operate as is. Any custom programming can be done at customers request at additional cost on an hourly basis.
- City to provide IP addresses at each site.

#### **ECM2-MIL-M2: Programmable Thermostats**

Programmable thermostats for the Automotive Shop at Public Works

The Ameresco Scope of Services includes installation of 7-day programmable thermostats to replace the manual thermostats controlling the four (4) Vantage-2 gas-fired radiant heaters in the fleet maintenance shop adjacent to the Community Development building.

- The new programmable thermostats will have the ability to set the temperature back during unoccupied periods based on a programmed schedule.

**ECM3-MIL-M3: Library AHU Upgrade**

Library AHU Fan and Controls Upgrade to Variable Volume with CO2 Control

The Ameresco Scope of Services includes replacement of the blower in the existing multi-zone air handler with a fan wall array.

- The new fan wall system will include a variable frequency drive, a CO<sub>2</sub> sensor, optimal start programming, and supply air reset programming.
- This upgrade effectively converts the multi-zone air handler from a constant volume unit to variable volume.
- Fan speed and outside air damper position will be controlled by zone demand, outside air temperature, and CO<sub>2</sub> sensor inputs.
- Controls components will be included to integrate the air handler with the new control system installed in ECM-MIL-M1.

**ECM4-MIL-L1: Lighting Upgrade**

Lighting upgrades at PSB, Public Works, Library, 40th and Harvey, and City Hall.

The Ameresco Scope of Services includes replacement or retrofit of selected interior and exterior lighting fixtures at Public Safety Building, Public Works, Ledding Library, and City Hall.

- Occupancy sensors will be added in noted locations.
- Replacement of exterior wallpacks with LED fixtures at the Water Storage building at 40th and Harvey is also included.
- The replacements and retrofits will be new T8 lamps and ballasts or LED lamps as described in the following table.

City of Milwaukee Lighting Upgrade		
TAG	FIXTURE DESCRIPTION	QTY
LB-PSL24	L&B 4ft 2L PSL	379
LEDA19-800	LED A19 E26 9W 800-850 Lumen 120V Dimmable (60W equivalent)	10
LEDWP-50	LED Flood 50W 5700 Lumens	3
RK18-PSL24	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	10

T8ST-1824	T8 Strip Fixture 1x8, 2 Lamp Program Start	4
LB-PSL34	L&B 4ft 3L PSL	1
LB-PSL44	L&B 4ft 4L PSL	7
LEDCAN6-800	LED 6in Recessed Can Retrofit High CRI 800-850 Lumen 120v Dimmable (75W equivalent)	3
LEDG25-550	LED G25 E26 8W 550 Lumen 120V Dimmable (60W equivalent)	8
LEDPAR38-1050	LED PAR38 18W 1050 Lumen Wet Rated	6
LEDPL-11W	LED PL Lamp 11W	20
SK18-PSL24	Strip Kit 1x8, 2 4ft Lamp PSL	5
TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL	298
TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL	57
TK24-PSH24	Reflector Kit 2x4 Troffer, 2 Lamp PSH	68
LEDCAN8-2000	LED 8in Recessed Can Insert 2000 Lumen	14
LEDVAN-5038	LED 2' Vanity Fixture 2076 Lumens	1
LB-PSL23	L&B 3ft 2L PSL	3
LEDCAN6-1500	LED 6in Recessed Can Insert 21W 1500 Lumen	28
LEDPL-11WX2	LED PL Lamp (2) 11W	70
LEDPL-11V	LED PL Vertical Lamp 11W PL V G24q/G24d 11W BYPass 120-277V	10
XLED	LED Exit	12
T8HB-2464	2X4 T8 High Bay 6-Lamp with Program Start Ballast	12
DIS	Disconnect and Remove	14
LB-PSL14	L&B 4ft 1L PSL	2
RK18-PSL44	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL	19
XLEDEDGE	LED Exit	2
LB-PSL22	L&B 2ft 2L PSL	1
LB-PSN23	L&B 3ft 2L PSN	5

RK18-PSN24	New Fixture 1x8 Industrial Hood, 2 Lamp PSN	7
SK18-PSL44	Strip Kit 1x8, 4 4ft Lamp PSL	3
RH18-PSN44	Reflective Industrial Hood Fixture 1x8, 4 Lamp PSN	32
RH18-PSN64	Reflective Industrial Hood Fixture 1x8, 6 Lamp PSN	17

The new occupancy sensor types and quantities will be as described in the following table.

City of Milwaukie New Lighting Controls		
TAG	SENSOR DESCRIPTION	QTY
2MI-2CM	(2) Maestro and (2) Ceiling Mount Sensors	2
2MI-2WM	(2) Maestros and (2) Wall Mount Sensors	5
2MI-3CM	(2) Maestro and (3) Ceiling Mount Sensors	1
2MI-3WM	(2) Maestro and (3) Wall Mount Sensors	1
2RMJ-2CM	(2) Power Packs and (2) Ceiling Mount Sensors	1
2RMJ-2WM	(2) Power Packs and (2) Wall Mount Sensors	1
4MI-4CM	(4) Maestros and (4) Ceiling Mount Sensors	1
MI-2CM	Maestro and (2) Ceiling Mount Sensors	5
MI-2WM	Maestro and (2) Wall Mount Sensors	4
MI-3CM	Maestro and (3) Wireless Ceiling Mount Sensor	1
MI-3WM	Maestro and (3) Wireless Wall Mount Sensor	1
MI-4WM	Maestro and (4) Wall Mount Sensors	1
MI-CM	Maestro and (1) Wireless Ceiling Mount Sensor	11
OSW	Occ Sensor WallSwitch	31
OSW-DT	Occ Sensor WallSwitch, Dual Tech - WS PDT XX	7
OSW-DT-2P	Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX	14
RMJ-3WM	Power Pack and (3) Wall Mount Sensors	1
RMJ-CM	Power Pack and (3) Wall Mount Sensors	1

### **ECM5-MIL-G1: Elevated Tank Coating**

#### Elevated Tank Interior Re-Coating and Exterior Over-Coating

The Ameresco Scope of Services includes recoating the interior and over-coating the exterior of the 1.3 Mega-gallon elevated storage tank located on the corner of SE 40th and Harvey. Ameresco will provide all labor, equipment, materials, supervision and quality control inspection services for the removal and replacement of the existing coating systems as specified by the manufacturer of the coating systems and as detailed below:

- This improvement to the tank includes the complete removal and recoating of the tank interior with Reactamine 760 or Ameresco and Customer approved equivalent. This scope includes:
  - All surfaces to be coated shall be prepared in accordance with SSPC SP-10 near white metal abrasive blasting standards unless otherwise specified.
  - 100% Solids Elastomeric Polyurethane applied in single application with a spray stripe on all welds and edges.
  - Reactamine 760 - 100% Solids Aromatic Polyurethane Hybrid, applied in a single coat, at 25.0-40.0 mils dry film thickness (DFT).
  - Dehumidification and disinfection of reservoir is included.
- Surface preparation and over-coating of the exterior of the tank portion only with Carboxane 2100 or Ameresco and Customer approved equivalent. This scope includes:
  - Power washing of reservoir exterior with 4000 PSI using biodegradable cleaner
  - Spot power tool existing corrosion to SP-3 Standards
  - Removal of loose coatings to tightly adhering coating remaining only
  - Spot priming with Carbomastic 15 Epoxy @ 5 Mils DFT
  - Stripe coat all welds, rat holes and irregular surfaces with Carbomastic 15 @ 5 Mils DFT
  - Full intermediate coat of rust bond polymeric epoxy @ 1 to 2 Mils DFT
  - Full finish coat of Carboxane 2100 Satin @ 5 to 7 Mils DFT
- A new 24 inch carbon steel roof vent flange will be fabricated and installed and a new aluminum 24" AST-Vent (AWWA D100 -05 compliant) rated above 10,000 CFM flow rate will be installed (bolted up with new hardware & gasket) after coatings application.
- Four (ea) new fall protection brackets will be installed @ 90 degree angles on the top of the reservoir roof for fall protection for City and contractor personnel.
- An allowance of \$5,000 for puddle welding of deeply pitted steel on the reservoir interior floor is included. Additional puddle welding will require use of contingency funds or additional Customer funds.
- An allowance of \$100,000 for replacement of exterior accessories is included. Additional replacement of exterior accessories will require use of contingency funds or additional Customer funds.
- The existing understructure is to remain as is. Reservoir legs, ladder, and riser are not included in this scope.
- This scope of work assumes existing third party communication equipment and Customer communications equipment mounted on tower is to remain in place and be coated around. Removal or relocation of existing communication equipment is not included.

- Surface preparation, including management/encapsulation/cleanup of loosely adhered existing lead based coatings will be conducted by a qualified person.
- Quality control inspections will be provided throughout the coating process as part of this scope
  - Ameresco will provide a NACE/SSPC-PCI Level III Certified Quality Control Inspector as well as a Site Specific Quality Control Program.
  - Ameresco will subcontract with an SSPC-QP-1 and QP-2 Certified Industrial & Marine Surface Preparation and High Performance Coatings Application Contractor.
    - SSPC QP1 Certification Program (Field Application to Complex Industrial and Marine Structures) is a nationally recognized program that evaluates an industrial paint contractor's practices in key areas of business, including Management procedures, Quality Control, Safety and environmental compliance, and Technical capabilities.
    - SSPC QP2 Certification Program (Field Removal of Hazardous Coatings) is a nationally recognized program that evaluates an industrial paint contractor's ability to safely remove and properly manage hazardous coating material in the field. Evaluation criteria include Management of hazardous paint removal projects, Technical capabilities related to hazardous paint materials, Personnel qualifications and training, Safety and environmental compliance programs.
    - Subcontractor staff will be SSPC-C-3 Certified Competent Persons for Lead and other heavy metals in Construction participating in continuous upgrade training in 29 CFR 1926.62 in house and through additional independent organizations, such as The Society of Protective Coatings (SSPC), Pac Pro Health and Safety, The International Union of Painters and Allied Trades.
- Hazardous and Non-Hazardous Wastes: This Proposal Options includes the Direct Management of all aspects of the abrasive blasting or Power Tool Cleaning and coatings application work for all work included in this scope, including the management, testing, transportation and disposal of all hazardous and non-hazardous materials generated on this project including the Cradle to Grave documentation thereof following all Local, State and Federal Guidelines.
- This specific scope (ECM5-MIL-G1) includes a 2 year warranty for workmanship and material. This warranty starts upon Substantial Completion of work and does not renew upon each warranty claim.

### **General Notes and Clarifications**

#### **Lighting Scope Clarifications:**

- The scope includes retrofit of the noted fixtures only and does not address or include any fix-up / upgrade / replacement of existing wiring, switching, conduits, hangers, etc. If items are found to be in need of repair or replacement – this is not included in the Scope of

Services and associated costing. The Scope of Services does include replacement of existing broken lighting sockets when replacing bulbs.

- It is assumed that all emergency lighting is on generator or independent battery control. Replacements of emergency ballasts are not included in the project.
- Replacement or repair of fixture lenses or louvers are not included, fixture lenses will be wiped with a dry cloth.
- Ameresco is not responsible for fixtures that are found to be damaged prior to commencement of its Scope of Services.
- All manufacturers' warranties (and related information) will be transferred to Customer at project close-out.
- With respect to the specific lighting scope - Ameresco will remove and lawfully recycle / dispose of existing lamps and PCB ballasts. All ballasts that are determined to be non-PCB shall be disposed of with non-hazardous waste. Noted items will be carefully recycled and disposed of through a licensed recycling firm in accordance with all state and federal guidelines. Certificates verifying the proper disposal and recycling of PCB containing materials will be provided by the vendor.
- Lighting levels, if existing is identified to be over-lit per recommended standards, may be reduced.
- Ameresco is not responsible for any pre-existing electrical code violations or electrical system deficiencies.

General Scope of Services Comments:

- Unless specifically noted in the Scope of Services – abatement of ACM and other hazardous materials is excluded.
- As final engineering is not started and equipment is not ordered until Ameresco has a signed contract / notice to proceed - Ameresco cannot guarantee delivery dates / system start-up and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect construction schedule.
- Material ordering and final scheduling will not occur until a signed agreement is received.
- Ameresco pricing assumes 100% availability of rooms to do the work. Unless noted otherwise, pricing based on 1st shift only (Monday through Friday).
- Unless specifically noted in the Scope of Services – paint / patch is excluded. If noted in the Scope of Services – only the affected areas will be addressed (not the entire area / wall). Paint will match existing adjacent as close as possible but an exact match cannot be guaranteed.

- Piping / conduit / wire mold may be run exposed in occupied spaces (as applicable).
- Unless specifically noted in the Scope of Services – conduit / wire mold is un-painted.
- Some existing equipment may be left abandoned in place.
- Unless specifically noted in the Scope of Services – no piping covers have been included.
- If applicable - tile and carpet in-fill strips will match adjacent existing as close as possible but an exact match cannot be guaranteed.
- If applicable - existing ceiling tiles will be removed and reinstalled. New ceiling / grid is not included in the Scope of Services unless specifically noted.

**ATTACHMENT C**

**SAVINGS GUARANTEE**

**GUARANTEED SAVINGS AMOUNT; GUARANTEE PERIOD**

Ameresco hereby guarantees to Customer that the amount of the total Annual Savings shall equal or exceed the total “**Guaranteed Savings**” (as specified in Table C1 below), over the Guarantee Period (defined below).

The Annual Guaranteed Savings Amount is made up of one (1) savings component:

1. Energy (Electricity, Gas, and Water) Cost Savings

Ameresco, guarantees the total Annual Guaranteed Savings Amount, but does not guarantee the savings amount achieved by each individual savings measure.

Sources of Energy Savings are set forth in Attachment G.

Calculation of the Annual Savings shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Attachment G.

Table C-1

<b>Year</b>	<b>Guaranteed Energy Savings</b>	<b>Total Guaranteed Savings</b>
1	\$22,907	\$22,907

The Guarantee Period shall be one (1) year unless terminated earlier as provided in the Agreement.

This Attachment C, comprising one (1) page, is attached to and made part of the Agreement.

**City of Milwaukee**

**Ameresco, Inc.**

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

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

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

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

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

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

**ATTACHMENT D (1)**  
**DELIVERY AND ACCEPTANCE CERTIFICATE**

**PROJECT COMPLETION LOG**

<i>Sub-Project Tasks/Punch List items</i>	<i>Completion Date</i>

<p><b>Notes (special instructions etc.):</b></p>    
--

**Items furnished to CUSTOMER with this Delivery and Acceptance Certificate:**

- Receipt of owner's manuals; \_\_\_\_\_ sets.
- Receipt of instruction and training; \_\_\_\_\_
- Completion of inspection and walk-through.
- Receipt of warranty information.

The punch list items are hereby completed in accordance with the Agreement. Customer agrees that the Agreed Upon Savings have been satisfied for the term of the Guarantee Period.

CUSTOMER	By:	Title:	Date:
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**ATTACHMENT D (2)**

**PERCENT COMPLETE ACKNOWLEDGEMENT CERTIFICATE**

Customer hereby acknowledges receipt and acceptance of the \_\_\_\_\_ portion of the Energy Conservation Measure (the "ECM") described in Attachment B to the Energy Services Agreement (the "Agreement") dated \_\_\_\_\_, 201\_ between Customer and Ameresco. Customer certifies that the work described in the related application for payment submitted by Ameresco has been completed in accordance with the Agreement and that the ECM(s) are \_\_\_\_\_ percent complete, as substantiated by sufficient detail provided by Ameresco. Customer agrees to make payment to Ameresco as set forth in Section 4 of the Agreement.

Date Accepted by Customer: \_\_\_\_\_

Accepted for:

Accepted by:

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

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

**ACKNOWLEDGMENT OF AMERESCO**

Ameresco hereby acknowledges that the total amount due based upon percent complete for the ECM's described in Attachment B, and the Notice to Proceed, hereto is \$ \_\_\_\_\_.

Date Accepted by Ameresco:

Accepted for: AMERESCO, INC.

Accepted by:

Name:

Title:

**ATTACHMENT D (3)**

**SUBSTANTIAL COMPLETION CERTIFICATE**

<b>PROJECT NAME &amp; ADDRESS:</b>	<b>PROJECT NO.:</b> _____
_____	<b>CONTRACT DATE:</b> _____
_____	<b>DESCRIPTION:</b> _____
_____	_____
_____	_____

The installation of [list each ECM being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing ECM(s) is hereby established as:

**SUBSTANTIAL COMPLETION DATE:** \_\_\_\_\_

The date of Substantial Completion of an ECM is the date when such ECM is sufficiently complete in accordance with the Agreement so that Customer derives beneficial use thereof. Customer agrees that the Agreed Upon Savings associated with the ECMs listed have been satisfied for the term of the Guarantee Period.

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such ECM(s), as required by the Agreement. A list of items to be completed or corrected is identified below as punch list items.

**CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701**

**AUTHORIZED** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
(type or print)

**CUSTOMER:**

**AUTHORIZED** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
(type or print)

**PUNCHLIST ITEMS**

Attach additional page(s) as necessary. Number of pages attached \_\_\_\_.

[Please Print On Customer Letter Head]

**ATTACHMENT E**

**NOTICE TO PROCEED**

MONTH DAY YEAR

Ron Haxton  
Vice President Northwest Region  
Ameresco, Inc.  
5200 SW Macadam Avenue, Suite 500  
Portland, OR 97239

**SUBJECT: NOTICE TO PROCEED**

Mr. Haxton:

In accordance with the terms of the Energy Services Agreement dated July 5, 2016 City of Milwaukie hereby issues this **Notice to Proceed** to Ameresco in relation to the Scope of Services set forth in this Energy Services Agreement.

Sincerely,

**CITY OF MILWAUKIE**

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Name:  
Title:

**ATTACHMENT F**  
**CHANGE ORDER**

Change Request No.

CUSTOMER:

Department:

Project No.

Contract No.

Site:

Title:

**I. REQUEST**

Date:

(a) Requested by: \_\_\_\_\_ Of \_\_\_\_\_

(b) Description of change:

**II. AMERESCO'S AGREEMENT**

For all costs involved in this change including extensions of time herein requested, Ameresco proposes to perform the work described in accordance with the provisions of the Agreement for the price as follows.

**Payment shall be made on the basis of:**

- (a) Predetermined lump sum total of \$
- (b) Lump sum "not-to-exceed" (add) (deduct) \$  
(Max. price based on contract or negotiated unit prices)  
NOTE: ONLY IF RATE TABLE INCLUDED: ( )
- (c) Time & Material Basis \$  
"not-to-exceed" (add) (deduct)  
(Computed in accordance with provisions of the Contract)

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted per (c) above.

An extension of contract time of \_\_\_\_\_ calendar days to \_\_\_\_\_ is requested.

**ATTACHMENTS**

[Tailor to Change Order and Scope]

All references in the Agreement to Attachments shall also mean and refer to Attachments A-\_, B-\_  
etc., as a separate scope of Work. Attachments A-1 through J-1 shall be read and construed  
separately from Attachments A-\_ through J-\_

All other provisions of the Agreement not expressly modified by this Change Order #\_\_ shall  
remain in full force and effect including, but not limited to, Section 25 of the Agreement,  
Representations and Warranties, which representations and warranties are incorporated herein by  
reference with respect to this Change Order #\_\_.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order #\_\_ to be duly  
executed and delivered by their proper and duly authorized officers.

**AMERESCO, INC.**

\_\_\_\_\_  
By: Ron Haxton  
Title: Vice President Northwest Region  
Date:  
(Signature Required)

**CUSTOMER APPROVAL:**  
CUSTOMER

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contract Award	\$
Previous Additions	\$
Previous Deductions	\$
Net Total	\$
This Change	\$
Total	\$

**ATTACHMENT G**

**MEASUREMENT AND VERIFICATION PLAN;  
METHODOLOGY OF CALCULATING SAVINGS**

**SECTION 1: SAVINGS MEASUREMENT AND VERIFICATION**

**Utility Rates**

Table G1 summarizes the baseline utility rates. These rates were used in establishing the Baseline and calculations in this Attachment G. Throughout the Term of the Guarantee Period the utility rates in Table G1, escalated at 3.0% per year shall be used in determining Annual Savings. The Customer acknowledges and accepts the utility rates set forth in Table G1 as reasonable. Table G2 summarizes baseline data received by Ameresco from Customer.

**Table G1: Utility Rates**

Facility	Electric		Natural Gas
	\$/kWh	\$/kW	\$/Therm
<b>All Buildings</b>	<b>\$0.080</b>	<b>\$4.99</b>	<b>\$1.03</b>

**Table G2: Existing Utility Information**

Project Title City of Milwaukee

Building Resource Use Breakdown

Facility	Area (sqft)	Baseline Annual Electrical Usage		Baseline Annual Gas Usage		Baseline EUI	Baseline Energy Cost	Baseline Energy Cost
		(kWh)	(kBtu)	(Therms)	(kBtu)	(kBtu/sqft)	(\$/sqft)	(\$)
Library	12,000	201,770	688,641	10,596	1,059,555	145.7	\$ 2.46	\$ 29,580
City Hall	10,000	124,760	425,806	2,477	247,685	67.3	\$ 1.49	\$ 14,866
PSB	33,000	692,300	2,362,820	9,291	929,065	99.8	\$ 2.09	\$ 69,098
Public Works	16,100	265,900	907,517	8,275	827,497	107.8	\$ 2.08	\$ 33,470
40th & Harvey	6,800	5,455	18,616	2,258	225,795	35.9	\$ 0.47	\$ 3,218
<b>Total</b>	<b>77,900</b>	<b>1,290,185</b>	<b>4,403,400</b>	<b>32,896</b>	<b>3,289,597</b>	<b>99</b>	<b>\$ 1.93</b>	<b>\$ 150,231</b>

**Energy Savings**

Actual Annual Savings from Energy Savings for the First Guarantee Year shall be determined as set forth in Table G3 below based on U.S. DoE Federal Energy Management Program M&V Guidelines Version 4.0. In each subsequent Guarantee Year, the actual Annual Savings determined for the First Guarantee Year shall be escalated at a rate of 3.0% per year to determine the actual Annual Savings from these measures for such Guarantee Year.

**Table G3-1: ECM1-MIL-M1: DDC Upgrade M&V Approach for Energy Savings**

M&V Plan Description	FEMP Option A (Retrofit Isolation with Key Parameter Measurement) will be used to quantify the energy consumption savings associated with this ECM.
Baseline Performance Parameters	Pre-retrofit parameters are based on industry information and energy audit data collection. Space temperatures and motor run hours sampled during energy audit.
Post Installation Performance Parameters	<p>Minimum Post Installation M&amp;V Requirements – Monitoring of equipment operating hours and space temperatures.</p> <p>Metered or Measured Variables - HVAC schedule, zone temperatures</p> <p>Stipulated Variables - Load profile in weather bins. Pre- and post-retrofit variables. Operating hours</p>
Performance Assurance Activities	<ul style="list-style-type: none"> <li>• Annual inspection of installed systems to identify ability to maintain persistence of savings. Periodic monitoring and reporting of operating hours, set-points, and space temperatures.</li> <li>• Calculate First Year Energy Savings and document in the M&amp;V Report.</li> </ul>

**Table G3-2: ECM2-MIL-M2: Programmable Thermostats M&V Approach for Energy Savings**

M&V Plan Description	FEMP Option A (Retrofit Isolation with Key Parameter Measurement) will be used to quantify the energy consumption savings associated with this ECM.
Baseline Performance Parameters	Pre-retrofit parameters are based on industry information and energy audit data collection. Space temperatures and motor run hours sampled during energy audit.
Post Installation Performance Parameters	<p>Minimum Post Installation M&amp;V Requirements – Monitoring of equipment operating hours and space temperatures</p> <p>Metered or Measured Variables - HVAC schedule, zone temperatures</p> <p>Stipulated Variables – Load profile in weather bins. Pre- and post-retrofit variables. Operating hours</p>
Performance Assurance Activities	<ul style="list-style-type: none"> <li>• Annual inspection of installed systems to identify ability to maintain persistence of savings. Periodic monitoring and reporting of operating hours, set-points, and space temperatures.</li> <li>• Calculate First Year Energy Savings and document in the M&amp;V Report.</li> </ul>

**Table G3-3: ECM3-MIL-M3: Library AHU Upgrade M&V Approach for Energy Savings**

M&V Plan Description	FEMP Option A (Retrofit Isolation with Key Parameter Measurement) will be used to quantify the energy consumption savings associated with this ECM.
Baseline Performance Parameters	Pre-retrofit parameters are based on industry information and energy audit data collection. Space temperatures and motor run hours sampled during energy audit.
Post Installation Performance Parameters	<p>Minimum Post Installation M&amp;V Requirements – Monitoring of equipment operating hours and space temperatures.</p> <p>Metered or Measured Variables - Outside air damper position, VFD speed, zone temperatures, return air CO<sub>2</sub> concentration, HVAC schedule.</p> <p>Stipulated Variables – Load profile in weather bins. Pre- and post-retrofit variables. Operating hours, occupancy</p>
Performance Assurance Activities	<ul style="list-style-type: none"> <li>• Annual inspection of installed systems to identify ability to maintain persistence of savings. Periodic monitoring and reporting of operating hours, set-points, and space temperatures</li> <li>• Calculate First Year Energy Savings and document in the M&amp;V Report.</li> </ul>

**Table G3-4: ECM4-MIL-L1: Lighting Upgrade M&V Approach for Energy Savings**

M&V Plan Description	FEMP Option A (Retrofit Isolation with Key Parameter Measurement) will be used to quantify the energy consumption savings associated with this ECM.
Baseline Performance Parameters	Fixture wattages are from an industry standard wattage table. Operating hours to be based on information provided by the customer, and industry standard burn hour assumptions.
Post Installation Performance Parameters	<p>Minimum Post Installation M&amp;V Requirements – Fixture wattages, on a sample of post-project installed fixtures consisting of either single fixtures or a circuit of fixtures shall be measured on fixtures which represent more than 5% of the overall population</p> <p>Metered or Measured Variables - One time during Year 1 instantaneous power using a true RMS power meter. Measurements will follow 80/20 statistical confidence and precision criteria.</p> <p>Stipulated Variables – Baseline and post-installation (subject to one-time post-retrofit measurements) fixture power draw. Operating hours will not change unless an occupancy sensor is installed, and operating hours will be as noted in the savings calculation table. Interactive effects are not measured</p>
Performance Assurance Activities	<ul style="list-style-type: none"> <li>• Adjust savings to measured results.</li> <li>• Ameresco will visually inspect a sample of lamps to verify the lighting system performs as intended and the lamp types are as efficient as those proposed in the energy audit.</li> <li>• Calculate First Year Energy Savings and document in the M&amp;V Report.</li> </ul>

**Table G3-5: ECM5-MIL-G1: Elevated Tank Coating M&V Approach for Energy Savings**

M&V Plan Description	ECM Construction and Performance Verification
Baseline Performance Parameters	N/A
Post Installation Performance Parameters	N/A
Performance Assurance Activities	<ul style="list-style-type: none"> <li>Confirm that the Scope of Services was completed in the noted areas and appears to be installed / performing as expected.</li> </ul>

**M&V Services**

For each Guarantee Year for which M&V Services are to be performed, Ameresco will perform the M&V Services and submit to Customer a measurement and verification report (the “M&V Report”), which shall include a guarantee reconciliation (the “Guarantee Reconciliation”) upon the later of (i) ninety (90) days after the end of each Guarantee Year and (ii) sixty (60) days after Ameresco receives or obtains all utility billing and other energy usage data necessary for Ameresco’s completion of the Guarantee Reconciliation. The Guarantee Reconciliation will set forth the calculation of the cumulative Annual Savings achieved in relation to the cumulative Guaranteed Savings for the period being reconciled.

The M&V Services will be performed and an M&V Report delivered for Guarantee Year 1 of the Guarantee Period. By written notice to Ameresco provided no later than ninety (90) days prior to the commencement of a Guarantee Year, Customer, in its sole discretion, may elect to continue the M&V Services (at an additional cost). Upon written notice to Ameresco, given at least ninety (90) days prior to the commencement of Years 2 through 15 of the Guarantee Period, Ameresco will continue monitoring the performance of each ECM, consistent with the M&V Plan, and provide an Annual M&V Report; provided however, such notice may be given only for consecutive Guarantee Years. If the Customer elects to not continue the M&V Services, the Guaranteed Savings will be deemed achieved for the balance of the Guarantee Period and no further M&V Services will be performed. The Guaranteed Savings will be deemed achieved for each year for which M&V Services are not required to be performed.

The Customer must pay the stated M&V fee listed in Attachment I in each given year for the M&V Services to be provided as required by the Section 4(d) of the ESA. Failure to pay the M&V Services fee when due on an annual basis will result in termination of the M&V Services, and the Guaranteed Savings shall be deemed achieved for each Guarantee Year for which payment was not made and for the balance of the Guarantee Period.

In the event of early termination of this Agreement or of the M&V Services, unless termination is effective on the last day of the Guarantee Year then in effect, no annual M&V Report will be produced for the Guarantee Year then in effect, and the Guaranteed Savings shall be deemed achieved for the Guarantee Year then in effect and for the balance of the Guarantee Period.

**Routine and Non-Routine Adjustments to the Baseline**

This Attachment G: Savings Measurement and Verification Plan describes the specific measurement and verification plan for each energy conservation measure. Contained within each plan are the calculation formulas for determining energy savings, including adjustments to the energy baseline during the Guarantee Period to address routine and non-routine adjustments. Baseline adjustments for routine and non-routine adjustments are discussed below:

### **Routine Adjustments**

Routine adjustments are changes to the baseline energy consumption due to factors which are both significant to the energy consumption and vary predictably. Factors resulting in routine adjustments include, but are not limited to, weather, building temperature setpoint, hours of operation, and number of occupants. Routine adjustments, if required according to the respective measurement and verification plan, will be performed annually and will affect the performance period in which the adjustment occurs only, and will not be continued into later performance periods. If routine adjustments result in a reduction of energy savings and are beyond the control of Ameresco, the value of the savings guarantee will be reduced by the magnitude of the routine adjustment.

### **Non-Routine Adjustments**

Non-routine adjustments are changes to the baseline energy consumption due to factors that are significant to the energy consumption but do not vary predictably. Factors resulting in non-routine adjustments include, but are not limited to, additions or reductions to the area of a building, changes to the use of a building, installation, modification, or replacement of equipment, and changes to the building envelope. Non-routine adjustments, if required according to the respective measurement and verification plan, will be performed once and will be affective for the remainder of the performance period. If non-routine adjustments result in a reduction of energy savings and are beyond the control of Ameresco, the value of the savings guarantee will be reduced by the magnitude of the routine adjustment.

### **Reporting of Routine and Non-Routine Adjustments**

Both Ameresco and Customer share responsibility in identifying routine and non-routine adjustments. Ameresco will monitor key parameters and perform site visits as required per the measurement and verification plan. If, during the course of these actions, Ameresco identifies operations or changes to the buildings or systems that would result in a baseline adjustment, Ameresco will notify Customer accordingly as outlined in the measurement and verification plan. Customer is obligated to notify Ameresco when material changes occur within the facilities and provide additional information, if required, to perform baseline adjustments, including, but not limited to, equipment submittals, building plans, and dates that such changes occurred. Ameresco will calculate baseline adjustments, when required, and submit the results to Customer and its agents.

### **Guarantee Reconciliation**

If, for any Guarantee Year during the Guarantee Period, the Guaranteed Savings is not achieved, as evidenced by the fact that the cumulative Annual Savings as detailed in the M&V Report is less than the cumulative Guaranteed Savings for the same period, Ameresco shall pay Customer the amount (the "Savings Shortfall") by which the cumulative Guaranteed Savings exceeds the cumulative Annual Savings, or, by mutual written agreement of the Parties, in lieu of making a payment of the Savings Shortfall Ameresco may rectify the Savings Shortfall through installation of additional ECM(s) or modifications. Such payment, installation or modification shall be the sole and exclusive remedy of Customer in the event of a Savings Shortfall. Any such payments shall be included in the cumulative Annual Savings total for purposes of future Guarantee Reconciliations.

In addition, in the event of a Savings Shortfall, Ameresco shall have the right but not the obligation, at Ameresco's sole discretion and expense, to install additional ECM(s) or modifications to mitigate any future Savings Shortfall with the approval of Customer, such approval not to be unreasonably withheld, conditioned or delayed. If, in any Guarantee Year, the Annual Savings exceed the Guaranteed Savings for such Guarantee Year, the excess savings will be used first to reimburse Ameresco for any Savings Shortfall payments made in previous years, whether such payment was made in cash or through installation of additional ECMs, with the balance included in the Annual Savings amount for the succeeding Guarantee Year.

**Dispute Resolution**

Any dispute, claim or disagreement of any kind or nature between the Parties arising out of or in connection with this M&V Plan, Adjustment to the Baseline or the Savings Guarantee shall be resolved in accordance with the Dispute Resolution procedures set forth in Section 13 of the Agreement.

**SECTION 2: METHODOLOGY USED TO CALCULATE PROJECT SAVINGS**

The methodology used for projecting savings resulting from the implementation of the proposed project is summarized in the following equation:

$$\text{Annual Savings} = \text{Energy Savings}$$

Where:

**Annual Savings:** The total annual savings associated with implementation of this project. This is the savings figure that will be used for comparison to the Guaranteed Savings as part of the Guarantee Reconciliation.

**Energy Savings:** The total Energy Savings associated with reduction in energy consumption as a result of implementation of this project.

**Table G4: Summary of Annual Energy Savings**

Energy Conservation Measures	Estimated Electricity Savings		Estimated Gas Savings		De-Rating Factor	Guaranteed Electricity Savings		Guaranteed Gas Savings	
	Consumption kWh	Demand kW	Consumption (Therms)	Demand (Therms)		Consumption kWh	Demand kW	Consumption (Therms)	Guaranteed Savings
MIL-M1 - DDC Upgrade	60,684	-	3,651	-	90%	54,616	-	3,286	\$ 7,948
MIL-M2 - Programmable Thermostats	-	-	193	-	90%	-	-	174	\$ 178
MIL-M3 - Library AHU Upgrade	28,132	-	731	-	90%	25,319	-	658	\$ 2,795
MIL-L1 - Lighting Upgrade	148,955	386	(1,042)	-	90%	134,059	347	(937)	\$ 11,986
MIL-G1 - Elevated Tank Coating	-	-	-	-	-	-	-	-	\$ -
Totals:	237,771	386	3,533	-		213,994	347	3,180	\$ 22,907

The following details the savings calculations associated with each Energy Conservation Measure (ECM) included in Attachment B.

**ECM1-MIL-M1: DDC Upgrade**

$$Savings = \sum^{Bin} (CoolingSavings + HeatingSavings)$$

$$CoolingSavings = CoolingBase - CoolingPost$$

$$CoolingBase = CoolingElectricity \times RunHour_{Base}$$

$$CoolingPost = CoolingElectricity \times RunHour_{Post}$$

$$CoolingElectricity = 4.5 \times OA_{intake} \times \Delta Enthalpy / 12,000 \times 1.0kW / ton$$

$$HeatingSavings = HeatingBase - HeatingPost$$

$$HeatingBase = HeatingConsumption \times RunHour_{Base}$$

$$HeatingPost = HeatingConsumption \times RunHour_{Post}$$

$$HeatingConsumption = 4.5 \times OA_{intake} \times \Delta Enthalpy / 100,000 / 0.85$$

Where:

Cooling <sub>Base</sub>	=	Amount of cooling consumed for the baseline sequence of operation
Cooling <sub>Post</sub>	=	Amount of cooling consumed for the post sequence of operation
Heating <sub>Base</sub>	=	Amount of heating consumed for the baseline sequence of operation
Heating <sub>Post</sub>	=	Amount of heating consumed for the post sequence of operation
RunHour <sub>Base</sub>	=	Number of hours for OA intake in the baseline sequence of operation
RunHour <sub>Post</sub>	=	Number of hours for OA intake in the post sequence of operation
Enthalpy	=	Enthalpy difference between OA intake and return air

### **ECM2-MIL-M2: Programmable Thermostats**

$$Savings = \sum^{Bin} (HeatingSavings)$$

$$HeatingSavings = HeatingConsumption_{Base} - HeatingConsumption_{Post}$$

$$HeatingConsumption = \Delta T \times U \times A$$

Where:

HeatingConsumption<sub>Base</sub> = Amount of heating consumed for the baseline condition

HeatingConsumption<sub>Post</sub> = Amount of heating consumed for the post condition

$\Delta T$  = Difference between the space temperature and the outside air temperature

U = Building envelope insulating factor

A = Building envelope area

### **ECM3-MIL-M3: Library AHU Upgrade**

$$Savings = \sum^{Bin} (CoolingSavings + HeatingSavings + FanPowerSavings)$$

$$CoolingSavings = CoolingBase - CoolingPost$$

$$CoolingBase = CoolingElectricity \times RunHour_{Base}$$

$$CoolingPost = CoolingElectricity \times RunHour_{Post}$$

$$CoolingElectricity = 4.5 \times OA_{intake} \times \Delta Enthalpy / 12,000 \times 1.0kW / ton$$

$$HeatingSavings = HeatingBase - HeatingPost$$

$$HeatingBase = HeatingConsumption \times RunHour_{Base}$$

$$HeatingPost = HeatingConsumption \times RunHour_{Post}$$

$$HeatingConsumption = 4.5 \times OA_{intake} \times \Delta Enthalpy / 100,000 / 0.85$$

$$FanPowerSavings = FanPower_{Base} - FanPower_{Post}$$

$$FanPower_{Base} = FanPower \times RunHour_{Base}$$

$$FanPower_{Post} = FanPower \times \%FanSpeed^3 \times RunHour_{Post}$$

### **ECM4-MIL-L1: Lighting Upgrade**

$$Savings = DemandSavings + EnergySavings$$

$$DemandSavings = BaselineDemand - PostDemand$$

$$EnergySavings = BaselineEnergy - PostEnergy$$

$$BaselineDemand = \sum_{months} \sum_{buildings} \sum_{fixtures} (kW_{Post} \times Months)$$

$$PostDemand = \sum_{month} \sum_{buildings} \sum_{fixtures} (kW_{Post} \times Months)$$

$$BaselineEnergy = \sum_{buildings} \sum_{fixtures} (kW_{Base} \times Hrs)$$

$$PostEnergy = \sum_{buildings} \sum_{fixtures} (kW_{Retro} \times Hrs)$$

Heat Penalty =

$$\sum_{buildings} \frac{\sum_{fixtures} (kW_{Base} \times Hrs_{Base} - kW_{Post} \times Hrs_{retro})}{12months} \times \frac{Mths_{htg} \times 3,413 \text{ btu/kWh}}{HeatingEff \times 1,000,000 \text{ btu/mmbtu}} \times Util$$

Cooling Savings =

$$\sum_{buildings} \frac{\sum_{fixtures} (kW_{Base} \times Hrs_{Base} - kW_{Post} \times Hrs_{Retro})}{12months} \times \frac{Mths_{cool}}{CoolEff} \times Util$$

Where:

$kW_{Base}$  = Baseline fixture kW

$kW_{Post}$  = Post-installation fixture kW

Hrs = Baseline fixture operating hours

HeatingEff = Average heating system efficiency

CoolEff = Average cooling system performance

Util = Factor representing the amount of energy transmitted to the space

$Mths_{htg}$  = Number of months the heating penalty will occur

$Mths_{cool}$  = Number of months the cooling benefit will occur

The specific lighting improvements, by circuit, and lighting controls improvements are detailed in the following tables:

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Harvey Building	LAB	T12 W-2444	1	2X4 4 Lamp T12 Wrap Fixture	251	0.14	36		LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	
Harvey Building	RR	A19-60	1	Code includes ALL 60W Incandescent A19 Shape Lamps	251	0.06	15		LEDA19-800	1	LED A19 E26 9W 800-850 Lumen 120V Dimmable (60W equivalent)	251	0.01	2	
Harvey Building	Kitchen	T12 W-1424	1	1X4 2 Lamp T12 Wrap Fixture	251	0.07	18		LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	
Harvey Building	Pump Room	T12S T-1828	3	1X8 2-8' Lamp T12 Strip	251	0.37	93		RK18-PSL24	3	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	251	0.18	44	
Harvey Building	Storage 1	T8ST -1424 -E	1	1x4 2 Lamp T8 Strip	251	0.06	15		LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	
Harvey Building	Storage 1	T8ST -1844	1	1x8 4-4' Lamp T8 Strip	251	0.11	28		RK18-PSL24	1	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	251	0.06	15	
Harvey Building	Storage 1	T12S T-1828	1	1X8 2-8' Lamp T12 Strip	251	0.12	31		RK18-PSL24	1	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	251	0.06	15	
Harvey Building	Storage 2	T8ST -1844 -E	2	1x8 4-4' Lamp T8 Strip	251	0.22	56		RK18-PSL24	2	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	251	0.12	30	
Harvey	Storage	NO	4	No Lights	251				T8ST-	4	T8 Strip Fixture	251	0.24	59	

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Building	2	LIGHTS		(use code where NEW lights are to be added)					1824		1x8, 2 Lamp Program Start				
Harvey Building	Storage 3	T8ST-1844-E	2	1x8 4-4' Lamp T8 Strip	251	0.22	56		RK18-PSL24	2	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	251	0.12	30	
Harvey Building	Storage 3	T8ST-1828-E	1	1x8 2-8'L T8 Strip Fixture	251	0.12	31		RK18-PSL24	1	Reflector Kit 1x8 Industrial Hood, 2 Lamp PSL	251	0.06	15	
Harvey Building	Storage 3	T12S T-2444	1	2X4 4 Lamp T12 Strip	251	0.14	36		T8ST-1424	1	1x4 2 Lamp T8 Strip	251	0.06	15	
Harvey Building	Exterior	HPS WP-150	2	150w HPS Wallpack	4,380	0.34	1,489		LEDWP-50	2	LED Flood 50W 5700 Lumens	4,380	0.10	438	
Harvey Building	Exterior	MHW P-100	1	100w Metal Halide Wallpack	4,380	0.11	495		LEDWP-50	1	LED Flood 50W 5700 Lumens	4,380	0.05	219	
City Hall	Conference Work Room	T8TP B-2424	9	2X4 2L T8 Troffer Parabolic	2,510	0.53	1,333	6	LB-PSL24	9	L&B 4ft 2L PSL	2,008	0.38	759	5
City Hall	Conference Work Room	PLD EC-26x2	1	2L 26W Pin-Based Fluorescent Decorative or Specialty 120v	2,510	0.06	138	1	LEDPL-11WX2	1	LED PL Lamp (2) 11W	2,510	0.02	55	0
City Hall	Conference Work Room	PLD EC-26x2	1	2L 26W Pin-Based Fluorescent	2,510	0.06	138	1	LEDPL-11WX2	1	LED PL Lamp (2) 11W	2,510	0.02	55	0

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
	Entry			Decorative or Specialty 120v											
City Hall	Conference Work Room Office	T8W-2444	4	2x4 4L T8 Wrap Fixture	2,510	0.44	1,104	5	LB-PSL44	4	L&B 4ft 4L PSL	2,008	0.34	675	4
City Hall	Records Hall	PLD EC-26x2	2	2L 26W Pin-Based Fluorescent Decorative or Specialty 120v	2,510	0.11	276	1	PLDEC-26x2	2	2L 26W Pin-Based Fluorescent Decorative or Specialty 120v	2,510	0.11	276	1
City Hall	Open Office Area	T8TP B-222U	12	2X2 2U T8 Troffer Parabolic	2,510	0.71	1,777	8	TK22-PSL22	12	Reflector Kit 2x2, 2 2ft Lamp PSL	2,008	0.41	819	5
City Hall	Open Office Kitchen	T8W-1424	2	1x4 2L T8 Wrap Fixture	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,008	0.08	169	1
City Hall	Office City Recorded	T8TP B-222U	2	2X2 2U T8 Troffer Parabolic	2,510	0.12	296	1	TK22-PSL22	2	Reflector Kit 2x2, 2 2ft Lamp PSL	2,008	0.07	137	1
City Hall	Restroom	A19-25	8	Code includes ALL 25W Incandescent A19 Shape Lamps	2,510	0.20	502	2	LEDG25-550	8	LED G25 E26 8W 550 Lumen 120V Dimmable (60W equivalent)	2,510	0.06	161	1
City Hall	City Manager Open Area	T8TP B-222U	2	2X2 2U T8 Troffer Parabolic	2,510	0.12	296	1	TK22-PSL22	2	Reflector Kit 2x2, 2 2ft Lamp PSL	2,008	0.07	137	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
City Hall	City Manager Open Area	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
City Hall	City Manager	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
City Hall	City Manager	T8TP B-222U	1	2X2 2U T8 Troffer Parabolic	2,510	0.06	148	1	TK22-PSL22	1	Reflector Kit 2x2, 2 2ft Lamp PSL	2,008	0.03	68	0
City Hall	Assist City manager	T8TP B-2424	1	2X4 2L T8 Troffer Parabolic	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
City Hall	Conference Room	T8TP B-222U	2	2X2 2U T8 Troffer Parabolic	2,510	0.12	296	1	TK22-PSL22	2	Reflector Kit 2x2, 2 2ft Lamp PSL	2,008	0.07	137	1
City Hall	HR	T8TP B-2434	4	2X4 3L T8 Troffer Parabolic	2,510	0.36	894	4	TK24-PSL24	4	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.17	337	2
City Hall	HR Director	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
City Hall	Council Chamber	T8TP B-2434	12	2X4 3L T8 Troffer Parabolic	2,510	1.07	2,681	13	TK24-PSL24	12	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,510	0.50	1,265	6
City Hall	Council Chamber	QDE C-300	4	300W Quartz Halogen Decorative Fixture	2,510	1.20	3,012	14	QDEC-300	4	300W Quartz Halogen Decorative Fixture	2,510	1.20	3,012	14
City Hall	Control Room	ICAN 6-60	4	60w Incandescent 6" Recessed	2,510	0.24	602	3	LEDPAR 38-1050	4	LED PAR38 18W 1050 Lumen Wet Rated	2,510	0.07	181	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
				Can											
City Hall	2nd Floor Hallway	T8TP B-2424	9	2X4 2L T8 Troffer Parabolic	2,510	0.53	1,333	6	LB-PSL24	9	L&B 4ft 2L PSL	2,510	0.38	949	5
City Hall	Elevator	T8ST - 1424	1	1x4 2 Lamp T8 Strip	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,510	0.04	105	1
City Hall	Finance Dept	T8TP B-2424	2	2X4 2L T8 Troffer Parabolic	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	1
City Hall	Finance Dept	T8TP B-2424	4	2X4 2L T8 Troffer Parabolic	2,510	0.24	592	3	LB-PSL24	4	L&B 4ft 2L PSL	2,510	0.17	422	2
City Hall	Finance Dept	T8TP B-222U	2	2X2 2U T8 Troffer Parabolic	2,510	0.12	296	1	TK22-PSL22	2	Reflector Kit 2x2, 2 2ft Lamp PSL	2,510	0.07	171	1
City Hall	Payroll Office	T8TP B-2424	2	2X4 2L T8 Troffer Parabolic	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	1
City Hall	Finance Director	T8TP B-2424	4	2X4 2L T8 Troffer Parabolic	2,510	0.24	592	3	LB-PSL24	4	L&B 4ft 2L PSL	2,510	0.17	422	2
City Hall	Accounting	T8TP B-2424	1	2X4 2L T8 Troffer Parabolic	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
City Hall	Front Office	T8TP B-2434	9	2X4 3L T8 Troffer Parabolic	2,510	0.80	2,011	10	TK24-PSL24	9	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.38	759	5
City Hall	Court Supervisor Office	T8TP B-2434	4	2X4 3L T8 Troffer Parabolic	2,510	0.36	894	4	TK24-PSL24	4	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.17	337	2
City Hall	Server Room	T8TP B-	2	2X4 3L T8 Troffer	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2	2,008	0.08	169	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
		2434		Parabolic							Lamp PSL				
City Hall	Women's RR	T8VA N-1424	1	1x4 2L T8 Bathroom Vanity	2,008	0.06	118	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
City Hall	Women's RR	PLC M-13x2	1	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	2,008	0.03	60	0	PLCM-13x2	1	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	2,008	0.03	60	0
City Hall	Men's RR	PLC M-13x2	2	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	2,008	0.06	120	1	PLCM-13x2	2	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	2,008	0.06	120	1
City Hall	Men's RR	T8VA N-1424	1	1x4 2L T8 Bathroom Vanity	2,008	0.06	118	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
City Hall	1st Floor Hallway	T8TP B-2424	8	2X4 2L T8 Troffer Parabolic	2,510	0.47	1,185	6	LB-PSL24	8	L&B 4ft 2L PSL	2,510	0.34	843	4
City Hall	Community Coordinator	T8TP B-222U	1	2X2 2U T8 Troffer Parabolic	2,510	0.06	148	1	TK22-PSL22	1	Reflector Kit 2x2, 2 2ft Lamp PSL	2,008	0.03	68	0
City Hall	Community Coordinator	T8TP B-2424	1	2X4 2L T8 Troffer Parabolic	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
City Hall	Commun	A19-	1	Code	2,510	0.06	151	1	LEDA19-	1	LED A19 E26	2,510	0.01	23	0

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
	ity Coordina tor	60		includes ALL 60W Incandescen t A19 Shape Lamps					800		9W 800-850 Lumen 120V Dimmable (60W equivalent)				
City Hall	Commun ity Coordina tor	T8TP B- 222U	4	2X2 2U T8 Troffer Parabolic	2,510	0.24	592	3	TK22- PSL22	4	Reflector Kit 2x2, 2 2ft Lamp PSL	2,510	0.14	341	2
City Hall	Garage Area	T8ST - 1844	5	1x8 4-4' Lamp T8 Strip	2,510	0.56	1,406	7	SK18- PSL24	5	Strip Kit 1x8, 2 4ft Lamp PSL	2,008	0.21	422	3
City Hall	Garage area	T8ST - 1424	1	1x4 2 Lamp T8 Strip	2,510	0.06	148	1	LB- PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
City Hall	Janitor	T8ST - 1424	2	1x4 2 Lamp T8 Strip	251	0.12	30	1	LB- PSL24	2	L&B 4ft 2L PSL	201	0.08	17	1
City Hall	Baseme nt stairs	PLC M- 13x2		2L Pin- Based Fluorescent Ceiling Mount Fixture - 13W 120V	2,510				PLCM- 13x2		2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	2,510			
City Hall	Baseme nt stairs	T8TP R- 2424	2	2X4 2L T8 Troffer Prismatic	2,510	0.12	296	1	LB- PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	1
City Hall	Baseme nt	T8W- 1424	5	1x4 2L T8 Wrap Fixture	2,510	0.30	740	4	LB- PSL24	5	L&B 4ft 2L PSL	2,008	0.21	422	3
City Hall	Baseme nt	T8W- 2434	1	2x4 3L T8 Wrap Fixture	2,510	0.09	223	1	LB- PSL34	1	L&B 4ft 3L PSL	2,510	0.06	158	1
City Hall	Baseme	T8VA	1	1x4 2L T8	2,008	0.06	118	1	LB-	1	L&B 4ft 2L PSL	2,008	0.04	84	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
	nt RR	N-1424		Bathroom Vanity					PSL24						
City Hall	Basement RR	PLC AN6-18	3	1L 18W Pin-Based Fluorescent 6" Recessed Can 120v	2,510	0.06	158	1	LEDCAN 6-800	3	LED 6in Recessed Can Retrofit High CRI 800-850 Lumen 120v Dimmable (75W equivalent)	2,510	0.05	113	1
City Hall	Mechanical Elevator	T8W-1424	1	1x4 2L T8 Wrap Fixture	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	1
City Hall	Records Storage	T8ST-1424	11	1x4 2 Lamp T8 Strip	251	0.65	163	8	LB-PSL24	11	L&B 4ft 2L PSL	201	0.46	93	6
City Hall	Vault	A19-60	1	Code includes ALL 60W Incandescent A19 Shape Lamps	251	0.06	15	1	LEDA19-800	1	LED A19 E26 9W 800-850 Lumen 120V Dimmable (60W equivalent)	251	0.01	2	0
City Hall	Boiler Room	T8W-1424	2	1x4 2L T8 Wrap Fixture	251	0.12	30	1	LB-PSL24	2	L&B 4ft 2L PSL	251	0.08	21	1
City Hall	Conference Work Room	T8TPB-2424	2	2X4 2L T8 Troffer Parabolic	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	1
Library	Back Room	T8W-1424	5	1x4 2L T8 Wrap Fixture	3,091	0.30	912	4	LB-PSL24	5	L&B 4ft 2L PSL	3,091	0.21	649	3
Library	RR	PLC M-13x2	1	2L Pin-Based Fluorescent Ceiling	3,091	0.03	93	0	PLCM-13x2	1	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W	3,091	0.03	93	0

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
				Mount Fixture - 13W 120V							120V				
Library	Library Back Office	T8W-1424	3	1x4 2L T8 Wrap Fixture	3,091	0.18	547	2	LB-PSL24	3	L&B 4ft 2L PSL	3,091	0.13	389	2
Library	Upstairs Offices	T8W-1424	7	1x4 2L T8 Wrap Fixture	3,091	0.41	1,277	5	LB-PSL24	7	L&B 4ft 2L PSL	2,473	0.29	727	4
Library	Upstairs Closet	T8ST-1424	1	1x4 2 Lamp T8 Strip	3,091	0.06	182	1	LB-PSL24	1	L&B 4ft 2L PSL	3,091	0.04	130	1
Library	Upstairs Hall	PLC M-13x2	2	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	3,091	0.06	185	1	PLCM-13x2	2	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	3,091	0.06	185	1
Library	Lower Floor Hall	PLC M-13x2	3	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	3,091	0.09	278	1	PLCM-13x2	3	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	3,091	0.09	278	1
Library	Lower Floor Kitchen	T8W-1424	3	1x4 2L T8 Wrap Fixture	3,091	0.18	547	2	LB-PSL24	3	L&B 4ft 2L PSL	2,473	0.13	312	2
Library	Lower Floor Library	T8TP R-2444	56	2X4 4L T8 Troffer Prismatic	3,091	6.16	19,041	74	TK24-PSL24	56	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,091	2.35	7,270	28
Library	Lower Floor	T8TP R-	1	2X2 2U T8 Troffer	3,091	0.06	182	1	TK22-PSL22	1	Reflector Kit 2x2, 2 2ft Lamp	3,091	0.03	105	0

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
	Library	222U		Prismatic							PSL				
Library	Lower Floor Boiler Room	T8W-1424	2	1x4 2L T8 Wrap Fixture	3,091	0.12	365	1	LB-PSL24	2	L&B 4ft 2L PSL	3,091	0.08	260	1
Library	Lower Floor Womens RR	T8VA N-1424	3	1x4 2L T8 Bathroom Vanity	2,473	0.18	438	2	LB-PSL24	3	L&B 4ft 2L PSL	2,473	0.13	312	2
Library	Lower Floor Mens RR	T8VA N-1424	2	1x4 2L T8 Bathroom Vanity	2,473	0.12	292	1	LB-PSL24	2	L&B 4ft 2L PSL	2,473	0.08	208	1
Library	Main Office	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	3,091	0.18	550	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,473	0.08	208	1
Library	Main Floor Library	T8SP R-222U	26	2X2 2U T8 Surface Mount Prismatic	3,091	1.53	4,742	18	TK22-PSL22	26	Reflector Kit 2x2, 2 2ft Lamp PSL	3,091	0.88	2,732	11
Library	Main Floor Library	T8W-1424	1	1x4 2L T8 Wrap Fixture	3,091	0.06	182	1	LB-PSL24	1	L&B 4ft 2L PSL	3,091	0.04	130	1
Library	Main Floor Library	T8W-1424	4	1x4 2L T8 Wrap Fixture	3,091	0.24	729	3	LB-PSL24	4	L&B 4ft 2L PSL	3,091	0.17	519	2
Library	Main Floor Library	PLC AN8-26x2-2	10	2L 26W Pin-Based Fluorescent 8" Recessed Can 277v	3,091	0.55	1,700	7	LED CAN 8-2000	10	LED 8in Recessed Can Insert 2000 Lumen	3,091	0.27	835	3
Library	Main Floor Library	T8TP R-222U	3	2X2 2U T8 Troffer Prismatic	3,091	0.18	547	2	TK22-PSL22	3	Reflector Kit 2x2, 2 2ft Lamp PSL	3,091	0.10	315	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Library	Main Floor Library	T8TP R-2444	68	2X4 4L T8 Troffer Prismatic	3,091	7.48	23,121	90	TK24-PSH24	68	Reflector Kit 2x4 Troffer, 2 Lamp PSH	3,091	4.42	13,662	53
Library	Main Floor Library	PLC M-9x2-2	12	2L Pin-Based Fluorescent Ceiling Mount Fixture - 9W 277V	3,091	0.25	779	3	PLCM-9x2-2	12	2L Pin-Based Fluorescent Ceiling Mount Fixture - 9W 277V	3,091	0.25	779	3
Library	Main Floor Library	T8TP R-2434	10	2X4 3L T8 Troffer Prismatic	3,091	0.89	2,751	11	TK24-PSL24	10	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,091	0.42	1,298	5
Library	Main Floor Library RR	BIAX VAN-36X2	1	BIAX Vanity Fixture with (2) 36W Lamps	3,091	0.08	232	1	LEDVAN-5038	1	LED 2' Vanity Fixture 2076 Lumens	3,091	0.03	105	0
Library	Main Floor Library Cove	T8ST - 1424	27	1x4 2 Lamp T8 Strip	3,091	1.59	4,924	19	LB-PSL24	27	L&B 4ft 2L PSL	3,091	1.13	3,505	14
Library	Main Floor Library Cove	T8ST - 1323	3	1x3 2 Lamp T8 Strip	3,091	0.16	482	2	LB-PSL23	3	L&B 3ft 2L PSL	3,091	0.17	510	2
Library	Main Floor Library Cove	LED EXIST	4	Existing LED - use for all misc. LED	3,091	0.01	37	0	LEDEXIST	4	Existing LED - use for all misc. LED	3,091	0.01	37	0
Public Safety	Main Floor Women's RR	PLC AN8-13x2-2	6	2L 13W Pin-Based Fluorescent 8" Recessed	2,510	0.18	452	2	LEDPL-11WX2	6	LED PL Lamp (2) 11W	2,008	0.13	265	2

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
				Can 277v											
Public Safety	Main Floor Women's RR	T8ST - 1424	1	1x4 2 Lamp T8 Strip	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
Public Safety	Main Floor Men's RR	PLC AN8-13x2-2	5	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	2,510	0.15	377	2	LEDPL-11WX2	5	LED PL Lamp (2) 11W	2,008	0.11	221	1
Public Safety	Main Floor Men's RR	T8ST - 1424	1	1x4 2 Lamp T8 Strip	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
Public Safety	Community Conference Room	T8TP B-2434	10	2X4 3L T8 Troffer Parabolic	2,510	0.89	2,234	11	TK24-PSL24	10	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,510	0.42	1,054	5
Public Safety	Community Conference Room	ICAN 6-60	20	60w Incandescent 6" Recessed Can	2,510	1.20	3,012	14	LEDCAN 6-1500	20	LED 6in Recessed Can Insert 21W 1500 Lumen	2,510	0.42	1,054	5
Public Safety	Community Conference Room	XT5	1	Wall Mount Edgelite Exit with T5 Lamps	2,510	0.02	38	0	XLED	1	LED Exit	2,510	0.00	8	0
Public Safety	Community Conference Room	QDE C-150	20	150W Quartz Halogen Decorative Fixture	2,510	3.00	7,530	36	QDEC-150	20	150W Quartz Halogen Decorative Fixture	2,510	3.00	7,530	36
Public Safety	Community	T8W-1424	1	1x4 2L T8 Wrap Fixture	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	201	0.04	8	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
	Conference Room Storage														
Public Safety	Main Entry for Community Room	PLC AN8-13x2-2	8	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	8,760	0.24	2,102	3	LEDPL-11WX2	8	LED PL Lamp (2) 11W	8,760	0.18	1,542	2
Public Safety	Main Entry for Community Room	PLW M-26x2-2	12	2L Pin-Based Fluorescent Wall Mount Fixture - 26W 277V	8,760	0.66	5,782	8	LEDPL-11WX2	12	LED PL Lamp (2) 11W	8,760	0.26	2,313	3
Public Safety	Main Entry	PLC AN8-13x2-2	5	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	8,760	0.15	1,314	2	LEDPL-11WX2	5	LED PL Lamp (2) 11W	8,760	0.11	964	1
Public Safety	Main Hall	T8TP B-2424	32	2X4 2L T8 Troffer Parabolic	8,760	1.89	16,539	23	LB-PSL24	32	L&B 4ft 2L PSL	8,760	1.34	11,773	16
Public Safety	Main Hall	XT5	6	Wall Mount Edgelite Exit with T5 Lamps	8,760	0.09	788	1	XLED	6	LED Exit	8,760	0.02	158	0
Public Safety	Main Hall	XT5	1	Wall Mount Edgelite Exit with T5 Lamps	8,760	0.02	131	0	XLED	1	LED Exit	8,760	0.00	26	0
Public Safety	Reception	PLC AN8-13x2-	6	2L 13W Pin-Based Fluorescent	8,760	0.18	1,577	2	LEDPL-11WX2	6	LED PL Lamp (2) 11W	8,760	0.13	1,156	2

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
		2		8" Recessed Can 277v											
Public Safety	Records	T8TP B-2424	6	2X4 2L T8 Troffer Parabolic	4,928	0.35	1,745	4	LB-PSL24	6	L&B 4ft 2L PSL	3,942	0.25	993	3
Public Safety	Records Archive	T8TP B-2424	2	2X4 2L T8 Troffer Parabolic	4,928	0.12	582	1	LB-PSL24	2	L&B 4ft 2L PSL	3,942	0.08	331	1
Public Safety	Interview	T8TP B-2444	1	2X4 4L T8 Troffer Parabolic	2,510	0.11	276	1	TK24-PSL24	1	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.04	84	1
Public Safety	Conference Room	T8TP B-2424	1	2X4 2L T8 Troffer Parabolic	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
Public Safety	Conference Room	T8TP B-2444	2	2X4 4L T8 Troffer Parabolic	2,510	0.22	552	3	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	Electrical	T8ST -1424	1	1x4 2 Lamp T8 Strip	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	1
Public Safety	Elevator Room	T8ST -1424	1	1x4 2 Lamp T8 Strip	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	1
Public Safety	Police Chief	T8TP B-2444	2	2X4 4L T8 Troffer Parabolic	2,510	0.22	552	3	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	Admin Office	T8TP B-2444	2	2X4 4L T8 Troffer Parabolic	2,510	0.22	552	3	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	Capitan Office	T8TP B-2444	2	2X4 4L T8 Troffer Parabolic	2,510	0.22	552	3	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public	Capitan	T8TP	2	2X4 4L T8	2,510	0.22	552	3	TK24-	2	Reflector Kit	2,008	0.08	169	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Safety	Office 2	B-2444		Troffer Parabolic					PSL24		2x4 Troffer, 2 Lamp PSL				
Public Safety	Property Tech	T8TP B-2444	2	2X4 4L T8 Troffer Parabolic	2,510	0.22	552	3	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	IT Manager	T8TP B-2444	2	2X4 4L T8 Troffer Parabolic	2,510	0.22	552	3	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	IT Dept. Open Area	T5TP R-1414	5	1L T5 Troffer Prismatic	2,510	0.30	753	4	T5TPR-1414	5	#N/A	2,008	0.30	602	4
Public Safety	IT Dept. Open RR	T8VA N-1424	1	1x4 2L T8 Bathroom Vanity	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
Public Safety	IT Dept. Open Break Room	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	IT Dept. Open Supply Room	T5TP R-1414	4	1L T5 Troffer Prismatic	251	0.24	60	3	T5TPR-1414	4	#N/A	201	0.24	48	3
Public Safety	IT Dept. Open Tech Room	T5TP R-1414	4	1L T5 Troffer Prismatic	2,510	0.24	602	3	T5TPR-1414	4	#N/A	2,008	0.24	482	3
Public Safety	IT Dept. Open Equipment Room	T8W-1424	4	1x4 2L T8 Wrap Fixture	251	0.24	59	3	LB-PSL24	4	L&B 4ft 2L PSL	201	0.17	34	2
Public Safety	Sargent Office	T8TP B-2434	8	2X4 3L T8 Troffer Parabolic	2,510	0.71	1,787	9	TK24-PSL24	8	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.34	675	4

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Public Safety	Break Room	T8TP B-2434	3	2X4 3L T8 Troffer Parabolic	2,510	0.27	670	3	TK24-PSL24	3	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.13	253	2
Public Safety	Server Room	T8W-1424	3	1x4 2L T8 Wrap Fixture	2,510	0.18	444	2	LB-PSL24	3	L&B 4ft 2L PSL	2,008	0.13	253	2
Public Safety	Training Room	T8TP B-2434	7	2X4 3L T8 Troffer Parabolic	2,510	0.62	1,564	7	TK24-PSL24	7	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.29	590	4
Public Safety	Code Enforcement Office	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	Code Enforcement Supply Room	T8TP B-2434	1	2X4 3L T8 Troffer Parabolic	2,510	0.09	223	1	TK24-PSL24	1	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.04	84	1
Public Safety	Squad Room	T8TP B-2434	12	2X4 3L T8 Troffer Parabolic	4,928	1.07	5,263	13	TK24-PSL24	12	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,942	0.50	1,987	6
Public Safety	Report Office	T8TP B-2434	8	2X4 3L T8 Troffer Parabolic	4,928	0.71	3,509	9	TK24-PSL24	8	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,942	0.34	1,325	4
Public Safety	Men's RR	PLC AN8-13x2-2	2	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	2,510	0.06	151	1	LEDPL-11WX2	2	LED PL Lamp (2) 11W	2,008	0.04	88	1
Public Safety	Men's RR	T8ST - 1424	2	1x4 2 Lamp T8 Strip	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,008	0.08	169	1
Public Safety	Women's RR	PLC AN8-	2	2L 13W Pin-Based	2,510	0.06	151	1	LEDPL-11WX2	2	LED PL Lamp (2) 11W	2,008	0.04	88	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
		13x2-2		Fluorescent 8" Recessed Can 277v											
Public Safety	Women's RR	T8ST-1424	2	1x4 2 Lamp T8 Strip	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,008	0.08	169	1
Public Safety	Janitor	T8W-1424	1	1x4 2L T8 Wrap Fixture	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
Public Safety	Armory	T8TPB-2424	2	2X4 2L T8 Troffer Parabolic	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,008	0.08	169	1
Public Safety	Evidence	T8W-1424	16	1x4 2L T8 Wrap Fixture	4,928	0.94	4,652	11	LB-PSL24	16	L&B 4ft 2L PSL	3,942	0.67	2,649	8
Public Safety	Sally Port	T8RH-1844	7	1x8 4-4'L T8 Reflective Hood	8,760	0.77	6,745	9	RK18-PSL44	7	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL	6,570	0.59	3,863	7
Public Safety	Sally Port Electrical Room	T8W-1424	2	1x4 2L T8 Wrap Fixture	251	0.12	30	1	LB-PSL24	2	L&B 4ft 2L PSL	251	0.08	21	1
Public Safety	Sally Port Bike Room	T8W-1424	2	1x4 2L T8 Wrap Fixture	4,928	0.12	582	1	LB-PSL24	2	L&B 4ft 2L PSL	3,942	0.08	331	1
Public Safety	Evidence Prefactor	CFWM-26x2-2	4	Screw-In CFL Interior Wall Mount - (2) 25W-27W 277V	4,928	0.20	986	2	LEDPL-11WX2	4	LED PL Lamp (2) 11W	4,928	0.09	434	1
Public Safety	Evidence Prefactor	XT5	1	Wall Mount Edgelite Exit with T5 Lamps	4,928	0.02	74	0	XLED	1	LED Exit	4,928	0.00	15	0

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Public Safety	Evidence Prefactor	T8TP B-2424	2	2X4 2L T8 Troffer Parabolic	4,928	0.12	582	1	LB-PSL24	2	L&B 4ft 2L PSL	4,928	0.08	414	1
Public Safety	Evidence Prefactor	T8TP R-2242	1	2X2 4L T8 Troffer Prismatic	4,928	0.07	335	1	TK22-PSL22	1	Reflector Kit 2x2, 2 2ft Lamp PSL	4,928	0.03	168	0
Public Safety	Equipment Room	T8W-1424	1	1x4 2L T8 Wrap Fixture	4,928	0.06	291	1	LB-PSL24	1	L&B 4ft 2L PSL	3,942	0.04	166	1
Public Safety	Lab	T8TP B-2424	3	2X4 2L T8 Troffer Parabolic	4,928	0.18	872	2	LB-PSL24	3	L&B 4ft 2L PSL	3,942	0.13	497	2
Public Safety	Holding	T8SP R-1424	6	1X4 2L T8 Surface Mount Prismatic	2,510	0.35	889	4	LB-PSL24	6	L&B 4ft 2L PSL	2,510	0.25	633	3
Public Safety	Holding Cells	T8SP R-1424	3	1X4 2L T8 Surface Mount Prismatic	2,510	0.18	444	2	LB-PSL24	3	L&B 4ft 2L PSL	2,510	0.13	316	2
Public Safety	Interview	T8SP R-1424	1	1X4 2L T8 Surface Mount Prismatic	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,510	0.04	105	1
Public Safety	Plumbing Closet	T8W-1424	1	1x4 2L T8 Wrap Fixture	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	1
Public Safety	Holding RR	T8SP R-1424	1	1X4 2L T8 Surface Mount Prismatic	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,510	0.04	105	1
Public Safety	Fire Dept. Hallway	T8TP B-2424	2	2X4 2L T8 Troffer Parabolic	8,760	0.12	1,034	1	LB-PSL24	2	L&B 4ft 2L PSL	8,760	0.08	736	1
Public	Training	T8TP	9	2X4 3L T8	4,928	0.80	3,947	10	TK24-	9	Reflector Kit	3,942	0.38	1,490	5

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Safety	Room	B-2434		Troffer Parabolic					PSL24		2x4 Troffer, 2 Lamp PSL				
Public Safety	Training Room	ICAN 6-60	8	60w Incandescent 6" Recessed Can	4,928	0.48	2,365	6	LEDCAN 6-1500	8	LED 6in Recessed Can Insert 21W 1500 Lumen	4,928	0.17	828	2
Public Safety	Truck Bay	T8W-1424	12	1x4 2L T8 Wrap Fixture	8,760	0.71	6,202	8	LB-PSL24	12	L&B 4ft 2L PSL	8,760	0.50	4,415	6
Public Safety	Truck Bay	MHH B-250	12	250w Metal Halide High Bay	251	3.54	889	42	T8HB-2464	12	2X4 T8 High Bay 6-Lamp with Program Start Ballast	251	2.69	675	32
Public Safety	Truck Bay	T8VA N-1414	1	1x4 1L T8 Bathroom Vanity	8,760	0.04	307	0	LB-PSL14	1	L&B 4ft 1L PSL	8,760	0.03	219	0
Public Safety	Truck Bay	XPL7 x2	2	Exit Sign (2) 7W CFL	8,760	0.04	350	0	XLEDED GE	2	LED Exit	8,760	0.01	53	0
Public Safety	EMS Room	T8TP B-2434	5	2X4 3L T8 Troffer Parabolic	2,008	0.45	894	5	TK24-PSL24	5	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.21	422	3
Public Safety	Tool Room	T8ST -1424	7	1x4 2 Lamp T8 Strip	2,008	0.41	829	5	LB-PSL24	7	L&B 4ft 2L PSL	2,008	0.29	590	4
Public Safety	SCUA Room	T8W-1424	5	1x4 2L T8 Wrap Fixture	2,510	0.30	740	4	LB-PSL24	5	L&B 4ft 2L PSL	2,008	0.21	422	3
Public Safety	RR	T8W-1424	1	1x4 2L T8 Wrap Fixture	2,510	0.06	148	1	LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	1
Public Safety	Turn out Room	T8W-1424	4	1x4 2L T8 Wrap Fixture	2,008	0.24	474	3	LB-PSL24	4	L&B 4ft 2L PSL	2,008	0.17	337	2
Public Safety	Truck Bay Stairs	T8VA N-1424	2	1x4 2L T8 Bathroom Vanity	2,510	0.12	296	1	LB-PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Public Safety	Upper Storage	T8ST - 1424	12	1x4 2 Lamp T8 Strip	251	0.71	178	8	LB-PSL24	12	L&B 4ft 2L PSL	201	0.50	101	6
Public Safety	Hose Room	T8VA N-1424	2	1x4 2L T8 Bathroom Vanity	251	0.12	30	1	LB-PSL24	2	L&B 4ft 2L PSL	201	0.08	17	1
Public Safety	Fire Stairway	T8VA N-1424	4	1x4 2L T8 Bathroom Vanity	251	0.24	59	3	LB-PSL24	4	L&B 4ft 2L PSL	251	0.17	42	2
Public Safety	Fire Stairway	XT5	1	Wall Mount Edgelite Exit with T5 Lamps	8,760	0.02	131	0	XLED	1	LED Exit	8,760	0.00	26	0
Public Safety	2nd Floor Fire Hallway	T8TP B-2424	7	2X4 2L T8 Troffer Parabolic	8,760	0.41	3,618	5	LB-PSL24	7	L&B 4ft 2L PSL	8,760	0.29	2,575	4
Public Safety	2nd Floor Fire Hallway	T8W-1424	7	1x4 2L T8 Wrap Fixture	8,760	0.41	3,618	5	LB-PSL24	7	L&B 4ft 2L PSL	8,760	0.29	2,575	4
Public Safety	Dorms	T8W-1424	2	1x4 2L T8 Wrap Fixture	251	0.12	30	1	LB-PSL24	2	L&B 4ft 2L PSL	251	0.08	21	1
Public Safety	Dorms	A19-60	7	Code includes ALL 60W Incandescent A19 Shape Lamps	251	0.42	105	5	LEDA19-800	7	LED A19 E26 9W 800-850 Lumen 120V Dimmable (60W equivalent)	251	0.06	16	1
Public Safety	Dorms	T8VA N-1222	1	1x2 2 Lamp T8 Vanity Fixture	251	0.03	9	0	LB-PSL22	1	L&B 2ft 2L PSL	251	0.03	9	0
Public	Laundry	T8W-	1	1x4 2L T8	251	0.06	15	1	LB-	1	L&B 4ft 2L PSL	251	0.04	11	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Safety		1424		Wrap Fixture					PSL24						
Public Safety	Kitchen	T8W-1424	6	1x4 2L T8 Wrap Fixture	8,760	0.35	3,101	4	LB-PSL24	6	L&B 4ft 2L PSL	8,760	0.25	2,208	3
Public Safety	TV Room	T8TP B-2434	12	2X4 3L T8 Troffer Parabolic	251	1.07	268	13	TK24-PSL24	12	Reflector Kit 2x4 Troffer, 2 Lamp PSL	251	0.50	127	6
Public Safety	TV Room	PLC AN8-13x2-2	4	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	8,760	0.12	1,051	1	LEDPL-11WX2	4	LED PL Lamp (2) 11W	8,760	0.09	771	1
Public Safety	Telephone	T8TP B-2434	1	2X4 3L T8 Troffer Parabolic	4,928	0.09	439	1	TK24-PSL24	1	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,942	0.04	166	1
Public Safety	Kitchen Pantry	T8W-1424	1	1x4 2L T8 Wrap Fixture	4,928	0.06	291	1	LB-PSL24	1	L&B 4ft 2L PSL	3,942	0.04	166	1
Public Safety	Water Heater Room	T8ST-1424	1	1x4 2 Lamp T8 Strip	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	201	0.04	8	1
Public Safety	Police Hallway	T8TP B-2424	7	2X4 2L T8 Troffer Parabolic	8,760	0.41	3,618	5	LB-PSL24	7	L&B 4ft 2L PSL	8,760	0.29	2,575	4
Public Safety	Police Hallway	XT5	2	Wall Mount Edgelite Exit with T5 Lamps	8,760	0.03	263	0	XLED	2	LED Exit	8,760	0.01	53	0
Public Safety	Fitness Room	T8W-1424	16	1x4 2L T8 Wrap Fixture	4,928	0.94	4,652	11	LB-PSL24	16	L&B 4ft 2L PSL	3,942	0.67	2,649	8
Public Safety	Fitness Room	PLD EC-26	8	1L Pin-Based Fluorescent Decorative Fixture -	4,928	0.24	1,183	3	DIS	8	Disconnect and Remove	4,928			

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
				26W 120V											
Public Safety	Fitness Room	PLC AN8-13x2-2	4	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	4,928	0.12	591	1	LEDPL-11WX2	4	LED PL Lamp (2) 11W	3,942	0.09	347	1
Public Safety	Fitness Room RR	T8VA N-1424	1	1x4 2L T8 Bathroom Vanity	4,928	0.06	291	1	LB-PSL24	1	L&B 4ft 2L PSL	3,942	0.04	166	1
Public Safety	Fitness Room Electrical	T8ST - 1424	1	1x4 2 Lamp T8 Strip	251	0.06	15	1	LB-PSL24	1	L&B 4ft 2L PSL	251	0.04	11	1
Public Safety	Men's Locker Room	T8TP B-2434	8	2X4 3L T8 Troffer Parabolic	4,928	0.71	3,509	9	TK24-PSL24	8	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,942	0.34	1,325	4
Public Safety	Men's Locker Room	T8W-1424	2	1x4 2L T8 Wrap Fixture	4,928	0.12	582	1	LB-PSL24	2	L&B 4ft 2L PSL	3,942	0.08	331	1
Public Safety	Men's Locker Room	PLC AN6-18	4	1L 18W Pin-Based Fluorescent 6" Recessed Can 120v	4,928	0.08	414	1	LEDPL-11V	4	LED PL Vertical Lamp 11W PL V G24q/G24d 11W BYPass 120-277V	3,942	0.04	173	1
Public Safety	Men's Locker Room	T8VA N-1424	3	1x4 2L T8 Bathroom Vanity	4,928	0.18	872	2	LB-PSL24	3	L&B 4ft 2L PSL	3,942	0.13	497	2
Public Safety	Men's Locker Room	PLC AN8-13x2-2	4	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	4,928	0.12	591	1	LEDPL-11WX2	4	LED PL Lamp (2) 11W	3,942	0.09	347	1
Public	Women's	T8TP	2	2X4 3L T8	4,928	0.18	877	2	TK24-	2	Reflector Kit	3,942	0.08	331	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Safety	Locker Room	B-2434		Troffer Parabolic					PSL24		2x4 Troffer, 2 Lamp PSL				
Public Safety	Women's Locker Room	T8W-1424	2	1x4 2L T8 Wrap Fixture	4,928	0.12	582	1	LB-PSL24	2	L&B 4ft 2L PSL	3,942	0.08	331	1
Public Safety	Women's Locker Room	PLC AN6-18	3	1L 18W Pin-Based Fluorescent 6" Recessed Can 120v	4,928	0.06	310	1	LEDPL-11V	3	LED PL Vertical Lamp 11W PL V G24q/G24d 11W BYPass 120-277V	3,942	0.03	130	0
Public Safety	Women's Locker Room	T8VAN-1424	1	1x4 2L T8 Bathroom Vanity	4,928	0.06	291	1	LB-PSL24	1	L&B 4ft 2L PSL	3,942	0.04	166	1
Public Safety	Women's Locker Room	PLC AN8-13x2-2	2	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	4,928	0.06	296	1	LEDPL-11WX2	2	LED PL Lamp (2) 11W	3,942	0.04	173	1
Public Safety	Detective Open Area	T8TP B-2434	14	2X4 3L T8 Troffer Parabolic	4,928	1.25	6,140	15	TK24-PSL24	14	Reflector Kit 2x4 Troffer, 2 Lamp PSL	3,942	0.59	2,318	7
Public Safety	Conference Room	T8TP B-2434	2	2X4 3L T8 Troffer Parabolic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Safety	Sargent Office	T8TP B-2434	1	2X4 3L T8 Troffer Parabolic	2,510	0.09	223	1	TK24-PSL24	1	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.04	84	1
Public Safety	Main Stairs	MHC AN10-100	4	100w Metal Halide 10" Recessed Can	8,760	0.46	4,065	6	LEDKAN 8-2000	4	LED 8in Recessed Can Insert 2000 Lumen	8,760	0.11	946	1
Public	Elevator	T8ST	2	1x4 2 Lamp	8,760	0.12	1,034	1	LB-	2	L&B 4ft 2L PSL	8,760	0.08	736	1

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Safety		- 1424		T8 Strip					PSL24						
Public Safety	Main Entry	PLC AN8-13x2-2	4	2L 13W Pin-Based Fluorescent 8" Recessed Can 277v	8,760	0.12	1,051	1	LEDPL-11WX2	4	LED PL Lamp (2) 11W	8,760	0.09	771	1
Public Safety	Exterior	PLC AN6-18	3	1L 18W Pin-Based Fluorescent 6" Recessed Can 120v	4,380	0.06	276	1	LEDPL-11V	3	LED PL Vertical Lamp 11W PL V G24q/G24d 11W BYPass 120-277V	4,380	0.03	145	0
Public Safety	Exterior	PLW M-26-2	20	1L Pin-Based Fluorescent Wall Mount Fixture - 26W 277V	4,380	1.10	4,818	13	LEDPL-11W	20	LED PL Lamp 11W	4,380	0.22	964	3
Public Works	Sign Shop	T8ST - 1844	4	1x8 4-4' Lamp T8 Strip	2,510	0.45	1,124		RK18-PSL44	4	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL	2,008	0.34	675	
Public Works	Sign Shop	T8ST - 1844	8	1x8 4-4' Lamp T8 Strip	2,510	0.90	2,249		RK18-PSL44	8	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL	2,008	0.67	1,349	
Public Works	Fleet	T8R H-1848 HO	9	1X8 4-8' Lamp T8HO Reflective Hood Fixture	2,510	3.33	8,358		RH18-PSN44	9	#N/A	2,510	0.99	2,485	
Public Works	Fleet Mechani	T8R H-	6	1X8 4-8' Lamp T8HO	2,510	2.22	5,572		RH18-PSN44	6	#N/A	2,510	0.66	1,657	

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
	c Area	1848 HO		Reflective Hood Fixture											
Public Works	Fleet Mechanical Area	T8R H-1848 HO	17	1X8 4-8' Lamp T8HO Reflective Hood Fixture	2,510	6.29	15,788		RH18-PSN64	17	#N/A	2,510	2.87	7,211	
Public Works	Fleet Mechanical Area	T8R H-1424	7	1x4 2L T8 Reflective Hood	2,510	0.41	1,037		RK18-PSN24	7	#N/A	2,510	0.41	1,037	
Public Works	Office	T8W-2444	3	2x4 4L T8 Wrap Fixture	2,510	0.33	828		LB-PSL44	3	L&B 4ft 4L PSL	2,008	0.25	506	
Public Works	Back Office	T8TPR-2434	4	2X4 3L T8 Troffer Prismatic	2,510	0.36	894		TK24-PSL24	4	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.17	337	
Public Works	Storage	T8ST-1828	3	1x8 2-8'L T8 Strip Fixture	2,510	0.37	926		SK18-PSL44	3	#N/A	2,008	0.33	663	
Public Works	Office	T8W-1424	6	1x4 2L T8 Wrap Fixture	2,510	0.35	889		LB-PSL24	6	L&B 4ft 2L PSL	2,008	0.25	506	
Public Works	Office	MR16-60	6	50W Halogen MR16 Shape Lamps	2,510	0.30	753		DIS	6	Disconnect and Remove	2,510			
Public Works	Sink	T8W-1424	1	1x4 2L T8 Wrap Fixture	2,510	0.06	148		LB-PSL24	1	L&B 4ft 2L PSL	2,510	0.04	105	
Public Works	Sink	T8W-1424	4	1x4 2L T8 Wrap Fixture	2,510	0.24	592		LB-PSL24	4	L&B 4ft 2L PSL	2,008	0.17	337	
Public Works	Electrical	T8ST-1424	1	1x4 2 Lamp T8 Strip	2,510	0.06	148		LB-PSL24	1	L&B 4ft 2L PSL	2,510	0.04	105	
Public Works	Upper Storage	T8R H-1828	8	1x8 2-8'L T8 Reflective Hood	2,510	0.98	2,470		RH18-PSN44	8	#N/A	2,008	0.88	1,767	

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Public Works	Upper Storage	T8R H-1424	4	1x4 2L T8 Reflective Hood	2,510	0.24	592		LB-PSL24	4	L&B 4ft 2L PSL	2,008	0.17	337	
Public Works	Upper Server	T8ST - 1424	3	1x4 2 Lamp T8 Strip	2,510	0.18	444		LB-PSL24	3	L&B 4ft 2L PSL	2,008	0.13	253	
Public Works	CD Lunch	T8TP R-2424	6	2X4 2L T8 Troffer Prismatic	2,510	0.35	889		LB-PSL24	6	L&B 4ft 2L PSL	2,008	0.25	506	
Public Works	Hall	T8TP R-2424	2	2X4 2L T8 Troffer Prismatic	2,510	0.12	296		LB-PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	
Public Works	Copy Room	T8TP R-2424	2	2X4 2L T8 Troffer Prismatic	2,510	0.12	296		LB-PSL24	2	L&B 4ft 2L PSL	2,008	0.08	169	
Public Works	Womens Locker Room	T8TP R-2424	1	2X4 2L T8 Troffer Prismatic	2,008	0.06	118		LB-PSL24	1	L&B 4ft 2L PSL	2,008	0.04	84	
Public Works	Womens Locker Room	T8VA N-1323	1	1x3 2 Lamp T8 Vanity Fixture	2,008	0.04	84		LB-PSN23	1	#N/A	2,008	0.06	110	
Public Works	Womens RR	T8TP R-2424	2	2X4 2L T8 Troffer Prismatic	2,008	0.12	237		LB-PSL24	2	L&B 4ft 2L PSL	2,008	0.08	169	
Public Works	Womens RR	T8VA N-1323	2	1x3 2 Lamp T8 Vanity Fixture	2,510	0.08	211		LB-PSN23	2	#N/A	2,510	0.11	276	
Public Works	Mens RR	T8TP R-2424	1	2X4 2L T8 Troffer Prismatic	2,510	0.06	148		LB-PSL24	1	L&B 4ft 2L PSL	2,510	0.04	105	
Public Works	Mens RR	T8VA N-1323	2	1x3 2 Lamp T8 Vanity Fixture	2,510	0.08	211		LB-PSN23	2	#N/A	2,510	0.11	276	

Site	Location	Pre-retrofit Lighting							Post-retrofit Lighting						
		Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)	Tag	Qty	Description	Burn Hours	Wattage (kW)	Energy Usage (kWh)	Energy Usage (kW)
Public Works	Mens Locker Room	T8IN D-2424	2	2x4 2L T8 Indirect Fixture	2,510	0.12	296		LB-PSL24	2	L&B 4ft 2L PSL	2,510	0.08	211	
Public Works	Mens Locker Room	T8VA N-1414	1	1x4 1L T8 Bathroom Vanity	2,510	0.04	88		LB-PSL14	1	L&B 4ft 1L PSL	2,510	0.03	63	
Public Works	Mens Locker Room	ICAN 6-60	2	60w Incandescent 6" Recessed Can	2,510	0.12	301		LEDPAR 38-1050	2	LED PAR38 18W 1050 Lumen Wet Rated	2,510	0.04	90	
Public Works	Open Area	T8TP R-2434	53	2X4 3L T8 Troffer Prismatic	2,510	4.72	11,840	57	TK24-PSL24	53	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,510	2.23	5,587	27
Public Works	Engineering Office	T8TP R-2434	2	2X4 3L T8 Troffer Prismatic	2,510	0.18	447	2	TK24-PSL24	2	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.08	169	1
Public Works	Director Office	T8TP R-2434	4	2X4 3L T8 Troffer Prismatic	2,510	0.36	894	4	TK24-PSL24	4	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.17	337	2
Public Works	Conference Room	T8TP R-2434	4	2X4 3L T8 Troffer Prismatic	2,510	0.36	894	4	TK24-PSL24	4	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.17	337	2
Public Works	Planning Director	T8TP R-2434	4	2X4 3L T8 Troffer Prismatic	2,510	0.36	894	4	TK24-PSL24	4	Reflector Kit 2x4 Troffer, 2 Lamp PSL	2,008	0.17	337	2
Public Works	Pole Barn	T8R H-1828	9	1x8 2-8'L T8 Reflective Hood	2,510	1.11	2,779	13	RH18-PSN44	9	#N/A	2,510	0.99	2,485	12

Existing and New Controls
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Site	Location	Selected Fixture Code	Fixture Description	Existing Controls Description	Selected Controls Description
City Hall	Front Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		(2) Maestro and (2) Ceiling Mount Sensors
City Hall	Conference Work Room	LB-PSL24	L&B 4ft 2L PSL		(2) Power Packs and (2) Ceiling Mount Sensors
City Hall	Conference Work Room Office	LB-PSL44	L&B 4ft 4L PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
City Hall	Open Office Area	TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL		Maestro and (3) Wireless Ceiling Mount Sensor
City Hall	Open Office Kitchen	LB-PSL24	L&B 4ft 2L PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	Office City Recorded	TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
City Hall	City Manager Open Area	TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL		Maestro and (2) Ceiling Mount Sensors
City Hall	City Manager Open Area	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Controlled by a device on another line
City Hall	City Manager	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
City Hall	City Manager	TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL		Controlled by a device on another line
City Hall	Assist City manager	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
City Hall	Conference Room	TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
City Hall	HR	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	HR Director	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	Accounting	LB-PSL24	L&B 4ft 2L PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	Court Supervisor Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	Server Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch
City Hall	Women's RR	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
City Hall	Women's RR	PLCM-13x2	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W	Sensor Already in place	Sensor Already in place

Existing and New Controls					
Site	Location	Selected Fixture Code	Fixture Description	Existing Controls Description	Selected Controls Description
			120V		
City Hall	Men's RR	PLCM-13x2	2L Pin-Based Fluorescent Ceiling Mount Fixture - 13W 120V	Sensor Already in place	Sensor Already in place
City Hall	Men's RR	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
City Hall	Community Coordinator	TK22-PSL22	Reflector Kit 2x2, 2 2ft Lamp PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	Community Coordinator	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
City Hall	Garage Area	SK18-PSL24	Strip Kit 1x8, 2 4ft Lamp PSL		Power Pack and (3) Wall Mount Sensors
City Hall	Garage area	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
City Hall	Janitor	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
City Hall	Basement	LB-PSL24	L&B 4ft 2L PSL		Maestro and (1) Wireless Ceiling Mount Sensor
City Hall	Basement RR	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
City Hall	Records Storage	LB-PSL24	L&B 4ft 2L PSL		Maestro and (3) Wireless Wall Mount Sensor
Library	Upstairs Offices	LB-PSL24	L&B 4ft 2L PSL		(4) Maestros and (4) Ceiling Mount Sensors
Library	Lower Floor Kitchen	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Library	Lower Floor Womens RR	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
Library	Lower Floor Mens RR	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
Library	Main Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
Public Safety	Main Floor Women's RR	LEDPL-11WX2	LED PL Lamp (2) 11W		Maestro and (2) Ceiling Mount Sensors
Public Safety	Main Floor Women's RR	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Main Floor Men's RR	LEDPL-11WX2	LED PL Lamp (2) 11W		Maestro and (2) Ceiling Mount Sensors
Public Safety	Main Floor Men's RR	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Community Conference Room Storage	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Records	LB-PSL24	L&B 4ft 2L PSL		(2) Maestro and (3) Ceiling Mount Sensors
Public Safety	Records Archive	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	Interview	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch

Existing and New Controls					
Site	Location	Selected Fixture Code	Fixture Description	Existing Controls Description	Selected Controls Description
Public Safety	Conference Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	Conference Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Controlled by a device on another line
Public Safety	Police Chief	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	Admin Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	Capitan Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	Capitan Office 2	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	Property Tech	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	IT Manager	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	IT Dept. Open Area	T5TPR-1414	#N/A		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	IT Dept. Open RR	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	IT Dept. Open Break Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch
Public Safety	IT Dept. Open Supply Room	T5TPR-1414	#N/A		Occ Sensor WallSwitch
Public Safety	IT Dept. Open Tech Room	T5TPR-1414	#N/A		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Safety	IT Dept. Open Equipment Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Sargent Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (2) Ceiling Mount Sensors
Public Safety	Break Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (1) Wireless Ceiling Mount Sensor
Public Safety	Server Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Training Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		(2) Maestros and (2) Wall Mount Sensors

Existing and New Controls					
Site	Location	Selected Fixture Code	Fixture Description	Existing Controls Description	Selected Controls Description
Public Safety	Code Enforcement Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch
Public Safety	Code Enforcement Supply Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch
Public Safety	Squad Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		(2) Maestros and (2) Wall Mount Sensors
Public Safety	Report Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		(2) Maestros and (2) Wall Mount Sensors
Public Safety	Men's RR	LEDPL-11WX2	LED PL Lamp (2) 11W		Maestro and (1) Wireless Ceiling Mount Sensor
Public Safety	Men's RR	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Women's RR	LEDPL-11WX2	LED PL Lamp (2) 11W		Maestro and (1) Wireless Ceiling Mount Sensor
Public Safety	Women's RR	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Janitor	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Armory	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Evidence	LB-PSL24	L&B 4ft 2L PSL		Maestro and (4) Wall Mount Sensors
Public Safety	Sally Port	RK18-PSL44	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL		(2) Power Packs and (2) Wall Mount Sensors
Public Safety	Sally Port Bike Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Equipment Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Lab	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Training Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (2) Wall Mount Sensors
Public Safety	EMS Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL	Sensor Already in place	Sensor Already in place
Public Safety	Tool Room	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
Public Safety	SCUA Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	RR	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Turn out Room	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
Public Safety	Upper Storage	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Hose Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Telephone	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch

Existing and New Controls					
Site	Location	Selected Fixture Code	Fixture Description	Existing Controls Description	Selected Controls Description
Public Safety	Kitchen Pantry	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Water Heater Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Fitness Room	LB-PSL24	L&B 4ft 2L PSL		(2) Maestros and (2) Wall Mount Sensors
Public Safety	Fitness Room	LEDPL-11WX2	LED PL Lamp (2) 11W		Controlled by a device on another line
Public Safety	Fitness Room RR	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Safety	Men's Locker Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		(2) Maestro and (2) Ceiling Mount Sensors
Public Safety	Men's Locker Room	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Men's Locker Room	LEDPL-11V	LED PL Vertical Lamp 11W PL V G24q/G24d 11W BYPass 120-277V		Controlled by a device on another line
Public Safety	Men's Locker Room	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Men's Locker Room	LEDPL-11WX2	LED PL Lamp (2) 11W		Controlled by a device on another line
Public Safety	Women's Locker Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Maestro and (2) Ceiling Mount Sensors
Public Safety	Women's Locker Room	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Women's Locker Room	LEDPL-11V	LED PL Vertical Lamp 11W PL V G24q/G24d 11W BYPass 120-277V		Controlled by a device on another line
Public Safety	Women's Locker Room	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Safety	Women's Locker Room	LEDPL-11WX2	LED PL Lamp (2) 11W		Controlled by a device on another line
Public Safety	Detective Open Area	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		(2) Maestro and (3) Wall Mount Sensors
Public Safety	Conference Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch
Public Safety	Sargent Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech - WS PDT XX
Public Works	Sign Shop	RK18-PSL44	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL		Maestro and (2) Wall Mount Sensors
Public Works	Sign Shop	RK18-PSL44	Reflector Kit 1x8 Industrial Hood, 4 Lamp PSL		Maestro and (2) Wall Mount Sensors

Existing and New Controls					
Site	Location	Selected Fixture Code	Fixture Description	Existing Controls Description	Selected Controls Description
Public Works	Office	LB-PSL44	L&B 4ft 4L PSL		Occ Sensor WallSwitch
Public Works	Back Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch
Public Works	Storage	SK18-PSL44	#N/A		Maestro and (1) Wireless Ceiling Mount Sensor
Public Works	Office	LB-PSL24	L&B 4ft 2L PSL		(2) Maestros and (2) Wall Mount Sensors
Public Works	Sink	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Works	Upper Storage	RH18-PSN44	#N/A		Maestro and (2) Wall Mount Sensors
Public Works	Upper Storage	LB-PSL24	L&B 4ft 2L PSL		Controlled by a device on another line
Public Works	Upper Server	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Works	CD Lunch	LB-PSL24	L&B 4ft 2L PSL		Power Pack and (3) Wall Mount Sensors
Public Works	Copy Room	LB-PSL24	L&B 4ft 2L PSL		Occ Sensor WallSwitch
Public Works	Womens Locker Room	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
Public Works	Womens Locker Room	LB-PSN23	#N/A	Sensor Already in place	Sensor Already in place
Public Works	Womens RR	LB-PSL24	L&B 4ft 2L PSL	Sensor Already in place	Sensor Already in place
Public Works	Engineering Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Works	Director Office	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Works	Conference Room	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX
Public Works	Planning Director	TK24-PSL24	Reflector Kit 2x4 Troffer, 2 Lamp PSL		Occ Sensor WallSwitch, Dual Tech 2Pole - WS-PDT-2P-XX

**ECM5-MIL-G1: Elevated Tank Coating**

No utility savings calculated.

This Attachment G, comprising forty-seven (47) pages, is attached to and made part of the Agreement.

**City of Milwaukie**

**Ameresco, Inc.**

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

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

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

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

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

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

## ATTACHMENT H

### TRAINING

Ameresco shall provide training on the intent, design, operating requirements, and operational and maintenance requirements for all ECMs installed. The following section defines the intent, personnel to be involved, logistics, and tracking and documentation for the Training Plan that shall be provided by Ameresco.

Ameresco will implement a training program that involves classroom and hands-on/field training. Training sessions will include a review of the overall installation and performance characteristics of installed Energy Conservation Measures. Documentation will include review of O&M manuals, drawings, and equipment specification literature. Facilities personnel, and select building occupants, will receive comprehensive manuals for reference. The primary goal of Ameresco's training program will be to educate designated operations, maintenance, and building staff in the key areas that relate to the ECMs installed throughout the project. Ameresco has identified three (3) levels of training which may be required depending on the specific ECMs which are installed. Refer to the following Training Matrix for applications of Training Levels.

- **Level 1:** For systems and equipment which are essentially direct replacements of existing equipment, such that no additional skills will be required to perform operations and maintenance functions, the training will be limited to a general overview of the equipment installed, a review of the manufacturer's O&M manuals, and an explanation of equipment warranties. This level of training will provide operations and maintenance staff the familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one (1) time and will include up to two (2) hours [total all ECMs] of classroom instruction for all ECMs designated for Level 1 training.
- **Level 2:** For systems and equipment which are new to the site, and require some general understanding as to their function and operation, training will include a minimum amount of classroom instruction that will provide an overview of the specific technology selected, specific equipment installed, review of the manufacturer's O&M manuals, and an explanation of equipment warranties. Following the classroom training session, a site tour will be scheduled to view the specific installation and operation of the equipment. This level of training will provide operations and maintenance staff with additional equipment details (including equipment cut sheets), familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one (1) time and will include up to four (4) hours [total all ECMs] of combined classroom and field instruction for all ECMs designated for Level 2 training.
- **Level 3:** For systems and equipment which are new to the site, and are more complex in nature - training will be directed to facilities engineering and the operations and maintenance staff. Level 3 training will require more extensive classroom training to discuss design intent, specific system design, energy efficiency considerations, seasonal modes of operations, comfort conditions, operation of individual components, emergency conditions, sequences of operations, alarms, diagnostics, and any additional ECM specific information as required. This training will be conducted up to two (2) sessions and will include up to four (4) hours

per session [eight (8) hours total – all ECMs] of combined classroom and field instruction for all ECMs designated for Level 3 training.

- Level 3 classroom training will also include a review of the manufacturer’s operation and maintenance manuals, and an explanation of equipment warranties. Following the classroom training session, a site tour will be scheduled to view the specific installation, operation of the equipment, and hands on maintenance instructions by qualified personnel and manufacturers’ representatives. This level of training will provide staff with a comprehensive understanding of all equipment details as well as hands on familiarity with the equipment that is installed and a detailed review of manufacture’s recommended maintenance procedures and warranty information.
- Note: “Classroom” refers to a setting where information is presented to Customer personnel and may occur on-site in a meeting room, office, boiler room, etc.).
- The Customer shall provide suitable space and make personnel available, as reasonably required for Ameresco to conduct training under this Attachment H.

Training Matrix					
ECM Number	ECM Description	Level 1	Level 2	Level 3	Not Applicable
ECM1-MIL-M1	DDC Upgrade		X		
ECM2-MIL-M2	Programmable Thermostats	X			
ECM3-MIL-M3	Library AHU Upgrade		X		
ECM4-MIL-L1	Lighting Upgrade	X			
ECM5-MIL-G1	Elevated Tank Coating	X			

**ATTACHMENT I**

**MEASUREMENT AND VERIFICATION FEE SCHEDULE**

Fees for M&V Services will be due and payable as provided in Section 4(d) of the ESA and Attachment G.

Year	M&V Cost
1	<b>Included in Contract Price</b>

As noted in Attachment G, Customer may elect to continue M&V Services for Years 2 through Year 15 of the Guarantee Period, at an additional cost, for additional consecutive years. For Year 2, the Cost would be \$3,523 and shall be escalated at a rate of 3.0% per year

Fees for M&V Services are based on Customer's compliance with its obligations to provide energy usage data, including remote access to, and the collection of data from, the Monitoring System and/or Customer's network server.

## ATTACHMENT J

### **CUSTOMER'S MAINTENANCE RESPONSIBILITIES; STANDARDS OF SERVICE AND COMFORT**

#### **SECTION 1. CUSTOMER'S MAINTENANCE RESPONSIBILITIES**

Customer, at its own expense, will keep and maintain, or cause to be kept and maintained, the ECMs and all equipment in as good operating condition as when delivered to the Customer hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to each ECM, ECM system and related ancillary systems and equipment, including related expenses, shall transfer to the Customer on an ECM by ECM basis on the date of "Substantial Completion" of each ECM as such date is determined in accordance with the definition of Substantial Completion set forth in Section 1 of the Agreement. The Customer will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals (O&M Manuals) will be provided to the Customer, by the ESCO. Included with the O&M manuals will be a list of maintenance responsibilities and tasks for the Customer.

*Start-up and Shutdown.* The Customer's responsibilities include all system start-ups and shut-downs. System start-up (beginning of season) and shut-down (end of season) refers to specific manufacturer recommendations with respect to "proper" system start-up, operation, maintenance, and shut-down as defined in the manufacturer's installation / operation / maintenance (O&M) manuals which will be provided to the Customer upon Substantial Completion and / or Delivery and Acceptance, as appropriate.

*Operations.* The Customer shall operate the equipment installed hereunder in accordance with parameters noted in the manufacturers' recommendations, and any supplemental procedures supplied to the Customer by ESCO, including those set forth in the O&M manuals. The Customer shall also operate the equipment and systems (including ancillary related systems) in accordance with Section 2 below, Standards of Comfort.

*Maintenance.* The Customer's maintenance responsibilities include the proper operation and prompt repair and maintenance of each ECM, ECM system and related ancillary systems and equipment such that they are maintained in good working order during the Term. The Customer shall repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM, including performance of the maintenance tasks, manufacturer's recommendations and supplemental procedures included in the O&M Manuals. Maintenance also refers to performing required maintenance of ancillary systems.

In addition to any of its other obligations under this Agreement, Customer agrees to operate and maintain all ECM's to the standards set forth in this Attachment J. Deviation from these standards may result in adjustments to the Baseline, the Guaranteed Savings or the determination of Annual Savings.

## **SECTION 2. STANDARDS OF SERVICE AND COMFORT**

Space temperature set points for locations served by new controls and programmable thermostats will be set and maintained by Customer as shown in the tables below. Ameresco shall not be responsible for existing HVAC equipment and ancillary services (HVAC equipment ancillary services not replaced as part of project) ability to meet the space temperatures provided in the following tables. Deviation from these standards may result in adjustments to the Baseline, the Guaranteed Savings Amount and/or the determination of Annual Savings.

### **Heating Set Points:**

<b>Space</b>	<b>Maximum Temperature</b>
Occupied*	70°F
Unoccupied	60°F
Maintenance Shop Floor	68°F during occupancy and 55°F when unoccupied
Areas not requiring heat	Minimum temperature required to prevent damage to the facility

**\*Occupancy Schedule assumed to general by 7am-5pm M-F except in specialty areas.**

### **Cooling Set Points:**

<b>Space</b>	<b>Minimum Temperature</b>
Occupied	72°F
Unoccupied	80°F
Maintenance Shop Floor	N/A
Areas not requiring heat	N/A

## ATTACHMENT K

### MANDATORY TERMS FOR OREGON PUBLIC IMPROVEMENT CONTRACTS

1. Ameresco shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Agreement;

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract;

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished;

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;

(e) Demonstrate that an employee drug testing program is in place;

(f) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;

(g) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective;

2. If Ameresco fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the Agreement as the claim becomes due, Customer may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Ameresco by reason of the Agreement;

3. If Ameresco or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from Customer, Ameresco or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived;

4. If Ameresco or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580;

5. Paying a claim in the manner authorized (b) through (d) above does not relieve Ameresco or Ameresco's surety from obligation with respect to an unpaid claim;

6. No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it,

and in such cases the employee shall be paid at least time and a half pay:

(a) (1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

7. Ameresco shall give notice in writing to employees who work on Work covered by the Agreement, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work;

8. Ameresco shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Ameresco, of all sums that Ameresco agrees to pay for the services and all moneys and sums that Ameresco collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services;

9. Ameresco shall comply with ORS 656.017 unless exempt under ORS 656.126;

10. The withholding of retainage by Ameresco and its subcontractors shall be in accordance with ORS 701.420;

11. In accordance with ORS 279C.560, unless Customer finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, Customer will approve Ameresco's written request to deposit bonds, securities or other instruments with the Customer or in a custodial account or other account satisfactory to Customer with an approved bank or trust company, to be held instead of cash retainage for the benefit of Customer. In such event, Customer will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to Ameresco. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to Customer and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. Ameresco shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as Customer may require to protect its interests. When Customer determines that all requirements for the protection of Customer's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to Ameresco. If Customer accepts a surety bond from Ameresco in lieu of retainage, Ameresco shall accept like bonds from its subcontractors or suppliers from which Ameresco has retainage. Ameresco shall then reduce the moneys Ameresco holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.

12. Customer shall make progress payments on the Agreement monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by Customer. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. Customer shall pay to Ameresco interest on the progress payment, not including retainage, due the contractor. The interest shall commence 30 days after receipt of the invoice from Ameresco or 15 days after the payment is approved by Customer, whichever is the earlier date. The rate of interest charged to Customer on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from Ameresco or 15 days after the payment is approved by Customer, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. Customer shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Agreement. Customer will not require Ameresco to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, Customer shall so notify Ameresco within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Ameresco within seven days of being notified by Customer, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Ameresco, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to Customer or pay document provided by Customer to Ameresco specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Customer and Ameresco.

13. Customer will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, Customer may (but is not required) reduce the amount of the retainage and Customer may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Agreement is completed if, in Customer's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Ameresco, and the application shall include written approval of Ameresco's surety. However, when the contract work is 97.5 percent completed, Customer may, at the Customer's sole discretion and without application by Ameresco, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by Ameresco, the Customer shall respond in writing within a reasonable time. The retainage held by Customer shall be included in and paid to Ameresco as part of the final payment of the contract price. Customer shall pay to Ameresco interest at the rate of 1.5 percent per month on the final payment due Ameresco, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to Ameresco. Ameresco shall notify Customer in writing when the contractor considers the work complete and Customer shall, within 15 days after receiving the written notice, either accept the work or notify Ameresco of work yet to be performed on the Agreement. If Customer does not, within the time allowed, notify Ameresco of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

14. Ameresco shall include in each subcontract for property or services the contractor enters into with a subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates Ameresco to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the Customer pays to Ameresco under the Agreement;

(b) A clause that requires Ameresco to provide subcontractor with a standard form that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Ameresco;

(c) A clause that requires Ameresco, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Ameresco may change the form or the regular administrative procedures Ameresco uses for processing payments if Ameresco: (i) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(d) An interest penalty clause that obligates Ameresco, if Ameresco does not pay the subcontractor within 30 days after receiving payment from Customer, to pay subcontractor an interest penalty on amounts due in each payment Ameresco does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Ameresco or subcontractor is not obligated to pay an interest penalty if the only reason that Ameresco or subcontractor did not make payment when payment was due is that Ameresco or subcontractor did not receive payment from Customer or Ameresco when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).

15. Ameresco shall, in each of Ameresco's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (n) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

16. Ameresco expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to Ameresco's Work in accordance with ORS 279C.800 et seq. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: [www.oregon.gov/BOLI/WHDPWR/pwr\\_state.shtml](http://www.oregon.gov/BOLI/WHDPWR/pwr_state.shtml). A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the following site: [www.oregon.gov/ODOT/HWY/SPECS/wages.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/wages.shtml). Ameresco's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

17. Ameresco shall have a public works bond filed with the Construction Contractors Board and shall provide Customer with a copy of such bond before starting work unless Ameresco is exempt under ORS 279C.836(4), (7), (8) or (9). Ameresco shall include a similar provision in any subcontract.

18. Ameresco shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.

19. Ameresco shall furnish to Customer a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each proceeding weekly payroll period, for itself and all subcontractor who are

required to submit such certified statements under ORS 279C.845. If Ameresco has failed to timely submit a required certified statement, Customer, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to Ameresco until Ameresco provides the required certified statement.



**CITY OF MILWAUKIE**  
*"Dogwood City of the West"*

**Resolution No. 65-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENERGY SERVICES  
AGREEMENT WITH AMERESCO.**

**WHEREAS**, City Council provided permission to proceed to the evaluation phase of the Energy Savings Performance Contract (ESPC) process authorizing the City Manager to sign the Project Development Agreement with Ameresco; and

**WHEREAS**, worthy projects were verified that will provide energy savings; and

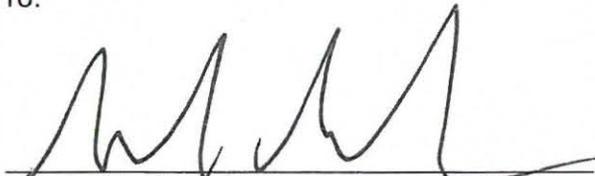
**WHEREAS**, using the contracting expertise of Ameresco is advantageous for the recoating of the City's elevated reservoir; and

**WHEREAS**, City Council heard a presentation at the May 19, 2016 study session and prioritized projects for completion;

**Now, Therefore, be it Resolved** that City Council authorizes the City Manager to enter into an Energy Services Agreement with Ameresco to complete the projects determined through the ESPC process.

Introduced and adopted by the City Council on June 7, 2016.

This resolution is effective on June 7, 2016.

  
\_\_\_\_\_  
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

  
\_\_\_\_\_  
Pat DuVal, City Recorder  
\_\_\_\_\_  
City Attorney

**PERFORMANCE BOND**

Western Surety Bond # 929638639

Liberty Mutual Bond # 012026143

KNOW ALL MEN BY THESE PRESENTS, that Ameresco, Inc., (Principal) a corporation organized under the laws of the State of Delaware with its principal place of business at Suite 410, 111 Speen Street, Framingham, MA. 01701 as Principal, and Western Surety Company a corporation organized under the laws of the State of South Dakota with its office located at 333 S Wabash Ave, Chicago, IL 60604, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its office located at 175 Berkeley Street, Boston, MA. 02116, as Co-Sureties, each being authorized to transact business in the State of Oregon, are held and firmly bound unto the City of Milwaukie, having its principal place of business located at 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206 ("Obligee"), in the penal sum of One Million Nine Hundred Fifty-Five Thousand One Hundred Thirty-Five and 00/100 Dollars (\$1,955,135.00) for the payment of which Principal and Co-Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. It is understood among the parties hereto that in no event shall the surety be liable for a greater sum than the penalty of this bond.

WHEREAS, Principal has by written agreement dated July 15, 2016 entered into a Contract with Obligee to perform a project ("Project") consisting of certain energy conservation services and installations as set forth on Attachment B (as amended and/or otherwise modified from time to time as provided within Contract, the "Scope of Services") at Customer's facilities described in Attachment "A" ("the Property"), hereinafter referred to as the Contract, and

WHEREAS, this Performance Bond applies only to the installation portion of the Contract and does not apply in any way to energy savings guarantees, payments or maintenance provisions, except that this Performance Bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the Contract.

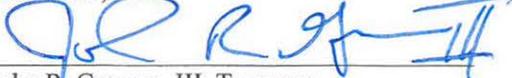
NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform the installation pursuant to the undertakings, covenants, agreements, terms and conditions of said Contract, and any extension thereof that may be granted by the Obligee, with or without notice to the Co-Sureties, and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the co-Sureties of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become void, otherwise to remain in full force and virtue.

PROVIDED, HOWEVER, that no right of action shall accrue upon or by reason hereof to or for the use or benefit of anyone other than the Obligee(s) named herein; and that any suit, action or proceeding by the Obligee to recover on this Performance Bond shall be instituted within two years from the date of acceptance of the installation of the equipment by the Obligee, and

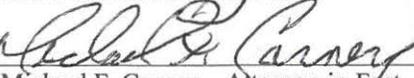
PROVIDED FURTHER, that whenever the Principal shall be and declared by the Obligee to be in default of the obligations under the Contract for equipment installation, the Obligee having performed its obligations under the Contract, the Co-Sureties shall: (a) arrange for the Principal, with the consent of the Obligee, to perform and complete the Contract; or (b) undertake to perform and complete the Contract itself through its agents or through Independent contractors; or (c) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practical after the amount is determined, tender payment therefore to the Obligee.

IN WITNESS, WHEREOF, we have hereunto set our hands and seals this 25th day of July, 2016.

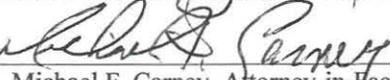
AMERESCO, INC

BY:   
John R. Granara, III, Treasurer

WESTERN SURETY COMPANY

BY:   
Michael F. Carney, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY

BY:   
Michael F. Carney, Attorney-in-Fact

**PAYMENT BOND**

Western Surety Bond #929638639  
Liberty Mutual Bond #012026143

KNOW ALL MEN BY THESE PRESENTS, that Ameresco, Inc., (Principal) a corporation organized under the laws of the State of Delaware with its principal place of business at Suite 410, 111 Speen Street, Framingham, MA. 01701 as Principal, and Western Surety Company a corporation organized under the laws of the State of South Dakota with its office located at 333 S Wabash Ave, Chicago, IL 60604, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its office located at 175 Berkeley Street, Boston, MA. 02116, as Co-Sureties, each being authorized to transact business in the State of Oregon, are held and firmly bound unto the City of Milwaukie, having its principal place of business located at 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206 ("Obligee"), in the penal sum of One Million Nine Hundred Fifty-Five Thousand One Hundred Thirty-Five and 00/100 Dollars (\$1,955,135.00) for the payment of which Principal and Co-Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. It is understood among the parties hereto that in no event shall the surety be liable for a greater sum than the penalty of this bond.

WHEREAS, Principal has by written agreement dated July 15, 2016 entered into a Contract with Obligee to perform a project ("Project") consisting of certain energy conservation services and installations as set forth on Attachment B (as amended and/or otherwise modified from time to time as provided within Contract, the "Scope of Services") at Customer's facilities described in Attachment "A" ("the Property"), hereinafter referred to as the Contract, and

WHEREAS, this Payment Bond applies only to the installation portion of the Contract and does not apply in any way to energy savings guarantees, payments or maintenance provisions thereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used in the performance of the installation portion of the Contract, then this obligation shall be null and void, otherwise to remain in full force and virtue, subject, however, to the following conditions: A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials or both, used or reasonably required for use in the performance of the installation portion of the Contract.

No suit or action shall be commenced hereunder by any claimant;

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligee or Co-Sureties above named within ninety (90) days after such claimant did or performed the last of the work or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee, or Co-Sureties, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which claimant performed labor or last furnished materials on the installation portion of said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

IN WITNESS, WHEREOF, we have hereunto set our hands and seals this 25th day of July, 2016.

AMERESCO, INC.

BY:

  
John R. Granara, III, Treasurer

WESTERN SURETY COMPANY

BY:

  
Michael F. Carney, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY

BY:

  
Michael F. Carney, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gregory D Juwa, James J Axon, Michael F Carney, Wilder Parks Jr, Michael T Gilbert, Adam W De Sanctis, Christine B Gallagher, Bryan F Juwa, Paul A Patalano, David A Boutiette, Rebecca Shanley, Individually**

of Woburn, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of March, 2016.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

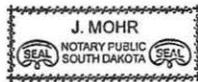
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of March, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of July, 2016.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7364591

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam W. DeSanctis; Bryan F. Juwa; Christine B. Gallagher; David A. Boutiette; Gregory D. Juwa; James J. Axon; Jonathan Duggan; Lesliann Ortiz; Lindsay A. Knowlton; Michael F. Carney; Michael T. Gilbert; Paul A. Patalano; Rebecca Shanley; Richard F. Caruso; Tonya DeGrazia; Wilder Parks, Jr

all of the city of Woburn, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2016



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2016



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company o		27855
<b>INSURER B:</b> National Union Fire Insurance Compa		19445
<b>INSURER C:</b> Steadfast Insurance Company		26387
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**INSURED**  
 Ameresco, Inc.  
 111 Speen Street  
 Suite 410  
 Framingham MA 01701

### COVERAGES

**CERTIFICATE NUMBER:** 1565814399

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			GLO585238803	11/30/2015	11/30/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP585238703	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			8766219	11/30/2015	11/30/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC595394502	11/30/2015	11/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			EOC669274305	11/30/2015	11/30/2016	agg/occ \$10,000,000 SIR \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Pollution Policy Coverage:  
 Insurer C - policy #EOC669274305 effective 11/30/2015 - 11/30/2016  
 \$10,000,000 agg/occ  
 \$500,000 SIR

RE: Project: City of Milwaukie ESPC. City Council of Milwaukie is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

### CERTIFICATE HOLDER

### CANCELLATION

City Council of Milwaukie 10722 SE Main Street Milwaukie OR 97222 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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