**INVESTMENT GRADE ENERGY AUDIT AGREEMENT**

**BY AND BETWEEN**

**AGENCY**

**AND**

**ENERGY SERVICES PROVIDER**

**PROJECT # \_\_\_\_\_\_\_\_\_**

**TABLE OF CONTENTS**

[ARTICLE 1. DEFINITIONS 4](#_Toc512856425)

[ARTICLE 2. SCOPE OF ENERGY AUDIT AND ENERGY AUDIT REPORT 5](#_Toc512856450)

[2.1 Energy Audit. 5](#_Toc512856451)

[2.2 Interim Deliverables 5](#_Toc512856452)

[2.3 Audit Report. 5](#_Toc512856453)

[2.4 Minimum Requirements. 6](#_Toc512856454)

[ARTICLE 3. GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT 15](#_Toc512856455)

[ARTICLE 4. PAYMENT 15](#_Toc512856456)

[4.1 Audit Fee 15](#_Toc512856457)

[4.2 Effect of Termination. 16](#_Toc512856458)

[4.3 Waiver and Limitation of Liability. 16](#_Toc512856459)

[ARTICLE 5. TERMINATION 16](#_Toc512856460)

[5.1 Termination by ESP 16](#_Toc512856461)

[5.2 Termination by Owner. 17](#_Toc512856462)

[5.3 Termination by Execution of GESPC. 17](#_Toc512856463)

[5.4 Survival of Obligations. 18](#_Toc512856464)

[ARTICLE 6. ADDITIONAL TERMS AND CONDITIONS 18](#_Toc512856465)

[6.1 Audit Agreement Term. 18](#_Toc512856466)

[6.2 Materials, Equipment and Supplies. 18](#_Toc512856467)

[6.3 Patent and Copyright Responsibility. 18](#_Toc512856468)

[6.4 Insurance. 18](#_Toc512856469)

[6.5 Owner Access to Records. 19](#_Toc512856470)

[6.6 Personnel. 19](#_Toc512856471)

[6.7 Independent Contractor. 19](#_Toc512856472)

[6.8 Compliance with Applicable Law. 19](#_Toc512856473)

[6.9 Indemnity. 20](#_Toc512856474)

[6.10 Waivers. 20](#_Toc512856475)

[6.11 Assignment. 20](#_Toc512856476)

[6.12 No Warranty by Owner. 20](#_Toc512856477)

[6.13 Time is of the Essence. 20](#_Toc512856478)

[6.14 Federal Taxpayer Identification Number and Legal Status Disclosure. 20](#_Toc512856479)

[6.15 Governing Law. 20](#_Toc512856480)

[6.16 Entire Agreement. 21](#_Toc512856481)

[6.17 Project Management. 22](#_Toc512856482)

[ARTICLE 7. EXECUTION UNDER SEAL 22](#_Toc512856483)

**INVESTMENT GRADE ENERGY AUDIT AGREEMENT**

This Investment Grade Energy Audit Agreement (“Audit Agreement”) is made and entered into on DATE, by and between Agency (“Owner”) and ENERGY SERVICE PROVIDER NAME (“Energy Service Provider” or “ESP”). Owner and ESP are referred to herein as the “Parties”. The Parties agree as follows.

# DEFINITIONS

Unless otherwise provided herein, the following terms shall be defined as follows:

## “Act” shall mean the Guaranteed Energy Savings Performance Contracting Act, O.C.G.A. §§ 50-37-1 through 50-37-8, as may be amended from time to time.

## “Audit” shall mean the Investment Grade Energy Audit performed by the ESP pursuant to O.C.G.A. 50-37-3(e) in accordance with the Audit Agreement.

## “Audit Agreement” shall mean the Investment Grade Energy Audit Agreement pursuant to which, and in accordance with which, an ESP shall conduct the Audit.

## “Audit Fee” shall mean the compensation to which ESP is entitled, if any, for performance of the Audit, as set forth in the Audit Agreement.

## “Audit Report” shall mean the report that ESP is required to produce pursuant to the Audit Agreement.

## “Base Period” shall mean the period of time during which ESP shall examine consumption and usage of electricity, fossil fuels, water and other applicable utilities for the purpose for developing an appropriate Baseline.

## “Baseline” is defined in Section 2.4.3.

## “Baseline Report” shall mean the Interim Deliverable described in Section 2.2.2.

## “Contract Time for Verified Savings” shall have the meaning set forth in the GESPC.

## “ECM” shall mean energy conservation measure, as defined in the Act.

## “ECM Continuing Services” shall have the meaning set forth in the GESPC.

## “ESP” is defined in the preamble hereto.

## “Event of Default” shall have the meaning set forth in Article 5.

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

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

## “Interim Audit Report” shall mean the Interim Deliverable describe in Section 2.2.3.

## “Interim Deliverables” shall mean the deliverables identified in Section 2.2.

## “Material Change” shall have the meaning set forth in the GESPC.

## “Premises” shall mean the facilities listed in Attachment A of the Audit Agreement.

## “Project” shall mean the design and installation of ECMs, operation and maintenance of ECMs, and all other Work and services required under a GESPC.

## “Project Installation Schedule” shall have the meaning set forth in the GESPC.

## “Proposed Savings” shall mean anticipated energy savings, operational cost savings, and revenue enhancements, but only if such amounts are verifiable and appropriate, as set forth in the Audit Agreement.

## “Verified Savings” shall have the meaning set forth in the GESPC.

# SCOPE OF ENERGY AUDIT AND ENERGY AUDIT REPORT

## **Energy Audit.**

ESP shall perform an Investment Grade Energy Audit (“Audit”), as defined in the Act and in accordance with this Audit Agreement, of the Premises identified in Attachment A.

## **Interim Deliverables**

### In furtherance of the Audit, ESP shall submit the Interim Deliverables described in this Section 2.2.

### Baseline Report. The Baseline Report presents ESP’s initial Baseline evaluation and analysis, including measurement and verification approach and related Baseline activities. The draft Measurement and Verification Plan or approach must be submitted to and discussed with Owner before submitting Baseline Report. The Baseline Report must reflect results of activities required by Sections 2.4.1 through 2.4.3 and Section 2.4.6. The Baseline Report must be consistent with the format of Audit Report for those sections related to facility description and Baseline to minimize rework for the Audit Report, including but not limited to Volume 1, Schedules D, E, and M, and Volume 2, Sections 1 (description of Premises) and 3 (proposed Baseline). ESP also shall provide any other information that would support the proposed Baseline (e.g., sample utility bills, detailed utility analysis, measurement and trending/monitoring data).

### Interim Audit Report. The Interim Audit Report presents a list of potential ECMs under development, as described in Section 2.4.4, along with a draft scope of work and preliminary GESPC Cash Flow Summary, as described in Sections 2.4.7 and 2.4.8, for discussion with and review by Owner. ESP should recommend ECMs for further development and analysis. However, ESP should present all ECMs developed to date to allow Owner to review all ECMs and select recommended ECMs. The Interim Audit Report must be consistent with the following Audit Report sections or equivalent information: Volume 1, Schedules A and J; Volume 2, Sections 1 (including ECM summary table), 2, 4, and 5.

## **Audit Report.**

ESP shall prepare an Audit Report with recommendations for ECMs based on Proposed Savings resulting solely from such ECMs. The Audit Report shall also contain detailed engineering and economic data and analysis over the life of the proposed Guaranteed Energy Savings Performance Contract, including the Contract Time for Verified Savings. ESP shall incorporate in the Audit Report all feedback, recommendations, selections, and preferences of Owner identified in response to the Interim Deliverables.

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

All assumptions made to calculate anticipated Proposed Savings shall be clearly listed and labeled in the Audit Report. The Audit Report shall describe ESP’s plan for installing or implementing the measures as the Premises, including all anticipated costs associated with such installation and implementation.

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

## **Minimum Requirements.**

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

### Collect General Information for Each Premises.

ESP shall collect general Premises information, such as size, age, construction type, condition and general use of each Premise. ESP shall also collect and summarize Premises utility cost and consumption data for the following thirty-six (36) month period. Owner shall allow ESP to enter the Premises during its normal business hours, or in its sole discretion, at other times. ESP shall plan and schedule any site visits and coordinate with Owner, to avoid any unnecessary interference with Owner’s employees or operations and to minimize the number of site visits. ESP acknowledges and agrees to comply with any and all rules, regulations and restrictions related to ESP’s access to and activities on, the Premises. Failure to comply with said rules, regulations and restrictions shall constitute an Event of Default hereof.

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

ESP shall furnish to Owner a form with specific and detailed request for information concerning the Premises. As requested by such form, Owner shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Premises for the following thirty-six (36) month period, if available, including but not limited to utility records; occupancy information; descriptions of any changes in the structure of the Premises or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Premises; and a description of energy management procedures presently utilized. Owner shall also furnish a record of any energy-related improvements or modifications that have been installed during the past three years, or are currently being installed, or are currently contemplated to be installed by Owner in the Premises over the next FINANCING TERM IN YEARS (XX)) years, other than those recommended and installed by ESP. Owner shall also provide copies of drawings, equipment logs and maintenance work orders to ESP to the extent such information is readily available.

### Inventory Existing Systems and Equipment.

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

Cooling systems and related equipment;

Heating and heat distribution systems;

Automatic temperature control systems and equipment;

Air distribution systems and equipment;

Outdoor ventilation systems and equipment;

Kitchen and associated dining room equipment, if applicable;

Exhaust systems and equipment;

Hot water systems;

Electric motors, transmission, and drive systems;

Interior and exterior lighting;

Laundry equipment, if applicable;

Water consumption end uses, such as restroom fixtures, water fountain, irrigation, etc;

Generator sets; and

Building envelope.

The inventory of existing equipment shall address the following conditions:

The loads, proper sizing, efficiencies and hours of operations of each system (if operating or climatic conditions require, engineering estimates may be used only with Owner’s consent, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived in writing by Owner);

Current operating condition of each system;

Remaining useful life of each system;

Feasible replacement systems; and

Hazardous materials and other environmental concerns.

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

### Establish proposed Baseline and Estimated Consumption Data.

ESP shall examine consumption and usage of electricity, fossil fuels and water for the Base Period, which shall consist of the following thirty-six (36) month period. By analyzing such data, ESP shall:

Establish a proposed Baseline, which is a base year of consumption and usage data that is representative of each month of the Base Period.

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

ESP shall analyze consumption, usage and hours of operation for all end uses of energy and water representing more than 95% (ninety-five percent) in aggregate of total Premises consumption, but shall at a minimum include the following end uses:

Water;

Lighting;

Heating;

Cooling;

HVAC motors (fans and pumps);

Plug load;

Kitchen Equipment;

Other equipment; and

Miscellaneous.

The “Miscellaneous” category shall not account for more than 5% (five percent) of total Premises consumption. Where load or usage is highly uncertain, ESP shall, with the consent of Owner, employ spot measurement or short-term monitoring.

ESP shall reconcile the estimated annual consumption for each end use with the annual proposed Baseline consumption to within 3% (three percent) for electricity (kWh) and water. ESP shall reconcile end user’s contribution to electric peak demand with the annual proposed Baseline peak within 3% (three percent).

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

#### ESP shall identify and propose ECMs for installation or implementation at the Premises, including but not limited to cut sheets on equipment. ECMs of interest to Owner, if any, are included in Attachment K hereto. ESP shall provide information regarding proposed installation of ECMs in and on the Premises. ESP shall provide additional information and details as Owner may request.

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

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

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

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

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

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

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

ESP shall provide the following with the Audit Report:

Provide all analyses, methodologies, supporting calculations and assumptions used to derive proposed Baselines and estimated Proposed Savings. ESP shall provide existing and proposed settings and conditions of all end uses and other factors that impact energy and water consumption,

Including but not limited to air and hot water temperatures, amounts of outdoor air ventilation and lighting and acoustic levels. ESP shall provide copies of the utility tariffs and commodity price histories used in Proposed Savings calculations. Manual calculations should disclose essential data, such as assumptions and formulas, so that Owner can replicate the calculations based on the data provided.

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

Provide detailed calculations for any rate-saving proposals.

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

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

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

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

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

Provide a detailed preliminary commissioning plan for the proposed ECMs.

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

<http://energystar.gov/index.cfm?c=tools_resources.bus_energy_management_tools_resources>.

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

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

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

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

### **Cost and Fee Estimates.**

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

engineering/design costs for individual ECMs;

materials cost for individual ECMs;

labor cost for individual ECMs, including labor burden;

contractor/vendor estimates for individual ECM hard and soft costs;

contingency costs for individual ECM hard cost;

construction management fees for the project;

commissioning costs for individual ECMs;

retro-commissioning cost for existing systems that will not be replaced;

initial training costs (and ongoing training, if applicable);

overhead and profit; and

costs for ECM Continuing Services, including but not limited to:

(i) measurement and verification;

(ii) maintenance;

(iii) performance monitoring;

(iv) ongoing training services; and

(v) other costs/fees (specify)

In addition, project cost data must be provided in the format included in Attachment E-1 (Project Installation Cost Form), Attachment E--2 (Project Services Cost Form, Attachment F (Form for Implementation Cost by Energy Conservation Measures), Attachment G (Form of First Year Estimated Annual Proposed Savings by ECM) and Attachment H (Form of GESPC Cash Flow Summary). ESP shall also provide estimates of monthly costs associated with sustaining the project performance including detail for ECM Continuing Services and maintenance fees, monitoring fees and training fees.

The estimates identified under this Section shall remain valid and firm for a period of four (4) months following submission of the final Audit Report (including revisions, if any). ESP acknowledges that Owner will rely on such estimates in determining whether to execute a GESPC.

### **Proposed Savings Estimates and Guaranteed Savings.**

#### Approved Proposed Savings and Proposed Savings Calculation Methods.

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

#### Acceptable Proposed Savings.

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

The following items will be allowed (upon mutual written agreement) as Proposed Savings or in the development of Proposed Savings:

Owner material/commodity cost (if applicable);

Contracted maintenance labor cost (if applicable);

Escalation rates for natural gas;

Escalation rates for electricity;

Escalation rates for water;

Escalation rates for material/commodity cost savings; and

Escalation rates for allowable contract labor savings.

Unless Owner agrees in writing, the following items will not be credited as Proposed Savings derived from a proposed ECM:

Owner in-house labor cost

Owner deferred maintenance cost

 The ESP may seek exemptions from Owner on a case-by-case basis. However, Owner shall have complete discretion and authority to determine the allowable Proposed Savings, or factors in the development of Proposed Savings, in each case considered.

### **Audit Report Format and Content.**

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

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

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

Schedules and Exhibits

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

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

 |

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

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

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

2. Measures Not Evaluated; include a discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.

3. Proposed Baseline: Provide a summary of the proposed Baselines; how they were established; and a reconciliation of estimated annual consumption for each end use with the annual proposed Baseline Consumption. Summarize any unusual or anomalous characteristics and findings. Provide in this Part all other information required by this Audit Agreement concerning the proposed Baselines.

4. ECM Summaries: Provide summarized descriptions for each ECM, including the method of analysis utilized, supporting calculations (which may be submitted in appendices), results, proposed equipment and implementation issues, provide an economic analysis for each proposed ECM. Include in this Part all other information required by the Audit Agreement concerning proposed ECMs.

5. Cost and Proposed Savings Estimates: Provide all information relied upon by ESP in developing estimated costs and Proposed Savings associated with each ECM. Identify any shortfalls or inherent limitations of estimates, assumptions and calculations used in developing the estimated costs and Proposed Savings. Include in this Part all other information required to be provided by this Audit Agreement concerning estimated costs and Proposed Savings.

6. Appendices: Provide through appendices which document the data relied upon to prepare ESP’s analysis and how that data was collected. Provide in this Part any other information required to be provided by this Audit Agreement that is not otherwise provided in the Audit Report.

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

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

If Owner determines in its sole and complete discretion, that (i) one or more of the recommended ECMs are not feasible or are otherwise inappropriate for Owner or Premises, or (ii) the Audit Report contains invalid Proposed Savings or methods of calculation, errors, inappropriate assumptions, or any other condition that Owner determines is objectionable, then Owner shall give ESP written notice of any said objections within twenty-one (21) days of receipt of the Audit Report. ESP shall cooperate with Owner to develop a feasible replacement or adjustment to the Audit Report. ESP shall modify the Audit Report as necessary and submit a second draft within ten (10 days after receipt of said notification. Owner shall have ten (10) days from receipt of the revised Audit Report to notify ESP if any objections have not been adequately addressed. Upon receipt of such notification, ESP shall have ten (10) days to revise and resubmit the Audit Report, and Owner shall have ten (10) days from receipt of the revised submission to determine if any objections have not been adequately addressed. The review and resubmission process may continue until Owner has no further objections, unless Owner terminates the Audit Agreement or declares the ESP to be in default.

# GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

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

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

# PAYMENT

## **Audit Fee**

ESP shall receive from Owner the amount of $COST as full and complete compensation for all services performed and expenses incurred under this Audit Agreement (the “Audit Fee”). As a condition precedent to Owners payment obligation, (i) ESP must complete all of its obligations under this audit Agreement in accordance with this Audit Agreement and (ii) no Event of Default has occurred.

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

## **Effect of Termination.**

If this Audit Agreement is terminated pursuant to any Section of ARTICLE 5, then the payment obligations set forth in such Section shall control the amount to which ESP is entitled, if any, except that in Section 4.3 shall continue to apply.

## **Waiver and Limitation of Liability.**

ESP waives any right to recover special, indirect, incidental or consequential damages or losses. Notwithstanding any other provision of this Audit Agreement, ESP agrees that Owner’s maximum liability under this Audit Agreement for any reason and under any theory of law is the Audit Fee.

# TERMINATION

## **Termination by ESP**

### If no Event of Default has occurred, ESP may terminate this Audit Agreement prior to the completion of the Audit and submission of the Audit Report if it determines and demonstrates to Owner that the Proposed Savings will not meet or exceed the costs associated with performing the Audit, installing or implementing ECMs, and related training, maintenance, and monitoring services. Submission of the Audit Report shall end ESP’s right to terminate the Audit Agreement under this Section. In the event ESP terminates the Audit Agreement pursuant to this Section, ESP shall not be entitled to receive the Audit Fee and will, instead, be entitled to receive the amount specified in Section 5.1.2, as its sole compensation hereunder. ESP shall provide Owner with any documents developed or acquired through this Audit Agreement, including but not limited to preliminary notes, reports or analysis.

### Upon termination provided for under Section 5.1.1, ESP shall receive the amount set forth below, based on the stage of progress of the Audit at the time of such termination:

Submission of Baseline Report: If ESP has provided the Baseline Report, as required under Section 2.2.2, then ESP shall recover the lesser of (a) the actual, documented cost incurred in the performance of this Audit Agreement or (b) twenty-five percent (25%) of the Audit Fee.

 Submission of Interim Audit Report: If ESP has provided the Interim Audit Report, as required under Section 2.2.3, then ESP shall recover the lesser of (a) the actual cost incurred in the performance of this Audit Agreement or (b) seventy-five percent (75%) of the Audit Fee.

### Costs recoverable under Sections 5.1.2, 5.2.2, or 5.2.3 shall solely include direct costs and shall not include indirect costs, special or consequential damages of any kind or nature, or any home office overhead, loss of profit, loss of efficiency or productivity, loss of bonding capacity, loss of use of capital or similar items of alleged cost, loss, damage or expense. As a condition precedent to the recovery of costs under Sections 5.1.2, 5.2.2, or 5.2.3, ESP shall provide Owner with contemporaneous documentation of all costs incurred by ESP. ESP waives any right to recover costs to the extent it fails to provide such documentation.

## **Termination by Owner.**

### Termination for Default. If ESP fails to timely or properly perform any obligation of this Audit Agreement (“Event of Default”), including but not limited to completing the Audit or submitting the Interim Deliverables or Audit Report to Owner by the date established herein, then Owner shall provide notice of such Event of Default to ESP. If after seven (7) days of receipt of such notice, ESP has not cured the Event of Default, Owner may terminate this Audit Agreement under this Section. If Owner has previously provided notice of the Event of Default, then Owner may immediately terminate under this Section. Termination under this Section shall be effective upon ESP’s receipt of Owner’s written notice of termination. If Owner terminates this Audit Agreement under Section, Owner shall not be obligated to pay any amount to ESP in connection with this Audit Agreement.

### Termination for Inadequate Savings. If Owner determines, or if ESP notifies Owner in writing, that ESP is unable to guarantee sufficient Proposed Savings as described in Section 5.1.1, then Owner may terminate this Audit Agreement as provided in this Section. Termination under this Section shall be effective upon ESP’s receipt of written notification of termination from Owner. If Owner terminates the Audit Agreement under this Section, then ESP shall not be entitled to receive the Audit Fee and will, instead, be entitled to receive the amount specified in Section 5.1.2, based on the stage of progress of the Audit at the time of termination, as its sole compensation hereunder. ESP shall provide Owner with all documentation supporting ESP’s inability to guarantee a sufficient level of Proposed Savings.

### Termination for Convenience. Owner may terminate this Audit Agreement for convenience, for any reason, or for no reason by providing written notice thereof to ESP. If Owner terminates the Audit Agreement under this Section, then Owner shall pay ESP for the lesser of (i) the actual cost incurred by ESP in the performance of this Audit Agreement or (ii) the portion of the Audit Fee that corresponds to the percent that the Audit is completed as of the effective date of termination. Termination under this Section shall be effective upon ESP’s receipt of written notification from Owner.

### Documentation. In connection with any termination of this Audit Agreement, ESP agrees to provide Owner with documentation of costs incurred and any documents developed or acquired through this Audit Agreement, including but not limited to any preliminary notes, reports or analyses which have been produced or prepared prior to the effective date of the termination. All documentation identified in this Section shall become the property of Owner.

## **Termination by Execution of GESPC.**

If the Parties execute a GESPC, then this Audit Agreement shall automatically terminate. If this Audit Agreement is terminated under this Section, notwithstanding anything to the contrary in this Audit Agreement, the Parties expressly agree that (i) the Audit Fee as set forth in ARTICLE 4 shall be reduced to zero dollars ($0.00), (ii) that no separate payment shall be due for the Audit or Audit Report under the terms of this Audit Agreement, (iii) that compensation due ESP pursuant to the GESPC includes compensation for any and all work, services, and benefits provided by ESP in connection with this Audit Agreement, and (iv) that such compensation is equal to the Audit Fee as set forth in ARTICLE 4, which shall be identified and itemized and paid to the ESP under the GESPC. If this Audit Agreement is terminated as provided for in this Section, ESP shall remain obligated to complete and comply with the continuing obligations and provisions of this Audit Agreement, and other obligations that survive the termination of this audit Agreement, including but not limited to those obligations set forth in Section 5.4.

## **Survival of Obligations.**

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

# ADDITIONAL TERMS AND CONDITIONS

## **Audit Agreement Term.**

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

## **Materials, Equipment and Supplies.**

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

## **Patent and Copyright Responsibility.**

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

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

## **Insurance.**

ESP shall purchase, maintain and provide evidence of insurance coverage of the types, in the accounts and for the periods specified in Attachment D. Such insurance shall, at a minimum include Worker’s Compensation and Employer’s Liability Insurance, Commercial General Liability Insurance and Professional Liability (Errors and Omissions) Insurance for design professionals, sub consultant engineers and architects, and all other consultants. Upon execution of this Audit Agreement, ESP shall submit to Owner all certificates of insurance evidencing the insurance coverage required herein.

ESP understands and agrees that any insurance protection furnished by ESP hereunder shall in no way limit or diminish its responsibility to indemnify and save harmless Owner under the provisions of this Audit Agreement.

## **Owner Access to Records.**

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

## **Personnel.**

All personnel necessary for the effective performance of this Audit Agreement shall be employed by ESP and its subcontractors, shall be qualified to perform the services required under this Audit Agreement and shall in all respects, be subject to the rules and regulations of ESP governing staff members and employees and safety.

## **Independent Contractor.**

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

## **Compliance with Applicable Law.**

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

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

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

ESP acknowledges that the Davis Bacon Act, Subchapter IV of Chapter 31 of Title 40, United States Code (Pub. L. 111-5, Division B, Section 1601), applies [ ] / does not apply [ ] (check one) to all labor on or related to the Project. ESP is responsible for compliance with each and every provision of the Davis Bacon Act and all rules and regulations promulgated thereunder.

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

## **Indemnity.**

ESP shall indemnify and hold harmless Owner for any damages, losses or costs incurred by Owner, including attorney fees, arising from ESP’s (including any entity employed by ESP) failure to comply with any provision of this Audit Agreement or arising from ESP’s wrongful or negligent act. If requested by Owner, ESP shall assign any right or defense it possesses as required to effectuate this indemnity obligation.

## **Waivers.**

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

## **Assignment.**

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

ESP shall not subcontract any work under this audit agreement without the written consent of Owner.

## **No Warranty by Owner.**

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

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

## **Time is of the Essence.**

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

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

Under penalty of perjury, ESP certifies that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is ESP’s Federal Taxpayer Identification Number and that ESP is doing business as a Corporation.

## **Governing Law.**

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

## **Entire Agreement.**

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

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

Attachment A – Premises

Attachment B – Owners Preferences

Attachment C – GEFA Management Fee Schedule

Attachment D – Insurance

Attachment E – Project Installation Form via Spreadsheet

Attachment F – Project Services Cost Form via Spreadsheet

Attachment G – Form of Implementation Cost by Energy Conservation Measures via Spreadsheet

Attachment H – Form of First Year Estimated Annual Proposed Savings by ECM via Spreadsheet

Attachment I – Form of GESPC Cash Flow Summary

Attachment J – Application of Certain Labor Provisions

Attachment K – ECMs Owner wishes to be considered

Attachment L – Form of Guaranteed Energy Savings Performance Contract

Attachment M – Form of Finance Documents (Installment Purchase Agreement, Escrow Agreement and Absolute Assignment Agreement)

## **Project Management.**

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

|  |  |
| --- | --- |
| For Owner  | For ESP: |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City, State. Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | City, State. Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# EXECUTION UNDER SEAL

IN WITNESS WHEREOF, the Parties have executed this Audit Agreement under seal by their authorized signature as of this DAY\_\_\_\_\_\_ day of\_\_\_\_MONTH \_\_\_\_\_\_\_\_, 2018.

|  |  |
| --- | --- |
| For Owner  | For ESP |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Attachment A - Premises**

**Attachment B –Owners Preferences**

**Attachment C – GEFA Management Fee Schedule**

There are no GEFA fees for this project.

**Attachment D – Insurance Requirements**

ESP shall maintain the following insurance coverage during the term of this agreement:

(A)Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia. A self-insurer must submit a certificate from the Georgia Board of workers Compensation stating that ESP qualifies to pay its own workers compensation claims. In addition, ESP shall require all subcontractors occupying the Premises or performing work under a contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

|  |  |
| --- | --- |
| Bodily Injury by accident - per employee | $100,000  |
| Bodily injury by disease - per employee | $100,000  |
| Bodily injury by disease - policy limit | $500,000  |
|  |  |

(B)Commercial General Liability Policy with the following minimum coverage:

|  |  |
| --- | --- |
| Each Occurrence Limit | $1,000,000  |
| Personal & Advertising Injury Limit | $1,000,000  |
| General Aggregate Limit | $2,000,000  |
| Products/Completed Ops. Aggregate Limit | $2,000,000  |

(C)Automobile Liability:

|  |  |
| --- | --- |
| Combined Single Limit | $1,000,000  |

(D)Professional Liability (Errors and Omissions) Insurance for design professionals, sub consultant engineers and architects and all other applicable consultants with the following minimum coverage:

|  |  |
| --- | --- |
| For Projects with a budgeted Construction  |  |
| Cost of less than $20,000,000 |  |
|  i. For ESP |  |
|  Per claim  | $1,000,000  |
|  Aggregate coverage | $1,000,000  |
|  ii. For sub consultants Engineers & Architects |  |
|  Per claim  | $1,000,000  |
|  Aggregate coverage | $1,000,000  |
|  iii. For other Consultants |  |
|  Per claim  | $1,000,000  |
|  Aggregate coverage | $1,000,000  |

Audit Agreement

ESP shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two (2) years following the later of issuance of the Certificate of Acceptance under an Audit Agreement or; if executed, a GESPC.

Additional Insurance Policy requirements

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least thirty (30) days’ prior written notice has been given to Owner. Certificates of Insurance showing such coverage to be in force shall be filed with Owner prior to the commencement of any work under this agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to Owner, which must have a minimum A. M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of execution of the Audit Agreement, the ESP must procure the required insurance and provide Owner with two (2) Certificates of Insurance. Certificates must reference the Audit Agreement (and if executed, the GESPC) by project number. ESP’s submitted pricing must include the cost or the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

Owner and ESP waive all rights against each other and each of their subcontractors, agents, employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance applicable to the ECMs and the Work, except such rights as they have to proceed of such employees, by written agreement to execute similar waivers in favor of Owner or ESP. The policies provide such waivers of subrogation by endorsement or otherwise. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damage

**Attachment E – Project Installation Cost Form (See Attached Spreadsheet)**

|  |  |  |
| --- | --- | --- |
| State Project Name: | State Project # |  |
| ESP Name: | Date Submitted |  |
| Submittal Identifier |  |  |
| HARD COST | Percent of Total | $ Amount |
| Furnish and Install all ECMs |  |  |
| Contingency1 |  |  |
| (A) SUBTOTAL HARD COSTS | Percent of Total | $ Amount |
|  |  |  |
| SERVICE FEES | Percent of Total | $ Amount |
| Payment and Performance Bonds |  |  |
| Engineering, Design Plans and Specification |  |  |
| Project Management, Onsite Construction Supervision |  |  |
|  |  |  |
| Maintenance Costs |  |  |
| Commissioning |  |  |
|  |  |  |
| Cost of Guarantee Security Instrument |  |  |
| Other (Specify all “Other” costs – add lines as needed) |  |  |
| (B) SUBTOTAL SERVICE FEES |  |  |
| SUBTOTAL DIRECT COSTS (A+B) |   |   |
|  | Percent of Total | $ Amount |
| Overhead and General Conditions |  |  |
| Profit |  |  |
| (C) SUBTOTAL OVERHEAD, PROFIT  |   |   |
|  |  |  |
| Audit Fee due ESP (as set forth in Article 4 of Audit Agreement) |  | 0.00 |
|  |  |  |
| (D) TOTAL ESP COSTS (A + B + C) |   |  0.00 |
|  |  |  |
| Agency Contingency (if any) |  |  |
| Agency Other Costs (list all “Other” Costs – add lines as needed) |  |  |
| (E) TOTAL AGENCY COSTS  |   |  0.00 |
|  |  |  |
| (F) TOTAL PROJECT COST (D + E)2 |   |  0.00 |

Notes:

1. Contingency not to exceed 10% of Furnish and Install

2. Total Project Cost must match Total Implemented ECM Cost from Attachment \_\_\_\_”Implementation Cost by Energy

**Attachment F – Project Services Cost Form**

|  |  |
| --- | --- |
|  |  |
| State Agency Name: | State Project #: |
|  |  |
| ESP Name: | Date Submitted: |
|  |  |
| Submittal Identifier |  |
|  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|   |   |   |   |   |   |   |
| ECM | M&V | Contract Management | O&M | Training | Other | Total |
|   |   |   |   |   |   | $ |
|  |  |  |  |  |  | $ |
|  |  |  |  |  |  | $ |
|  |  |  |  |  |  | $ |
|  |  |  |  |  |  | $ |
|  |  |  |  |  |  | $ |
|  |  |  |  |  |  | $ |
|  |  |  |  |  |  | $ |
| TOTAL | $ | $ | $ | $ | $ | $ |
|  |  |  |  |  |  |  |

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

**Attachment G –Form of Implementation Cost by Energy Conservation Measures**

|  |  |
| --- | --- |
| State Agency Name: | State Project # |
| ESP Name: | Date Submitted: |
| Submittal Identifier: |  |
|  |  |

This schedule is not to be altered or changed in any way, except to add rows as necessary. Please note any clarifications in the comments/explanations below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | IMPLEMENTATION ECONOMICS |  |
|  |  |   | ECM Installation | Simple Payback | Expected |
| ECM # | Description |   | Cost 1 | Savings ($) | (Years) | Service Life(Yrs.) |
|   |   |   |   |   |   |   |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
|  |  |   |  |  |  |  |
| Required improvements funded by capital funds (subject to |   |   |   |   |   |
| 15% limitations and outside of savings guarantee) |   |   |   |   |   |
|   |   |   |   |   |   |   |
|  | Totals 2 |   |   |   |   | N/AN/A |
|  |  |  |  |  |  |  |

Notes:

1. Includes Hard Costs, proportional amounts of Service Fees, and overhead and profit.

2. Total of ECM Installation Cost must match Total Project Cost (Line E) on Attachment E-1 “Project Installation Cost Form.

**Attachment H: Form of First Year Estimated Annual Proposed Savings by ECM**

**Attachment I: Form of GESPC Cash Flow Summary**

**Attachment J: Application of Certain Labor Provisions**

**Attachment K - ECMs Owner wishes to be considered**

**Attachment L - Form of Guaranteed Energy Savings Performance Contract**

**Attachment M – Form of Finance Documents (Installment Purchase Agreement, Escrow Agreement and Absolute Assignment Agreement)**