

**Connecticut Retro Commissioning Program  
Ledyard Middle School  
Investigation Agreement – CT23S02173199  
November 10, 2023**

The Connecticut Retro Commissioning (“RCx”) Program is provided to assist building owners in improving the efficiency of their building operations by offering incentives and technical assistance for RCx services. The RCx Program is offered to commercial & industrial customers of The Connecticut Light and Power Company (“CL&P”) doing business as Eversource Energy (“Eversource”) and is funded by the Connecticut Energy Efficiency Fund (“Energy Efficiency Fund”) charge mandated by Conn. Gen. Stat. § 16-245m. This Agreement (“Agreement”) between Eversource, **Ledyard Public Schools** (“Participant”), and **Sustainable Engineering Solutions, LLC** (“CxP”) (together the “Parties” and individually the “Party”) sets forth the terms and conditions under which the RCx Program will provide the Participant with technical and financial assistance for the Participant’s **93,000** square foot building known as **Ledyard Middle School** located in **1860 CT-12, Gales Ferry, CT 06335** (“Facility” or “Facilities”) (‘project’). **Sustainable Engineering Solutions, LLC** has been chosen by the Participant to be the RCx commissioning provider (CxP) under this Investigation Agreement.

By signing this Agreement, the Participant declares their commitment to proceed with the RCx Program and confirms their understanding of the RCx Program process as described in Attachment A.

Through funding from Energy Efficiency Fund, the RCx Program will be conducted subject to the following terms and conditions:

1. The attached Energy Efficiency Fund Energy Efficiency Service Standard Terms and Conditions (“ST&C”) are part of this Agreement.
2. Unless the offer contained in this Agreement is revoked in writing by Eversource, the Participant and the CxP must sign this Agreement **no later than Thirty (30) days from the Company Signature Date on page 3 of this Agreement**, after which time this offer shall expire.
3. Participant understands that, to optimize RCx services, scheduled preventative maintenance and other repair tasks, such as cleaning coils, changing filters, tightening belts, and calibrating strategic sensors, must be completed **prior** to the RCx Investigation phase of the project.
4. The Participant acknowledges that it owns and/or is responsible for energy and equipment maintenance decisions at the Facility identified at the beginning of this Agreement and has the authority to enter into this Agreement and make financial commitments on behalf of the Facilities owner(s). Eversource may request verification of this acknowledgment if it deems necessary.
5. An RCx Investigation has been found to be warranted and desired by the Participant. The Participant will engage the CxP as identified at the beginning of this Agreement to support the Participant and conduct an RCx Investigation of the Facility for a fixed fee one-time payment of **\$28,400.00** as identified in the Participant’s RCx Survey Report dated **November 4<sup>th</sup>, 2022**. The CxP will start within (10) ten days of all Parties signing this Agreement. The RCx Investigation will provide the Participant with information regarding energy efficiency opportunities, associated savings and estimated cost of implementation identified in the Attachment A.

6. After the investigation agreement signed, the CxP will provide an RCx Investigation report, which will include all elements as outlined in the current RCx Protocol to be used in the RCx Implementation Phase. The CxP must present the final investigation to Eversource for review no longer than (150) one hundred-fifty calendar days after signing the Investigation Agreement. Eversource reserves the right to modify the final report as required to meet RCx guidelines, protocols and proper engineering practices or to deny a CEEF incentive for any measure that has not received prior, written approval from Eversource.
7. **The total cost of the RCx Investigation is \$28,400, up to 100% of this cost based on the above timeline is to be paid to the CxP by Eversource upon presentation of the approved RCx investigation to the participant.**
8. **Prior to the start of the Investigation and provided with the signed RCx Investigation Agreement, the Participant will be responsible for a co-pay of \$14,200.00 toward the agreed to RCx Investigation costs to Eversource.** Upon completion of implementation of identified measures resulting from the Investigation Study, the Participant's Investigation Study contribution will be refunded based on completing at least 50% of the identified measures in the approved Investigation Report.
9. If the RCx Investigation Report is not complete in 150 days or approximately 5 months, the CxP and the customer will begin to forfeit the opportunity to recover their portion of the investigation fee paid at completion of the implementation. If Eversource has not received the completed investigation report by the 150th day both the RCx investigation costs and the participant's paid portion available for return will begin to be reduced by 2% for every 7 calendar days that has exceeded the due date of **4/5/2024**. See schedule below.

| # of days Past Completion Date | < or = to 150 | 151 to 157 | 158 to 164 | 165 to 171 | 172 to 178 | etc. |
|--------------------------------|---------------|------------|------------|------------|------------|------|
| CxP investigation Fee          | less 0%       | less 2%    | less 4%    | less 6%    | less 8%    | etc. |
| C&I Customer Paid Portion      | less 0%       | less 2%    | less 4%    | less 6%    | less 8%    | etc. |

10. An RCx Investigation Meeting will be held on or before, **4/19/2024**, the estimated presentation of the Approved Investigation Report. At this Meeting the CxP will present Eversource approved RCx Investigation Report and the RCx Implementation fee and costs to both Eversource and the Participant. At this meeting, Eversource will work closely with the Participant to review the RCx Investigation Report to select measures for RCx Implementation. However, Eversource must approve all measures in writing to authorize a CEEF incentive. Eversource reserves the right to modify the final report as required to meet RCx guidelines, protocols and proper engineering practices or to deny a CEEF incentive for any measure that has not received prior, written approval from Eversource.
11. Participant agrees to provide Eversource and the CxP access to the Participant's Facility as necessary to complete the project.
12. Participant agrees to allow the installation of additional energy monitoring equipment (if necessary), performance trending of major energy-using equipment and implemented measures, data collection and similar efforts by the CxP and its subcontractors.
13. Participant agrees to implement all selected measures promptly. Verification of an installed measure as identified in the Letter of Agreement shall not take more than (30) thirty days after the expiration of the Letter of Agreement.

14. Participant agrees to attend and participate in an RCx Investigation Progress meeting, once a month. At the Investigation Progress meeting, the Participant, the CxP (if involved in implementation), and Eversource will meet to discuss implementation action taken to-date and to address any unresolved issues.
15. To ensure consistent, quality RCx services and products, the CT RCx Energy Efficiency Fund program provides comprehensive protocols for all RCx deliverables. Eversource will review and approve all RCx deliverables developed by the CxP assigned for the project in accordance of these protocols.
16. Eversource will maintain the confidentiality of any document labeled by the Participant or CxP as "CONFIDENTIAL". Release of any findings, implementations or case study information will be released only upon written permission of the Participant.
17. Participant acknowledges that the CxP is an independent contractor and is an agent for the Participant. The CxP does not represent Eversource, nor does the CxP authorize incentives.
18. Participant agrees to make appropriate Facilities staff available to participate in the RCx project process and to designate an individual as the primary point of contact between the Participant, CxP, and Eversource. This person is known as the "Participant's RCx Project Coordinator" Costs associated with the Participant's facilities staff shall be borne by the Participant's during the Survey & Investigation phases.
19. **The Participant's RCx Project Coordinator assigned is: Wayne Donaldson, Phone (860) 460-9255.**

## **Sustainable Engineering Solutions, LLC**



Signature Commissioning Provider's Official

Ernest Lawas

Name (print)

Principal

Title of Commissioning Provider's Official

11/13/23

Date

## **Town of Ledyard**

Signature of Participant Official

Name (Print)

Title of Participant Official

Date



**The Connecticut Light and Power Company  
D/B/A Eversource Energy**

*Annika Hacker*

\_\_\_\_\_  
Signature of the Eversource C&I Efficiency Official

\_\_\_\_\_  
Annika Hacker

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Associate Engineer

\_\_\_\_\_  
Title of Eversource C&I Energy Efficiency Official

\_\_\_\_\_  
11/10/2023

\_\_\_\_\_  
Date

**Attachment A:**

RCx Program Overview  
W-9 Form  
Terms and Conditions

**Exhibit A:**

Survey Report- Developed by **Sustainable Engineering Solutions, LLC**

## *Attachment A*

### ***Retro Commissioning (RCx) Process Overview***

The RCx program is offered to selected commercial & industrial customers of Eversource and is funded by the Connecticut Energy Efficiency Fund (Energy Efficiency Fund) through an energy conservation charge on Eversource's electricity bills.

To ensure consistent, quality RCx services, the RCx program has developed specific guidelines that map out the following (3) three RCx Project steps and deliverables:

1. RCx Survey
2. RCx Investigation
3. RCx Implementation - including Persistence/ Tracking/ Verification/ Training.

Each of these steps is summarized below.

### ***RCx Survey***

The RCx Survey determines the potential for cost-effective RCx opportunities at a Facility. A Commissioning Provider (CxP) qualified by Eversource and chosen by the Participant, conducts the RCx Survey, and provides a list of RCx opportunities with budget implementation cost, estimated savings and the estimated fee for the Investigation phase of the project.

The CxP must present the approved RCx Survey in a meeting with the Participant and the RCx project Utility Representative. If the survey finds substantial retro-commissioning opportunities, and the owner agrees to move forward with an RCx Investigation, the Participant will next sign an RCx Investigation agreement with Eversource. The Participant is responsible for preparing their Facility for the RCx Investigation phase. Prior to performing a RCx Investigation, the Participant will be expected to perform simple repairs and preventative maintenance tasks, such as cleaning coils, changing filters, tightening belts, and calibrating strategic sensors per the survey agreement as identified in the RCx Survey or as discovered by the RCx project Utility Representative. Utility incentives may be available to assist Participants with these maintenance/repair tasks. (See RCx protocols for more specific details. Your CxP has a copy or please request one for your use.)

### ***RCx Investigation***

During the RCx Investigation, The CxP conducts a deeper analysis of the building operations and summarizes the results in a "Master List of Findings", including hard cost estimates and energy saving calculations for potential measures. The CxP presents them to the RCx project team for review and approval. Upon approval, the Master List and supporting documentation is presented in a meeting with the Facility owner and Utility Representative. The CxP and Utility Representative assist the Participant in selecting improvements for implementation.

If the CxP identifies major capital improvement opportunities at the Facility, they will be reported in the RCx Investigation "Master List of Findings - capital improvements". Implementation of these major capital improvement opportunities would be planned outside of the RCx process and after implementation verification.

The final package of selected improvements and potential incentives are detailed in an "Implementation Plan" prepared for the Participant. The Implementation Plan also includes the Persistence/Tracking provisions described below including an analysis of the existing system's capabilities for implementing tracking of implemented measures (trending etc.) after repairs have been completed to ensure persistence. The implementation plan, cost estimates and supporting calculations are forwarded to Eversource for review and approval. Upon approval of the Implementation Plan by Eversource, the RCx provider receives the negotiated investigation payment from the Energy Efficiency Fund per the Investigation agreement executed with the Participant. Eversource integrates the selected measures including the associated energy savings estimates, tracking tasks, persistence tasks, and training associated with each measure into a Letter of Agreement (LOA). This LOA is executed between the Participant and Eversource. The LOA also defines the portion of the measure cost that

will be paid from the Energy Efficiency Fund by Eversource as incentives for each measure. (See RCx protocols for more specific details. Your CxP has a copy or please request a copy for your use.)

## ***RCx Implementation***

After the LOA is signed, the selected RCx measures are to be implemented. The Participant has the option to utilize in-house building engineers, hire the CxP, contract with outside subcontractors, or any combination of the above. If the Participant wishes to solicit outside contractor bids for any of the measures, the RCx project team and/or CxP are available to review the proposals. (See RCx protocols for more specific details.)

## ***RCx Persistence/Training/Tracking/Verification***

Both the Participant and the Eversource require assurances that the selected measures were implemented correctly and the energy savings and other benefits will be long lasting. Therefore, the RCx Program includes (4) four key strategies to help ensure persistence of energy savings over time and must be addressed in the Implementation Plan:

Targeted Documentation: It will be the responsibility of the Participant/CxP to leave the Participant and building operators with clear documentation of the measures implemented, including what was done and why, revised sequence of operations, any new O&M strategies, the energy savings impact of the measures, and contact information for contractors.

Building Operator Training: Beyond handing over documentation of the implemented measures, the CT RCx Program requires that the Participant/CxP work with the building operators throughout the process and provide training on the implemented measures, operating procedures and new documentation.

Persistence verification: The CxP develops a plan to monitor maintenance & persistence of implemented measures. The plan will include the use of The ENERGY STAR® Portfolio Manager Benchmarking tool to track overall building energy consumption and development of measure specific metrics that can be assessed on a regular basis the building's direct digital control system's dashboard.

Verification: Each installed measure must be verified as operating correctly per the LOA no more than thirty (30) days after it's the installation or the expiration of the letter of agreement which ever is sooner. Measures unable to be verified to be operating according to the letter of agreement could be deemed incomplete and the incentive not paid on that measure.

(See RCx protocols for more specific details. Contact Eversource if you require a copy)

## Energy Efficiency Standard Terms and Conditions (4/29/2015 Version)

1. To be eligible for an incentive payment, the Participant shall install the Energy Efficiency Measures ("EEMs" or "measures") and comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner. The Participant shall design and install each and all EEMs identified in the Exhibit(s). The Participant shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Participant shall be responsible for any infraction or violation thereof, and any expense or damage resulting therefrom. The Participant receiving incentives shall be responsible for any tax liability associated with incentive payments.
2. The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") and/or the Yankee Gas Service Company, doing business as Eversource Energy ("Eversource"), as manager of the Connecticut Energy Efficiency Fund ("EEF"), on behalf of its customers, shall issue a Form 1099 to all Participants who receive more than \$600.00 of incentives per year.
3. To be eligible for an incentive payment, the project must be inspected by Eversource and verified to be installed and operating in accordance with the approved energy analysis report and/or Exhibit(s) by the agreed upon completion date. The Participant shall notify Eversource in sufficient time and allow Eversource reasonable access to the facility to conduct such inspections and shall supply Eversource with copies of any requested documents necessary to verify that the project complies with the Letter of Agreement ("LOA") requirements.
4. Incentive payments from the EEF to the Participant are based on the EEMs actually installed by the Participant, which are specified in and in compliance with, the Exhibit(s). Eversource will provide the Participant (or their designee) with the actual incentive payment based on Eversource's review and approval of final installed costs after installation of all measures. Eversource is solely responsible for determining the final incentive amount and reserves the right to withhold the incentive payment until it has verified actual cost(s) of the measures or performance specifications of installed measures.
5. Participant acknowledges and agrees that (a) neither Eversource nor any of its employees, agents, representatives or consultants are responsible for assuring the design, analysis, engineering, and/or installation of any or all of the individual EEMs is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized as applicable to the technology, and (b) Eversource does not represent, warrant or guarantee the product or services of any particular vendor, manufacturer, contractor or subcontractor.
6. Only electricity retail distribution customers of Eversource and/or firm gas customers of Eversource, at time of inspection, are eligible to receive incentives and become Participants in any of the EEF energy conservation programs. In addition, Participants who receive service for the subject facility noted in this LOA via Eversource's distribution equipment are eligible for incentives.
7. Eversource does not represent, warrant, or guarantee the safety of any EEMs or that the installation of any EEMs will result in any level of energy savings will occur at the level projected in the energy analysis report and/or the Exhibits or will result in any measurable energy related benefit. Factors that are impossible to predict, such as changes in facility use, equipment additions or modifications, cutbacks, or weather changes, etc., all of which may impact the Participant's future electric energy or natural gas use and savings. Eversource's scope of review for purposes of this LOA is limited to determining if the EEMs have met the program requirements. Eversource does not include any kind of safety or performance review of the equipment installed or serviced in connection with this LOA or any planned or installed EEMs.
8. Eversource reserves the right to perform, at EEF's expense, and within two years of incentive payment, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Participant shall provide information as necessary to facilitate this evaluation.
9. In accordance with the Department of Public Utility Control's ("DPUC", now known as the Public Utilities Regulatory Authority) September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this LOA and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut EEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by EEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource shall be the allocation in effect (per the applicable DPUC decision) on the Effective Date of the LOA.
10. By counter-signing and returning this LOA to Eversource and as a condition for receiving EEF incentives pursuant to the applicable conservation programs, Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this LOA in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.
11. If the Participant requests in writing additional time to complete the EEMs at least (5) five business days prior to the project's estimated completion date as stated in this LOA, Eversource may grant an extension, but reserves the right to re-evaluate any program incentives or modify the EEF Energy Conservation Program Standard Terms and Conditions in effect at the time of the request.
12. Eversource may, by written notice, terminate the LOA for convenience, in whole or in part. In this event, Eversource shall pay, from the EEF, the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the LOA. No allowance will be made for anticipated profits. Eversource and the EEF shall not be liable for any consequential or incidental damages for termination under this Article.
13. These Standard Terms and Conditions are applicable only to the facilities described in the LOA and not to any future additions or alterations to the Participant's facility that may be serviced by Eversource.
14. The Participant shall defend, indemnify and hold harmless Eversource, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Participant's participation in Eversource's Energy Efficiency Services. Eversource shall not be liable to Participant for any damages in contract or tort or otherwise including negligence caused by any activities related to Participant's participation in Eversource's Energy Efficiency Services, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by Eversource. Eversource's liability under this LOA shall be limited to paying the incentives specified for the EEMs, but only as and if such incentives become payable to Participant and only to the extent that such incentives are not subject to repayment as provided in this LOA. In no case shall Eversource be liable to Participant for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.
15. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Participant and Eversource. The LOA shall not be assigned by either party without prior written consent of the other.
16. The LOA shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
17. The Participant understands that all funding for this program derives from the EEF and funded by the customers of Eversource. Eversource is not responsible for any costs or damages incurred by the Participant if funding for this program or the EEF is reduced or eliminated by the State of Connecticut, the Department of Energy and Environmental Protection or the Connecticut Public Utilities Regulatory Authority.
18. The parties shall endeavor to resolve any dispute arising out of or relating to this LOA by mediation before the alternative dispute resolution staff of the Public Utilities Regulatory Authority ("PURA"). If a resolution cannot be reached in that forum, the parties agree resolve their dispute by the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this LOA, including the breach, termination or validity thereof, which remains unresolved 45 days after the appointment of a mediator, shall be finally resolved by confidential, final and binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut, or such other location mutually agreed to by the parties. The arbitration must be commenced within two years of the conduct or action giving rise to the dispute.

**Substitute Form W-9****Request for Taxpayer Identification Number and Certification**

*(Give this form to the requester. DO NOT send to IRS)*

**NAME** (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below)

**ADDRESS** (Number and Street)

**CITY**

**STATE**

**ZIP CODE**

**PART I TAXPAYER IDENTIFICATION NUMBER**

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How to Obtain a TIN, on Instruction form EMS6002-2.

**SOCIAL SECURITY NUMBER**

**EMPLOYER IDENTIFICATION NUMBER**

| | | -- | -- | | | |

**OR**

| | -- | | | | | | | |

Certification - Under the penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

**Certification Instructions** - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also, see Signing the Certification under Specific Instructions on instruction form EMS6002-2.

**PART II FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (See Instructions)**

Check one of the following below, if applicable.

Exemption Block

1. \_\_\_ A corporation
2. \_\_\_ An organization exempt from tax under section 501 (a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).
3. \_\_\_ The United States or any of its agencies or instrumentalities.
4. \_\_\_ A state, The District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
5. \_\_\_ A foreign government or any of its political subdivisions, agencies, or instrumentalities.
6. \_\_\_ An international organization or any of its agencies or instrumentalities.
7. \_\_\_ A foreign central bank of issue.
8. \_\_\_ A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
9. \_\_\_ A futures commission merchant registered with the Commodity Futures Trading Commission.
10. \_\_\_ A real estate investment trust.
11. \_\_\_ An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. \_\_\_ A financial institution.

Signature

Date

**Please sign Here →**



**EXHIBIT A**

[Company] – [Company E-mail]

[Keywords]

[Status]



October 26, 2023

Mr. Paul Tangredi  
Energy Efficiency Consultant  
Eversource Energy CT  
107 Selden Street, NUE-G  
Berlin, CT 06037

RE: Ledyard Schools Retro-Commissioning

Dear Paul,

We have developed this retro-commissioning (RCx) services proposal to perform the investigation for energy conservation measures (ECM) identified during the survey of the Gallup Hill and Ledyard Middle Schools in Ledyard, Connecticut. We believe that these measures have financial merit to pursue. For the purposes of this proposal, the term "client" refers to Eversource and the term "engineer" refers to Sustainable Engineering Solutions, LLC (SES).

## 1.0 BACKGROUND

This proposal is for the RCx investigation of the below mentioned ECMs according to Eversource's RCx program. This investigative proposal is a continuation of the RCx process.

## 2.0 SCOPE OF SERVICES

The ECMs for this effort shall include the following as identified in the Eversource Survey RCx Report.

Gallup Hill School:

| ECM     | Description  |
|---------|--|
| G-CHW-1 | Implement a chilled water differential pressure setpoint reset |
| G-HW-1  | Implement a hot water differential pressure setpoint reset     |
| G-HV-1  | Optimize Outside Airflow Control for RTUs 1 thru 12            |
| G-HV-2  | Implement a duct static pressure reset for RTU-1               |
| G-HV-3  | Implement single zone VAV control for RTUs 3 & 5               |
| G-HV-4  | Rebalance VAV diffusers associated with RTUs 9, 10, 11 & 12    |
| G-HV-5  | Optimize BMS schedule for RTUs 1 thru 12                       |

Ledyard Middle:

| ECM     | Description   |
|---------|---|
| L-CHW-1 | Implement a chilled water differential pressure setpoint reset          |
| L-HW-1  | Implement a hot water differential pressure setpoint reset              |
| L-HV-1  | Optimize Outside Airflow Control for RAHUs 1, 2, 3, 4, 6, 7, 8, 9, & 10 |
| L-HV-2  | Implement a duct static pressure reset for RAHUs 1, 2, 3, 4, 6 & 10     |
| L-HV-3  | Optimize economizer operation for RAHUs and AHUs                        |
| L-HV-4  | Optimize BMS Occupancy Schedule   |

The scope of services for this effort shall be as follows:

- 2.01 Perform on site, detailed investigations, conduct field measurements and review trend data for each ECM



- 2.02 Attend monthly investigation meetings with the customer and Eversource
- 2.03 Develop biddable documents to procure contractor proposals for the ECMs.
- 2.04 Develop detailed energy savings calculations associated with the measures.
- 2.05 Develop an RCx Investigation Phase Report with a master list of findings spreadsheet.
- 2.06 Present and review the report.

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### 3.0 TERMS AND CONDITIONS

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#### 3.01 Basis of Agreement:

The Cover Agreement for CT Retro-Commissioning Services dated August 5, 2020 shall serve as the basis for agreement and is incorporated herein by reference.

#### 3.02 Proposal Limitation:

This proposal is limited to the Scope of Basic Engineering Services described in Section 2.0 above. Examples of items not included in our Engineering Services Fee are:

- 3.02.1 Any costs associated with efforts of the trade contractors in support of the commissioning efforts.
- 3.02.2 Construction Administration or Management services.

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### 4.0 CONSULTANTS

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The engineer shall perform all services identified under this agreement. We do not anticipate the need to engage a sub-consultant at this time. In the event that a need for a sub-consultant is identified, we shall discuss that need with you and obtain your approval before proceeding.

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### 5.0 SCHEDULE

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We are prepared to commence work on this project immediately with receipt of written authorization to proceed.

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### 6.0 COMPENSATION

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Our fee for Scope of Services shall be as follows:

#### 6.01 Our fee for the services described in Section 2.0 shall be as follows:

##### Gallup Hill:

|   |                 |
|---|-----------------|
| G-CHW-1   | \$3,000         |
| G-HW-1  | \$3,500         |
| G-HV-1  | \$9,500         |
| G-HV-2  | \$3,700         |
| G-HV-3  | \$3,000         |
| G-HV-4  | \$6,600         |
| G-HV-5  | \$3,400         |
| <b>Total Retro-Commissioning Investigation Services</b> | <b>\$32,700</b> |

##### Ledyard Middle:

|         |         |
|---------|---------|
| L-CHW-1 | \$3,200 |
|---------|---------|



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|   |                 |
|---|-----------------|
| L-HW-1  | \$3,700         |
| L-HV-1  | \$8,800         |
| L-HV-2  | \$5,500         |
| L-HV-3  | \$3,600         |
| L-HV-4  | \$3,600         |
| <b>Total Retro-Commissioning Investigation Services</b> | <b>\$28,400</b> |

6.02 See Appendix A for a breakdown of pricing for each facility.

6.03 The fee above excludes any costs associated with efforts of the trade contractors in support of RCx efforts

6.04 The above fee includes project related expenses applicable to this scope, which includes, mileage, messenger services, photographic services, overnight mail and similar items as appropriate and necessary to provide the services related to this portion of work.

6.05 Terms of Payment:

6.06 Terms shall be in accordance with the Cover Agreement for CT Retro-Commissioning Services dated August 5, 2020.

## 7.0 PUBLICITY

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The engineer shall have the right to photograph the project covered by this agreement and to use the photos in the promotion of their professional practice through advertising, public relations, brochures or other marketing materials. The client also agrees to cite Sustainable Engineering Solutions, LLC. in its publicity, job site signage, presentation and public relations activities when mentioning this project.

## 8.0 STANDARD OF PRACTICE

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Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

This Proposal will remain in effect for a period of forty-five (45) days from the date of issue. After that date, the Engineer will be afforded the opportunity to revise fee schedules to account for changes in salaries and other related costs. Should you find this proposal is acceptable, kindly sign where indicated below and return one executed copy for our records.

Sincerely,  
Sustainable Engineering Solutions, LLC

Ernest Lawas, PE, CCP, CEM, CEA, LEED AP  
Principal

ACCEPTED BY: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
(Signature)

PRINT TITLE: \_\_\_\_\_ DATED: \_\_\_\_\_



**Appendix A – Pricing Breakdown**

Customer Information: Sustainable Engineering Solutions, LLC

Customer Point of Contact: Ernest Lawas

Purchase Order Number: CW2274337

Forecasted Dates for Investigation: November '23 - June '24

Gallup Hill Elementary School Investigaton RCx

Narrative:

Conduct site visits for field measurements and review building operation,  
develop implementation scope of work, assist with gathering contractor  
pricing, develop energy savings calculations, assemble final report

|  | <u>Billing Rate</u> | <u>Hours</u> | <u>Total Associated Fees</u> |
|--|---------------------|--------------|------------------------------|
| <b><u>Scope of Work- Task Description</u></b>                              |                     |              |                              |
| <b>Site visit to review facility operation and take field measurements</b> |                     |              |                              |
| Project Engineer   | \$ 140              | 59           | \$ 8,281                     |
| Project Manager  | \$ 165              | 23           | \$ 3,754                     |
| Principal  | \$ 240              | 9            | \$ 2,184                     |
| Total  |                     | 91           | \$ 14,219                    |
| <b>Gather field measurements and trend data</b>                            |                     |              |                              |
| Project Engineer   | \$ 140              | 16           | \$ 2,184                     |
| Project Manager  | \$ 165              | 6            | \$ 990                       |
| Principal  | \$ 240              | 2            | \$ 576                       |
| Total  |                     | 24           | \$ 3,750                     |
| <b>Develop biddable documents and gather installation costs</b>            |                     |              |                              |
| Project Engineer   | \$ 140              | 15           | \$ 2,093                     |
| Project Manager  | \$ 165              | 6            | \$ 949                       |
| Principal  | \$ 240              | 2            | \$ 552                       |
| Total  |                     | 23           | \$ 3,594                     |
| <b>Develop energy savings calculations based on findings</b>               |                     |              |                              |
| Project Engineer   | \$ 140              | 16           | \$ 2,184                     |
| Project Manager  | \$ 165              | 6            | \$ 990                       |
| Principal  | \$ 240              | 2            | \$ 576                       |
| Total  |                     | 24           | \$ 3,750                     |
| <b>Development and submit Final Investigation Report</b>                   |                     |              |                              |
| Project Engineer   | \$ 140              | 12           | \$ 1,638                     |
| Project Manager  | \$ 165              | 5            | \$ 743                       |
| Principal  | \$ 240              | 2            | \$ 432                       |
| Total  |                     | 18           | \$ 2,813                     |
| <b>Monthly Investigation meetings with customer and Eversource</b>         |                     |              |                              |
| Project Engineer   | \$ 140              | 12           | \$ 1,638                     |
| Project Manager  | \$ 165              | 5            | \$ 743                       |
| Principal  | \$ 240              | 2            | \$ 432                       |
| Total  |                     | 18           | \$ 2,813                     |
| <b>Mileage</b>   |                     |              | \$ 1,762                     |
| <b>Total Investigation Fee</b>   |                     | 198          | \$ 32,700                    |

Customer Information: Sustainable Engineering Solutions, LLC  
Customer Point of Contact: Ernest Lawas  
Purchase Order Number: CW2274337  
Forecasted Dates for Investigation: November '23 - June '24  
Ledyard Middle School School Investigaton RCx  
Narrative:

Conduct site visits for field measurements and review building operation,  
develop implementation scope of work, assist with gathering contractor  
pricing, develop energy savings calculations, assemble final report

|  | <u>Billing Rate</u> | <u>Hours</u> | <u>Total Associated Fees</u> |
|--|---------------------|--------------|------------------------------|
| <b>Scope of Work- Task Description</b>                                     |                     |              |                              |
| <b>Site visit to review facility operation and take field measurements</b> |                     |              |                              |
| Project Engineer   | \$ 140              | 44           | \$ 6,188                     |
| Project Manager  | \$ 165              | 17           | \$ 2,805                     |
| Principal  | \$ 240              | 7            | \$ 1,632                     |
| Total  |                     | 68           | \$ 10,625                    |
| <b>Gather field measurements and trend data</b>                            |                     |              |                              |
| Project Engineer   | \$ 140              | 14           | \$ 2,002                     |
| Project Manager  | \$ 165              | 6            | \$ 908                       |
| Principal  | \$ 240              | 2            | \$ 528                       |
| Total  |                     | 22           | \$ 3,438                     |
| <b>Develop biddable documents and gather installation costs</b>            |                     |              |                              |
| Project Engineer   | \$ 140              | 16           | \$ 2,184                     |
| Project Manager  | \$ 165              | 6            | \$ 990                       |
| Principal  | \$ 240              | 2            | \$ 576                       |
| Total  |                     | 24           | \$ 3,750                     |
| <b>Develop energy savings calculations based on findings</b>               |                     |              |                              |
| Project Engineer   | \$ 140              | 16           | \$ 2,184                     |
| Project Manager  | \$ 165              | 6            | \$ 990                       |
| Principal  | \$ 240              | 2            | \$ 576                       |
| Total  |                     | 24           | \$ 3,750                     |
| <b>Development and submit Final Investigation Report</b>                   |                     |              |                              |
| Project Engineer   | \$ 140              | 12           | \$ 1,638                     |
| Project Manager  | \$ 165              | 5            | \$ 743                       |
| Principal  | \$ 240              | 2            | \$ 432                       |
| Total  |                     | 18           | \$ 2,813                     |
| <b>Monthly Investigation meetings with customer and Eversource</b>         |                     |              |                              |
| Project Engineer   | \$ 140              | 12           | \$ 1,638                     |
| Project Manager  | \$ 165              | 5            | \$ 743                       |
| Principal  | \$ 240              | 2            | \$ 432                       |
| Total  |                     | 18           | \$ 2,813                     |
| <b>Mileage</b>   |                     |              | \$ 1,212                     |
| <b>Total Investigation Fee</b>   |                     | 174          | \$ 28,400                    |