



City Council Meeting - Final

November 06, 2023
7:00 PM

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- C. CHOR2023-005** Approval of work order 2023-03 under the Georgia Power Master Agreement MSA-2022-03 for the forensic testing of seven additional City buildings (Fire Stations 1,2,3,4,5, the Wolfe Center, and Public Works) in the amount of \$73,400 to be funded out of the Green Energy CIP and authorize the Mayor to sign and execute all related documents.



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: CHOR2023-005

Agenda Date: 11/6/2023

In Control: City Council

File Type: Change Order

Agenda Section:

Agenda Number: C.

Formal Business

Department: Public Works

Agenda Title:

Approval of work order 2023-03 under the Georgia Power Master Agreement MSA-2022-03 for the forensic testing of seven additional City buildings (Fire Stations 1,2,3,4,5, the Wolfe Center, and Public Works) in the amount of \$73,400 to be funded out of the Green Energy CIP and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

In April 2022, Council approved MSA 2022-03 with GA Power to oversee the energy efficiency projects for the City. These projects are funded through the "Green Energy" CIP project approved in coordination with annual budget process.

Staff needs to determine the total City-wide cost to make all recommended repairs to HVAC systems in City buildings. Georgia Power previously completed forensic testing on five City buildings. To determine the total estimated cost, staff needs to test the remaining seven occupied buildings.

This final testing will note the remaining deficiencies throughout the City and give the City a total cost for the repairs of the A/C system in addition to the five already tested to receive a total cost to make all necessary A/C repairs.

RECOMMENDATION / REQUESTED ACTION:

Public Works staff recommends the approval of work order 2023-03 under the Georgia Power Master Agreement MSA-2022-03 for the forensic testing of seven additional City buildings (Fire Stations 1,2,3,4,5, the Wolfe Center, and Public Works) in the amount of \$73,400 to be funded out of the Green Energy CIP and authorize the Mayor to sign and execute all related documents.

Contract No. MSA-2022-03
Work Order No. 2023-03



WORK ORDER

Customer:
City of Smyrna
Attention: Mayor Derek Norton
2800 King Street
Smyrna, GA 30080

GPC:
Georgia Power Company
Attention: Ken Mitchell
241 Ralph McGill Blvd.
Atlanta, Georgia 30308

This **"Work Order"** (hereinafter referred to as the "Work Order") is issued pursuant to and under the referenced MSA-2022-03 Master Agreement for Energy Related Services ("MSA"), between Customer and GPC. The Services shall be governed by and subject to the terms and conditions in the Agreement, except to the extent expressly amended herein. GPC agrees to perform and provide Customer with Services described below in accordance with the terms and conditions contained in the MSA, its Exhibits, the Exhibits to this Work Order identified below as included, and any supplemental provisions set forth in this Work Order. A capitalized term which appears in this Work Order or any of its Exhibits shall have the same meaning as assigned to it in the MSA.

DESCRIPTION OF SERVICES

OPTIONS:

- ☒ **Scope of SERVICES (EXHIBIT A)**
- ☒ **CONSTRUCTION FORECAST SCHEDULE (EXHIBIT B)**
- ☒ **COMPENSATION PAYMENT SCHEDULE (EXHIBIT C)**
- ☒ **CERTIFICATE OF FINAL ACCEPTANCE (EXHIBIT D)**

AGREED VALUE OF SERVICES TO BE PROVIDED

Payments to GPC for Services provided will be made in the form of milestone payments, as described in the MSA and in the attached Compensation Payment Schedule (Exhibit C). The parties have agreed that the reasonable value of the Services provided by GPC is **\$73,400.00**.

AGREED TO BY:
CITY OF SMYRNA
("Customer")

ACCEPTED BY:
GEORGA POWER COMPANY
("GPC")

By: _____
(Signature)

Derek Norton
(Name typed or printed)

Title: _____
Mayor

Date: _____

By: _____
(Signature)

(Name typed or printed)

Title: _____

Date: _____

SCOPE OF SERVICES:

GPC will provide the scope of work described herein to provide forensic HVAC testing to evaluate air and systems for the Public Work Facility, Fire Stations 1, 2, 3, 4, 5, and the Wolfe Aquatic Center as listed in the tables below.

The scope includes air side testing and HVAC systems evaluation along with the testing items needed for the execution and completion of the ECMs (Energy Conservation Measures) listed in the following table:

| Energy Conservation Measures | General ECM Descriptions |
|------------------------------|--|
| ECM2 - Forensic HVAC Testing | Provide Forensic Testing to Evaluate HVAC for Facilities below |
| | |

ECMs implemented at a specific facility impacted by the measure(s) will be described in more detail within each ECM scope of work as indicated below.

ECM2 HVAC - Scope of Work to Provide Forensic Testing for Facilities Listed

| Facility | High-Level Detail |
|------------------------------|--|
| Public Works | Forensic testing of air distribution to evaluate existing HVAC Systems |
| Fire Stations 1, 2, 3, 4 & 5 | Forensic testing of air distribution to evaluate existing HVAC Systems |
| Wolfe Aquatic Center | Forensic testing of air distribution to evaluate existing HVAC Systems |
| | |

1. Provide test readings of the current CFM airflows for all HVAC equipment serving the facilities listed above including a report of the readings.
2. Compare CFM field readings to the original HVAC engineering design requirements as indicated on the as-built drawings.
3. Report discrepancies and recommend solutions to restore HVAC to original design condition.
4. If discovered during the evaluation that an area of the facility has been modified since the original design, we will recommend solutions to provide the appropriate HVAC to meet the current modified operating conditions.
5. Provide test of the controls operation to open/close actuators and start/stop equipment as needed for evaluating the CFM airflows.
6. The scope of this project includes testing airflows only and does not include a complete TAB (Test, Adjust and Balance) of HVAC systems. The TAB will be provided at a later date once the evaluation of the existing systems is complete, and recommendations are reported.

Clarifications and Exclusions

1. GPC requires a copy of the Architectural Plans, HVAC, and Electrical as-built drawings.
2. Any work associated to the fire alarm system is excluded.
3. Any work associated to the smoke evacuation system is excluded.
4. Lifts for access to elevated ceilings/grilles/registers/diffusers are excluded.
5. Any modification to building structure such as wall/ceiling cutting, patching, painting, or ceilings modifications and adjustment are excluded.
6. All work performed during normal business hours with no overtime labor included.

Estimated Lead Time Schedule

The lead time to schedule the forensic testing is 2-weeks prior to performing the actual field work at the specific location.

A firm schedule will be developed between the City of Smyrna and GPC once the Work Order has been executed.

Payment Terms

1. **Payment of Contract Investment Cost.** Customer will pay or cause to be paid to GPC the full Contract Amount of **\$73,400.00** for the Services in accordance with the following milestone payment schedule:

- Invoice to be issued in the amount \$73,400.00 after project completion.

2. **Late Payment:** All payment applications and invoices submitted by GPC will be paid by or on behalf of Customer within 30 days of the date of invoice/payment application. All amounts in this Exhibit C are in U.S. Dollars and include any sales, use, excise, or other applicable taxes (unless specifically noted/excluded in price above), all of which will be paid by Customer, except for taxes on GPC's net income. All costs of collection, including reasonable attorneys' fees, will be paid by Customer.

3. **Notice to Proceed (must be Initialed by Customer's authorized representative)**

_____ ☒ If this box is checked, Customer will not be financing payment of the Services with funds other than its own and will use its own funds to pay for the Services. Accordingly, after execution of this Work Order by GPC, Customer's execution of this Work Order will constitute the Notice to Proceed to GPC.

_____ ☐ If this box is checked, Customer intends to finance payment of the Services with funds other than its own. Accordingly, GPC will not perform, nor be required to perform, any Services until and unless Customer has closed on its financing for this Work Order (the "Financing Closing").

CERTIFICATE OF FINAL ACCEPTANCE

THIS CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE is executed this ____ day of _____, 202__ by **City of Smyrna** (“**Customer**”) as to the Equipment and related installation and Energy Conservation Measures (collectively, “**Services**”) provided by **Georgia Power Company** (“**GPC**”) pursuant to Work Order No. 2023-03 dated October 30, 2023 (“**Work Order**”) between GPC and Customer that was issued under Master Services Agreement (“**MSA**”) 2022-03 executed June 21, 2022 (“**Agreement**”) upon the terms and conditions set forth therein.

1. DATE OF FINAL COMPLETION AND ACCEPTANCE: _____

The Equipment and installation performed under the Work Order has been reviewed by both Parties and the undersigned Customer representative and found to be complete and ready for beneficial use and operation by Customer. The Date of Final Completion and Acceptance is also the date of commencement of contract payments, if applicable.

2. COMMENCEMENT OF PAYMENT:

Customer, having accepted the Services, agrees to settle any outstanding payment obligations within 30 days of receipt of invoice by remitting payment under the terms of the Work Order, for the balance of the Contract Price, if applicable.

3. ACCEPTANCE OF EQUIPMENT AND SERVICES:

Customer hereby accepts all Equipment and Services as complete, and hereby assumes full possession thereof.

BY: _____

NAME: _____

TITLE: _____

DATE: _____