CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Aug 11, 2016

Action Requested By: General Services

Agenda Type: Resolution

Subject Matter:

"Comprehensive Energy-Saving Plan" for LED Lighting for 2739 Johnson Road and 100 #A Church Street.

Exact Wording for the Agenda:

Resolution Authorizing the Mayor to authorize and execute a contract between the City of Huntsville and Jake Marshall Services, Inc. to provide and execute a "Comprehensive Energy-Saving Plan" for LED Lighting at 2739 Johnson Road and 100 # A Church Street.

Note: If amendment, Please state title and number of the original

Item to be considered for: Introduction

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

To provide and execute a Comprehensive Energy-Saving LED Lighting plan for 2739 Johnson Road and 100 # A Church Street.

Associated Cost: $273,539.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 8/3/16

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **General Services** Council Meeting Date: **8/11/2016**

Department Contact: **Barry Crumrine** Phone # **256-427-5670**

Contract or Agreement: **Jake Marshall Service, Inc.**

Document Name: **"Comprehensive Energy-Saving LED Plan**

City Obligation Amount: **$273,539.00** 254.7k avail

Total Project Budget:

Uncommitted Account Balance:

Account Number: ~~4000-14-00000-513010-PR8603XX~~ 3620-

Procurement Agreements

Title 41	Not Applicable

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating		8/3/16
2) Legal	Mary C Cates	8/8/16
3) Finance	M Sargent	8-9-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 16-_____

WHEREAS the City of Huntsville desires to enter into a guaranteed energy cost savings contract in accordance with Ala. Code § 41-16-140 through 144 (1975); and

WHEREAS, in accordance with Ala. Code § 41-16-143 (1975), it is hereby determined and found that the amount the City will spend on the energy cost savings measures for this contract will not exceed the amount of energy or operational cost savings, or both;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Fixed Price Agreement by and between the City of Huntsville and Jake Marshall Service, Inc. for a "Comprehensive Energy-Saving Plan" for LED Lighting for 2739 Johnson Road and 100 A Church Street, Huntsville, Alabama in the amount of $273,539.00,000.00 (Two Hundred Seventy Three Thousand Five Hundred Thirty Nine Dollars and No/100s) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama. " Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Fixed Price Agreement between the City of Huntsville and Jake Marshall Service, Inc. consisting of seventeen 17 pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2016.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2016.

_____
Mayor of the City of Huntsville, Alabama

STANDARD FIXED PRICE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND

JAKE MARSHALL SERVICE, INC.

This Agreement is made by and between:

City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and:

Jake Marshall Service, Inc.
700 Washington Street, Suite 6 & 7
Huntsville, Alabama 35801

(hereinafter referred to as the "Contractor") under seal for construction described below to be rendered for the following Project:

Project Title: "Comprehensive Energy-Saving Plan" for LED Lighting Project for (Fleet Services and (Garage "M")
Project Location: 2739 Johnson Road & 100 #A Church Street
Project Management Work Order NO:
General Project Description: Professional Service to Evaluate and Incorporate LED Lighting into the Fleet Services Facility and Garage "M" Facility according to the Comprehensive Energy-Saving Plan and in keeping with the "Guaranteed Energy Cost Savings" Act 41-16-141, *et seq.*, of the Code of Alabama.

Date:_____

President of the City Council _____

ESCO – COMPREHENSIVE ENERGY-SAVING PLAN
FOR
LED LIGHTING RETROFIT

PARTIES: Jake Marshall Service, Inc. ("JMSI" or "Contractor")
700 Washington Street; Suite 6
Huntsville, Alabama 35801
and
611 W Manning St.
Chattanooga, TN. 37405

CITY OF HUNTSVILLE ("Customer" or "City")
308 Fountain Circle SW
Huntsville, AL 35801

CONTRACT DOCUMENTS: In addition to the terms and conditions of this Energy Savings Contract, incorporated by reference into this Contract are the following:

Comprehensive Energy-Saving Plan : LED Lighting -Jake Marshall Service, Inc. as found in the LED Summary Work (Attachment "B").

In the event of a conflict between or among these contract documents and the terms and conditions of this ESCO, the terms and conditions of the Contract shall take precedence.

1. SCOPE OF THE CONTRACT.

a. JMSI agrees to perform the work identified as Attachment "B" and to include TVA incentives herein and issued in writing by the General Services Department of the City of Huntsville. LED lighting modifications shall be performed in accordance to the JMSI proposal. The 1961 Fleet Services Facility and the Garage "M" Facility are to have LED lights as described in the JMSI proposal herein. At the conclusion of this project, all lighting levels at these facilities shall be equal to or higher than post project levels recorded.

b. The Proposal includes the Professional Services of JMSI and the initial cost, incentive, final cost, and annual savings estimate for estimated usage identified in Summary Work Attachment "B". The evaluation and calculated values listed in Attachment "C" are based on the normal used hours and at a .06 cent rate. Change orders will have to be issued for any changes to the scope of work described herein.

c. JMSI will provide professional services and shall supervise and direct the work and shall be solely responsible for all design, construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work and Services under this Contract. Inasmuch as this contract is deemed a Guaranteed Energy Savings contract, the stipulated savings shall be determined to be realized by using baseline measurements. The Energy Cost Savings Guarantee can be found in Attachment "C" of this document. JMSI shall be responsible for performing the pretesting of current wattage use and providing a written record of such usage to the General Services Department representative prior to the replacement of each fixture. A General Services Department representative may be present to observe this pretesting and post testing for savings validation purposes. This pretesting shall be performed in order to validate the savings realized from the fixture replacements. JMSI shall develop a worksheet, subject to approval by the City that documents all work performed and savings incurred.

d. JMSI shall furnish and be responsible to pay for all professional service, labor, materials, equipment, fixtures tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

e. City shall provide access to JMSI during reasonable work hours in order to perform the scope of work. JMSI workers shall restrict their movement within each building to the relevant work area and shall perform the work without undue interference or interruption of the day to day operations of the facility and its workforce. In the event that JMSI needs to perform work for any building during a second or third shift schedule, the task order shall provide advance notice of that requirement, if required by the City.

f. JMSI shall ensure that all work performed complies with all applicable codes and standards.

g. Exceptions to the JMSI proposal are:

(1) Any construction badges for JMSI personnel shall be provided by JMSI. The City will not provide such badging. (Clothing with the JMSI logo will be acceptable)

(2) The City will provide pallets instead of bins at the General Services Building for drop-off by JMSI of all removed materials.

2. **CONTRACT TERM .** The Term of this contract shall begin on the Commencement Date, which shall be the date of the signed Contract. Both Facility LED projects herein shall Commencement on the date the City Council signs this agreement and shall end not later than One Hundred (120) days after the Commencement Date. The Work is listed in Attachment "B".

3. **CONTRACT TYPE AND PAYMENTS** The total Not to Exceed (NTE) amount for both locations for this contract as found in Attachment "B" shall not be more than $ 273,539.00. The contractor shall be required to perform the work found in Attachment "B" and secure TVA incentives estimated at $51,387.00. JMSI may invoice the City upon completion of each location and acceptance by the City of the work detailed in the Attachment "B". The amount invoiced shall be the identified "initial cost' defined on the project sheets included in Attachment "A for the workbook. This "initial cost" constitutes the "fixed fee" to be paid to JMSI for the work on each building. The City shall pay JMSI within thirty (30) calendar days from receipt and acceptance of each invoice. Remit all payments to P.O. Box 4324
Chattanooga Tn. 37405

4. **DELAYS.** If JMSI is delayed in the commencement or completion of the Work by causes beyond its control and without its fault or negligence, including but not limited to fire, flood, labor disputes, unusual delays in deliveries, abnormal adverse weather conditions, and acts of God, or by failure by the Customer to perform its obligations under the Performance Contract and Schedules or failure by the Customer to cooperate with JMSI in the timely completion of the Work, then JMSI shall provide written notice to the Customer of the existence, extent of, and reason for such delays. An equitable adjustment in Substantial Completion Date shall be made as a result and shall serve as the only accommodation to be made for the delay. No monetary damages shall be awarded for any delay.

5. **CERTIFICATE OF COMPLETION.** The Certificate of Completion which shall be prepared by JMSI and is to be executed by the City for each task order shall include:

a. an acknowledgement by the City of the buildings completed and the Completion Date for each building;

b. an acknowledgment by the City of receipt of manuals and training provided by JMSI under the Contract;

c. an acknowledgement by the City of the warranty start date and warranty period for each task order; and

d. acknowledgement by the City of receipt of the required documentation for each task order.

6. TERM. The term of this contract shall not exceed one hundred (120) days for the purposes of the City issuing task orders. Each task order shall set forth its specific period of performance for completion of the task. A Performance Bond will be required for the entire term of this contract in the amount of 100% of the contract amount.

7. **TAXES, PERMITS, AND FEES.** JMSI shall be responsible for obtaining all licenses, permits and related permit fees associated with the Work and Services. JMSI shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution of the work.

8. **WARRANTY.** JMSI warrants that materials and equipment furnished by JMSI will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work and Services will conform to the requirements of the Contract Documents. Bulb manufacturer warrants that the Products shall be free from defects in material (Bulbs) for a period as indicated in Attachment "A" from the installation Date and JMSI warrants that its Services will be free from defects in workmanship, and design for one year. Upon written notice from the Customer, JMSI shall, at its option, repair or replace the defective Work or re-perform defective Services. The Customer must promptly report any failure of the Equipment to JMSI in writing. Fixtures and bulbs and shall be tagged by the JMSI as of the date of acceptance of the completion of each task order by the City and shall be documented on a worksheet to be developed by JMSI and approved as to format by the City's General Services Department representative. The worksheet shall also include the date and measurement of the pretesting of the energy usage and the post installation testing of the energy usage. All labor provided by JMSI shall include a one (1) year warranty from the date of acceptance for each task order. All material replacement services shall be performed by JMSI for the first year from the date of completion.

   If JMSI installs or furnishes a piece of equipment under this Contract, and that equipment is covered by a warranty from the manufacturer, JMSI will transfer the benefits of that manufacturer's warranty to Customer if this Contract with Customer terminates before the equipment manufacturer's warranty expires.

9. **CLEANUP.** JMSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JMSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

10. **SAFETY.** JMSI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work or Services. JMSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.

11. **INSURANCE.** Prior to commencing the Work, JMSI shall provide a certificate of insurance showing its insurance coverage's, and JMSI shall maintain such insurance in full force and effect at all times until the work and professional services have been completed. Insurance requirements are as set forth in Attachment "B".

12. **MODIFICATIONS.** Additions, deletions, and modifications to this Contract may be made upon the mutual consent of the parties. The parties contemplate that such modifications may include but are

not limited to the installation of additional energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the City. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.

13. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail to JMSI at the address listed on page 1 of this contract and to City at the address listed on page 1 of this contract.

14. **E-VERIFY.** Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:
"By signing this contract the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom."

15. **TERMINATION.** If the City of Huntsville determines that JMSI has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City may, by providing written notice to JMSI, terminate the contractor's right to proceed with all or part of the remaining work.

The City reserves the right to cancel this contract without cause giving a thirty day (30) written notice.

16. **ADDITIONAL TERMS.**

A. Any failure of the City to require strict performance by JMSI, or any waiver by the City of any requirement under this Contract, does not consent to or waive any subsequent failure or breach by the Customer.

B. If any provision of this Contract is invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.

C. The captions and titles in this Contract are for convenience only and shall not affect the interpretation or meaning of this Contract.

D. This Contract is the full Contract between JMSI and the City as of the date it is approved and executed by the properly authorized representatives of the parties. All previous conversations, correspondence, Contracts, or representations related to this contract, unless specifically included herein, are not part of the contract between JMSI and the City and are superceded by this Contract. In the event of a conflict among this contract and any of the attachments or documents incorporated by reference hereto, this contract shall take precedence.

E. This Contract shall be construed in accordance with the laws of the state of the Alabama.

Dated _____, 2016.

CUSTOMER:

Signature:_____

Printed Name:_____

Title:_____

ATTEST:_____

JAKE MARSHALL SERVICE, INC.

Signature: Patrick Curtis

Printed Name: Patrick Curtis

Title:_____

ATTEST: _____

ATTACHMENT "A"

INSURANCE REQUIREMENTS

JMSI shall carry insurance of the following kinds and amounts. JMSI shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance services hereunder by the JMSI, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability- Insurance will be written on an occurrence basis.

Commercial General Liability
Contractual Liability
Personal Injury and Advertising Injury
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation

2. Professional Liability: (if applicable)

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for at least three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject Contract. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation to be included.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

6. Umbrella (Excess) Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$1,000,000 General Aggregate Limit

$1,000,000 Personal & Advertising Injury

$1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

$1,000,000 Per Claim – Other Professionals

3. Automobile Liability:

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$500,000 Bodily Injury by Accident

$500,000 Policy Limit by Disease

6. Umbrella (Excess) Liability Insurance:

Umbrella or Excess Liability Insurance is required in an amount of $5,000,000 per occurrence and $5,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage Only:

a. The City, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of services performed by or on behalf of JMSI, its agents, employees, subcontractors, or representatives or automobiles owned, leased, hired or borrowed by the JMSI, its agents, employees, subcontractors, or representatives. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

b. JMSI's insurance coverage shall be primary insurance as respects the City, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the JMSI's insurance and shall not contribute to it.

c. JMSI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage:

a. JMSI is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

E. VERIFICATION OF COVERAGE:

The City of Huntsville, Alabama shall be indicated as a Certificate Holder and JMSI shall furnish the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner

before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS OR OTHERS WORKING FOR JMSI

JMSI shall specifically include all subcontractors or other professionals providing services as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor or professional. JMSI shall include all medical professionals working for JMSI as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for medical professional.

G. HOLD HARMLESS CONTRACT:

1. Other Than Professional Liability Exposures:

JMSI, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, Alabama, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the JMSI or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

JMSI agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Employer, the City of Huntsville, Alabama, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the JMSI or any sub-contractors directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of JMSI, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the JMSI or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Required General Project Information

Attachment (B)

Project			
Name	LED LIGHTING ENERGY REDUCTION PROJECT	Prepared By	PC
Address		Work Order #	
City, State			
ZIP		Phone	205-337-2735

	Total Fixtures in Bldg	1738	25	1904	8	183	26	67	8	54	26	90	
Line Item	Location	Qty of Fixture per Room	New 6Bulb Fixture	4' Bulbs	2' Bulbs	New 4' Fixiture	EXIT/Emergency Lights	Wall Lights	OS WALL	Pole Lights	New 8' Fixture	Cree High Bays	
1	Out Door Power Rm	4	4	24									
2	Outdoor Pwr Storage	2	2	12									
3	Hallway Coke Machine	1		2		1							
4	Hallway Storage	2		8							2		
5	Machine Shop	6	6	36									
6	Salvage Rm	4	6	24									
7	Outside Tire Cage	4		8		4							
8	Tire Cage Inside Fence	4	4	24									
9	Rex Hunts Office	2		8							2		
10	Service Dept	6										6	
11	Service Dept	3	3	18									
12	Trans Service Hall	1		2		1							
13	Trans Service	4										4	
14	Bath Rm Trans	2		8		2							
15	Main Shop	80										80	
16	Main Shop RR	1		2									
17	Main Shop RR Storage	1		4									
18	Exit Lights	2					2						
19	Emergency Lights	0											
20	Harry Dobins Office	2		8							2		
21	Employee Parking Near Bank Entrance	88		88									
22	Entrance Near Bank To Ticket Booth	14		34		13							
23	1St Floor Parking Deck- Employee Parking Section F	60		60									
24	Section F 1 St Floor Parking	132		132									
25	Section F 1 St Floor Elevators And Stairs	17		17									
26	Section E 1 St Floor Parking	112		116							2		
27	Section D 1 St Floor Parking	170		170									
28	Section C 1 St Floor Parking	184		184									
29	Section B 1 St Floor Parking	198		198									
30	Section A 1 St Floor Parking	202		202									
31	Section A 1 St Floor Stairwell To Top Floor	2		4									
32	Ramp To Second Floor	2		4		2							
33	Second Floor	80		160		80							
34	Second Floor Stairwell (PNC Bank) To Top Floor	3		6									
35	Third Floor	80		160		80							
36	Office 1St Floor	12		48							12		
37	IT Room 1St Floor	6		24							6		
38	Office 1St Floor Rest Room	1		2									
39	Office One First Floor	4		8									
40	Garage M Storage Room	52		52									
41	IT Storage Room 1St Floor	7		14									
42	North Storage Room	6		8									
43	Extreme North Storage Room	1		2									
44	Concrete Room	5		10									

Required General Project Information

Attachment (B)

Project			
Name	LED LIGHTING ENERGY REDUCTION PROJECT	Prepared By	PC
Address		Work Order #	
City, State			
ZIP		Phone	205-337-2735

	Total Fixtures in Bldg	1738	25	1904	8	183	26	67	8	54	26	90	
Line Item	Location	Qty of Fixture per Room	New 6Bulb Fixture	4' Bulbs	2' Bulbs	New 4' Fixiture	EXIT/Emergency Lights	Wall Lights	OS WALL	Pole Lights	New 8' Fixture	Cree High Bays	
45	Room Under 1St Ramp	9		9									
46	Elevator Room	2		4									
47	Ticket Booth (Lane 5 & 6)	2			4								
48	Ticket Booth (Lane 1 & 2)	1			2								
49	Ticket Booth (Lane 3 & 4)	2			2								
50	Exit Lights	24					24						
51	Stairwell And Deco Lights	67						67					
52	Parking Pole Lights	54								54			
53	Out Side Wall Washers	8							8				
54													
55	1400' EMT Raceway												
56	6000' #12 single Strainded Wire												
57	1000' SO Cord w/connectors												
58	1500' Jack Chain												
59	8-Lighting Contactors												
60	11-LED Light Dimmer Controllers												
61	Labor for DEMO of existing												
62	10 Year Warranty on all LED 4' bulbs & High Bay Fixtures												
63													
64													
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66													
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Required General Project Information

Attachment (B)

Project Name: LED LIGHTING ENERGY REDUCTION PROJECT
Address:
City, State:
ZIP:
Prepared By: PC
Work Order #:
Phone: 205-337-2735

Line Item	Location	Qty of Fixture per Room	New 6Bulb Fixture	4' Bulbs	2' Bulbs	New 4' Fixiture	EXIT/Emergency Lights	Wall Lights	OS WALL	Pole Lights	New 8' Fixture	Cree High Bays	
	Total Fixtures in Bldg	**1738**	**25**	**1904**	**8**	**183**	**26**	**67**	**8**	**54**	**26**	**90**	
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Required General Project Information

Attachment (B)

Project Name: LED LIGHTING ENERGY REDUCTION PROJECT
Address:
City, State:
ZIP:

Prepared By: PC
Work Order #:
Phone: 205-337-2735

	Total Fixtures in Bldg	1738	25	1904	8	183	26	67	8	54	26	90	
Line Item	Location	Qty of Fixture per Room	New 6Bulb Fixture	4' Bulbs	2' Bulbs	New 4' Fixiture	EXIT/Emergency Lights	Wall Lights	OS WALL	Pole Lights	New 8' Fixture	Cree High Bays	
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Required General Project Information

Attachment (B)

Project Name	LED LIGHTING ENERGY REDUCTION PROJECT	Prepared By	PC
Address		Work Order #	
City, State			
ZIP		Phone	205-337-2735

	Total Fixtures in Bldg	1738	25	1904	8	183	26	67	8	54	26	90	
Line Item	Location	Qty of Fixture per Room	New 6Bulb Fixture	4' Bulbs	2' Bulbs	New 4' Fixiture	EXIT/Emergency Lights	Wall Lights	OS WALL	Pole Lights	New 8' Fixture	Cree High Bays	
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Attachment "C"

Energy Cost Savings Guarantee
For
City of Huntsville LED Lighting Reduction Project
By
Jake Marshall Service, Inc.

Per the Alabama Code 1975 (41-16-143 (C)) states:
The guaranteed energy cost savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures within the lesser of 20 years or the average useful life of the energy cost savings measures. The qualified provider shall reimburse the governmental unit for any shortfall of guaranteed energy cost savings on an annual basis. The guaranteed energy cost savings contract may provide for payments over a period of time, not to exceed the lesser of 20 years or the average useful life of the energy cost savings measures.

JMSI Guarantee:
Jake Marshall Service, Inc. guarantee's that the energy and/or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures within the lesser of 20 years.

Jake Marshall Service, Inc. has established this guarantee based on the actual amp draw readings of the existing lighting loads versus a calculated consumption of the new lighting loads (after retrofit) based on the selected products consumption claims from the lighting manufacturers.

Existing kwh consumption for the year 2015----------593,472 per year.
Projected kwh consumption based on manufacturers data will be ----225,088 per year.
kwh Savings will be ----------368,384 per year.

Existing kwh Cost per year is----------$42,185.31
NET kwh Dollar Savings per year will be----------$25,786.88

JMSI does not guarantee the consumption, cost, or savings effects of any other loads other than the Loads directly associated with this projects LED Lighting Retrofit.

Patrick Curtis Date: 8/5/2016

Jake Marshall Service, Inc. Rep.