

RESOLUTION NO. 2011-28

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SPEEDWAY, INDIANA APPROVING A CONTRACT TO PERFORM
ENERGY CONSUMPTION AND EFFICIENCY ANALYSIS ON CERTAIN
TOWN FACILITIES**

WHEREAS, the Town of Speedway, Indiana (the "Town") has certain properties that it owns and operates for the provision of public services; and

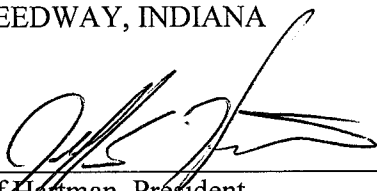
WHEREAS, the Town has found that certain facilities should be reviewed for energy consumption and potential reductions and savings.

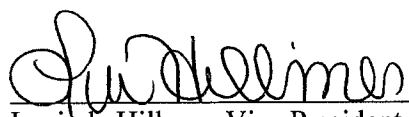
NOW THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF SPEEDWAY, INDIANA:

1. The Council approves a contract with Keramida, Inc. for the provision of energy efficiency analysis services for the Police/Fire Department Building/Fire Station 1, Town Hall, the Street Department and Fire Station #2 as outlined in the Attachment A hereto.
2. The Council approves the contract in an amount not to exceed the amount of \$16,000.
3. The Town Manager is authorized to sign the contract and undertake all steps necessary to complete the services authorized in the contract.

PASSED BY the Speedway Town Council this 26th day of September 2011.

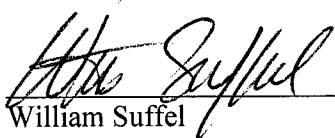
TOWN COUNCIL OF THE TOWN OF
SPEEDWAY, INDIANA



Jeff Hartman, President

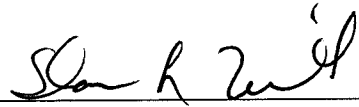
Lucinda Hillmer, Vice President

Eileen Fisher

Gary L. Raikes

William Suffel

ATTEST



Sharon L. Zishka
Clerk-Treasurer



401 North College Avenue
Indianapolis, Indiana 46202
(317) 685-6600 • Fax (317) 685-6610
1-800-508-8034
keramida@keramida.com • www.keramida.com

September 15, 2011

Barbara Lawrence
Town Manager
1010 Main Street
Speedway, Indiana 46224

RE: Building Energy Efficiency Assessments
Two Fire Stations, Town Hall, Public Safety, and Street Department

Dear Ms. Lawrence:

KERAMIDA appreciates the opportunity to provide this proposal to conduct an assessment of building energy efficiency for the Fire Station (25th Street), Fire Station/Public Safety (Lynhurst), Town Hall (Lynhurst), and Street Department (Lynhurst). The assessment being proposed focuses on the electrical and natural gas energy use of the buildings.

The Town of Speedway occupies these buildings currently and has records on electricity and natural gas usage on a monthly basis. The Town wishes to determine if the buildings can be operated in a more efficient and cost effective manner.

SCOPE OF WORK

The work required to fulfill the requirements of the Scope of Work will require varied technical disciplines and experience levels to provide the required deliverables to the Town of Speedway. The assessment consists of the following elements:

- Site Visit – A site visit will consist of:
 - A general tour of each building to review the activities in the buildings, occupancy, and uses of electricity and natural gas.
 - Observations of equipment using electricity, natural gas, and water and monitoring of energy consumption will take place where existing monitoring equipment is available. Equipment observations will include HVAC, lighting, IT, water heaters, sanitary, and landscaping. Auxiliary equipment such as programmable thermostats, occupancy sensors, auto shut-offs, compressors, and refrigeration will also be included, if present.
 - The site tour will take place after energy data is received from the Town of Speedway and analyzed by KERAMIDA.
 - The on-site work will take place over a two-day period.

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- Keramida will analyze the electricity and natural gas use at the four buildings including the following.
 - Electricity
 - Electrical billing and metering will be reviewed to determine the energy use profile of each building.
 - Major existing electrical loads will be identified
 - Electrical use profiles
 - HVAC loads
 - On-site observations
 - Town of Speedway documents
 - If available, records of incoming peak electrical use will be requested from the utility. If no time-of-day profiles are available then readings will be taken on-site during the site visit to approximate time-of-day use information. No costs are included in this proposal to install monitoring equipment.
 - The utility will be contacted to determine Electrical Billing Options
 - Time of day use
 - Peak vs. usage options (kW vs. kWh)
 - Power factor adjustments
 - Long term contracts (5 years)
 - Benchmark assessments against Energy Star goals will be performed as appropriate.
 - Natural gas
 - Natural gas billing and metering will be reviewed to determine the energy use profile of each building.
 - Major existing natural gas loads will be identified
 - Types of use
 - Heating loads
 - On-site observations
 - Town of Speedway documents
 - Seasonal variations will be evaluated based on billing information.
 - The utility will be contacted to determine Natural Gas Billing Options
 - Bundled billing
 - Long term contracts (5 years)
- Efficiency Improvements - Potential projects addressing cost savings, operating efficiency improvements and greenhouse gas reductions will be identified.
 - Power Factor Correction
 - Lighting improvements – General lighting will be reviewed and potential savings evaluated.
 - HVAC high-efficiency improvements
 - Water heating high-efficiency improvements
 - Water Conservation retrofits
 - Other projects identified

- Deliverables – KERAMIDA will provide a report detailing the Energy Assessment. The report will include the following information:
 - An analysis of current energy use -
 - Cost
 - Electricity
 - Natural Gas
 - GHG
 - Recommended Energy Savings Projects including:
 - Estimated Cost Savings
 - Budgetary Installation and Maintenance Costs
 - Pay-back Analysis
 - Estimated Energy Savings
 - Estimated GHG Reductions
 - Summary Table of Energy and Cost Savings Opportunities
 - Data and process information used for the evaluation will be included in the Appendix.
 - A summary of rejected projects with justification
 - An analysis of the current electrical energy use profile including recommendations on the appropriate rate structure for existing and future operations
- The Town of Speedway will provide KERAMIDA the following data:
 - Two years of utility bills – electricity and natural gas. Additional info, as necessary, to associate the billing and usage info to the buildings being assessed such as relevant meter numbers, addresses, and service locations.
 - Utility contracts or rate structures applicable to the buildings being assessed
 - Operators Manuals for HVAC and auxiliary equipment (such as programmable thermostats, occupancy sensors, auto shut-offs, compressors, and refrigeration)
 - Facility Operating Hours (same time frame as utility bills)
 - Previous energy use studies and/or capital project proposals
 - Other information as requested by Consultant

The outline provided in the Scope of Work will be used as a guideline for the overall energy assessment as required in the SOW. The energy assessment however will not be limited to the projects listed in the SOW. The energy use diagrams and other information provided in the Final Report will be based on the information collected on-site and the data provided by the Town of Speedway. If insufficient data is provided to do the complete analysis the assumptions used to complete the study will be documented in the report.

STAFFING

KERAMIDA has extensive experience in environmental and energy consulting work. KERAMIDA's energy work consists of providing energy audits, energy management systems,

and GHG emissions estimates for municipalities, utilities, and manufacturing,. We provide clients with studies on the feasibility of installing alternative energy systems. KERAMIDA also assists clients in requesting government grants for energy and sustainability projects.

Jim Schifo, Vice President, and Jelling Lai, certified BPI Building Energy Analyst of KERAMIDA will be the core project team and other KERAMIDA employees will be utilized as appropriate to provide the best value for the Town of Speedway. KERAMIDA will engage knowledgeable contractors and equipment suppliers as appropriate to screen and estimate costs for potential efficiency improvement projects.

SCHEDULE AND COST ESTIMATE

KERAMIDA can begin work immediately after written confirmation of project approval and we receive the documents listed in the Scope of Services (supplied by the Town of Speedway). The cost estimate provided includes two one-day visit for inspection of the buildings. A Draft Report will be completed 4 weeks after the site visit. Once the Draft Report has been reviewed by the Town of Speedway a final report will be submitted. The cost to perform the services listed in the Scope of Work is estimated to be \$16,000 on a lump sum basis. The total cost estimate will not be exceeded without prior approval of the Town of Speedway.

If this proposal is acceptable to you, please notify KERAMIDA by returning a signed copy of the attached proposal acceptance sheet. We look forward to being of service to you. If you have any questions on this proposal, please contact me at (317) 685-6600.

Sincerely,
KERAMIDA, Inc.



Kristen Belcredi, P.E., LEED GA
Senior Vice President, Sustainability Services



James F. Schifo, P.E.
Vice President, Industrial Services
Enclosures



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PROPOSAL ACCEPTANCE SHEET

Description of Services: *Building Efficiency Assessment*

Project Location: *Speedway, Indiana*

Project No. and Date: *September 15, 2011*

FOR APPROVAL AND PAYMENT OF CHARGES: If approval and payment are not handled by the same individual, please indicate the appropriate name(s).

Charge Invoice to the Account of:

Client *Town of Speedway*

Address: *1010 Main St.*

City/State: *Speedway, IN*

Zip: *46224*

Attention: *Barbara Lawrence*

Phone #: *317-246-410*

Email: *blawrence@townofspeedway.org*

PAYMENT TERMS:

Project Cost: *\$16,000 Lump Sum, NTE*

Retainer Fees - A retainer in the amount of \$0 is to be paid to KERAMIDA prior to the commencement of the work, with the remainder of the fees due when invoiced upon completion of the project. For on-going projects the remainder of the fees will be billed monthly based upon work performed.

Professional Fees & Expenses - A late payment charge of 1.5% per month will be added, if payment is not made within 30 days after invoice date.

PROJECT ACCEPTANCE: The Terms and Conditions of this Proposal, including the Terms on this page and the attached General Terms and Conditions are:

Accepted this *26th* day of *September*, 2011

Barbara A. Lawrence, Town Manager

Print or type name of authorized representative and title

Barbara A. Lawrence

Signature of authorized representative

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GENERAL TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** KERAMIDA Inc., as an independent consultant, agrees to provide Client for its sole benefit and exclusive use, consulting services set forth in our Proposal.

2. **VALIDITY OF PROPOSAL.** It is understood that this proposal is valid for a period of ninety (90) days. Upon the expiration of that period of time, KERAMIDA Inc. reserves the right to review the proposed basis of payment and fees, to allow for changing costs, as well as to adjust the time of performance to conform to work loads.

3. **DEFINITIONS.** When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to Client.

4. **RIGHT OF ENTRY & RIGHT TO PROCEED.** Client grants a right of entry from time to time to Consultant and Consultant's agents, staff, consultants, and contractors or sub-contractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. To the extent that the work to be performed for the Client requires access to property or real estate owned by other parties, Client shall have responsibility for obtaining proper permission, right of way, easements, or other agreements to allow us to go on site and perform any necessary work.

5. **PAYMENT.** Invoices will be submitted on a monthly basis. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1 1/2 percent per month or the maximum permissible under state law, whichever is less. In addition, KERAMIDA Inc., shall be entitled to recover all costs of collection, including court costs and reasonable attorney fees. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 calendar days of receipt of such invoice. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. In addition, KERAMIDA Inc. may, after giving 14 calendar days written notice, suspend services under any agreement until all past due accounts have been paid.

6. **SCOPE.** (a) The proposed fees constitute our best estimate of the charges required to complete the project as defined. Except as provided in Paragraph 6(b) the project scope will not be altered without mutual agreement. For many projects such as those involving process development work, planning work, or environmental impact assessments, all activities are often initially not fully definable. As the project progresses, the facts uncovered may dictate a change in direction, which may alter the scope. KERAMIDA Inc. will promptly inform the client of such situations so that negotiation of change in scope can be accomplished as required.

(b) Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, for force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

7. **BILLING.** Where the method of contract payment is on a time-and-material basis, the following provisions shall apply:

(a) The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of work done at the Keramida Environmental office is one-half hour. There is no premium charge for overtime. Where applicable, rental charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation, or technical equipment.

(b) Expenses properly chargeable to the work shall include: travel, transportation and living expenses of personnel when away from the office on business connected with the project; telephone and FAX charges; computer use charges; shipping and production costs; reproduction work; field equipment use charges; and expendable materials and supplies purchased specifically for the project. A ten percent (10%) service charge of these services will be billed to the client.

8. SUBCONTRACTORS. When a subcontractor is used by KERAMIDA Inc. (such as laboratories, well drillers, etc.), a ten percent (10%) service charge of the subcontractor's invoice will be billed to Client.

9. TERMINATION. This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effected unless the other party is given: (1) not less than fourteen (14) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of cancellation.

(a) Where method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the project up to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(b) Where method of contract payment is "lump sum", the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(c) Where method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus 3 percent of the billings to such date as a closeout cost.

The closeout cost referred to in subparagraphs 9a, b, and c is not to be considered as a penalty, but represents an allowance for demobilization of personnel and equipment and shut-down costs not available on short notice.

10. DAMAGE AT SITE. We will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to our attention in writing and correctly shown on the plans furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration and test equipment may unavoidably affect and/or alter the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect and/or alteration.

11. STANDARD OF CARE AND WARRANTY. Professional services provided by KERAMIDA Inc. will be performed, findings obtained, and recommendations prepared in accordance with generally accepted professional practices.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED

12. INSURANCE. KERAMIDA Inc. maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain automobile liability insurance with a \$1,000,000 limit, general liability insurance with a \$1,000,000 limit for each occurrence and an aggregate limit of \$2,000,000, and professional liability insurance for errors and omissions, as well as pollution liability coverage, with a per occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000. KERAMIDA carries, furthermore, excess umbrella liability insurance with an aggregate limit of \$9,000,000, bringing the total coverage to \$10,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

13. **SAMPLE HANDLING AND RETENTION.** Generally, test samples or specimens are consumed during the conduct of tests by laboratories. Client will be responsible for any sample residue disposal costs, should such costs be charged by the laboratory.

14. **HAZARDOUS SUBSTANCES AND CONSTITUENTS.** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to keep Consultant informed on this issue, as new information becomes available to the Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Consultant from and against any and all claims and liabilities resulting from:

- (a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
- (c) Changed conditions or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein.
- (d) Allegations that Consultant is a handler, generator, operator, treater or storer, transporter, or disposer of hazardous waste under any Federal, State or local statute and/or regulation.

15. **UNFORESEEN OCCURRENCES.** If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect our services, the risk involved in providing our services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

- (a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- (c) Terminate the services effective on the date specified by us in writing.

16. **DOCUMENTS.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall, to the maximum extent permitted by law, save us harmless from any and all claims arising from such unauthorized reuse. Further, no

part of any document we deliver to Client shall be reproduced or distributed, whether for advertising, use by another company (other than a company affiliated with Client or hired by Client) or for any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

17. FIELD REPRESENTATIVE. The presence of our field personnel will be for the purpose of providing observation and field testing of specific aspects of the project. Should an independent contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents, unless otherwise explicitly stated in our Proposal. The independent contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. Client expressly agrees to require all other independent contractors to provide Client with information regarding hazardous substances or constituents brought onto the site by the independent contractor. Client further agrees to advise us of all information regarding hazardous substances or constituents brought onto the site by any independent contractor.

18. SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

19. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

21. TAXES. If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and be subject to reimbursement.

22. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Indiana.

VK

8/09