Guaranteed Energy Savings Contract

Carroll County School District

CMTA Energy Solutions

MEP Engineering | Performance Contracting | Zero Energy Engineering | Commissioning

www.cmta.com

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February 7th, 2022

Carroll County School District
813 Hawkins Street
Carrollton, KY 41008
Attn: Carroll County Board of Education

Re: Guaranteed Energy Savings Contract

Carroll County Board of Education -

CMTA is pleased to provide you with this proposal and contract for guaranteed energy saving for the Carroll County School District. The project highlights include:

1. Comprehensive LED Lighting replacements and retrofits in CCHS, CCMS, Cartmell, Kathryn Winn and many other district support facilities
2. New direct digital HVAC control systems to monitor, diagnose, and troubleshoot HVAC systems at Carroll County High School
3. Integration of existing controls at CCMS, Cartmell and Kathryn Winn into a common web-based control system
4. Converting CCHS from a boiler/tower two-pipe unit ventilator facility to a high-efficiency geothermal water-source heat pump facility. Including controlled outdoor air ventilation and new gymnasium units for proper conditioning
5. Installation of a 90.4 kW solar array at Cartmell ES which will partially offset the building's power load

Exhibit E provides additional information on the scope of work included in the project. The total cost of these upgrades is $5,835,170. This includes Elementary and Secondary School Emergency Relief (ESSER) funds that will be used to purchase new equipment for CCHS HVAC renovation, as well as funds to cover labor for this scope of work.

These upgrades are offered with a guaranteed utility cost savings of $100,175. CMTA guarantees the savings over the 20-year term and should the project not achieve the savings identified, CMTA will reimburse Carroll County School District the shortfall on an annual basis per the terms of the contract.

CMTA Energy Solutions is excited about this project and appreciates the opportunity to work with Carroll County School District. This project will improve the indoor learning environments at these facilities while reducing the energy and operational costs. We are excited about getting started and look forward to working with the administration, board and staff. Please let me know if you have any questions.

Sincerely,

Casey Wilson, MBA
Project Manager
CMTA Energy Solutions

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Kentucky Department of Education Version of AIA® Document A141™ – 2004

Standard Form of Agreement Between Owner and Design-Builder

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Cite this document as "AIA Document A141™–2004, Standard Form of Agreement Between Owner and Design-Builder — KDE Version," or "AIA Document A141™–2004 — KDE Version."

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Kentucky Department of Education Version of AIA® Document A141™ – 2004

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the day of February
in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Carroll County Board of Education
813 Hawkins Street
Carrollton, KY 41008

and the Qualified Provider:
(Name, legal status, address and other information)
CMTA, Inc.
9519 Civic Way, Suite 100
Prospect, KY 40059

for the following Project:
(Name, location and detailed description)
Carroll County Schools Guaranteed Energy Savings Contract
813 Hawkins Street, Carrollton, KY 41008

KENTUCKY DEPARTMENT OF EDUCATION
Every Child Proficient and Prepared for SUCCESS

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Qualified Provider agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents form the Guaranteed Energy Savings Contract. The Contract Documents consist of this Agreement between Owner and Qualified Provider (hereinafter, the "Agreement") and its attached Exhibits, including Owner's direct Purchase Orders, if any; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Qualified Provider and accepted by the Owner, if any; the Qualified Provider's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Qualified Provider, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

§ 1.2 The Guaranteed Energy Savings Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Guaranteed Energy Savings Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Guaranteed Energy Savings Contract signed by both parties.

ARTICLE 2 THE WORK OF THE GUARANTEED ENERGY SAVINGS CONTRACT

§ 2.1 The Qualified Provider shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

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ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of Work, the Owner requires time to sell bonds or obtain approval from the Kentucky Department of Education The Owner's time requirement shall be as follows:
(Insert Owner's time requirements.)

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert an amount, if any, for liquidated damages relating to failure to complete on time only if timely completion is critical to the Owner.)

§ 3.2.1 Liquidated Damages. As actual damages for delay in completion of the Work are impossible to determine, the Qualified Provider and his Surety shall be liable for and shall pay to the Owner the sum of ($100.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Work is substantially completed as defined in Exhibit A, Section A.9.8. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Qualified Provider, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

§ 3.3 The Qualified Provider shall achieve Substantial Completion of the Work not later than ( ) from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Portion of Work	Substantial Completion Date
High School Equipment and Envelope Upgrades	August 5th, 2022
Lighting Upgrades	August 5th, 2022
Controls Upgrades	August 5th, 2022
Cartmell Solar Array	August 5th, 2022
Commissioning	September 2nd, 2022
Project Close Out	October 7th, 2022

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Qualified Provider the Contract Sum in current funds for the Qualified Provider's performance of the Guaranteed Energy Savings Contract. The Contract Sum shall be a Stipulated Sum in accordance with Section 4.2 below less the Owner's Direct Purchase Orders, if any, for Project materials or equipment.

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§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Five Million, Eight Hundred Thirty Five Thousand, One Hundred Seventy Dollars ($ 5,835,170.00), subject to additions and deductions as provided in the Contract Documents.

(List the total construction cost and sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders.)

	Amount
Total Construction Cost	$ 5,835,170.00
Sum of Owner's direct Purchase Orders	$ 933,582.75
Contract Sum (total construction cost less Owner direct Purchase Orders)	$ 4,901,587.25

§ 4.2.2 (Not Used)

§ 4.2.3 (Not Used)

§ 4.2.4 (Not Used)

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Qualified Provider, the Owner shall make progress payments on account of the Contract Sum to the Qualified Provider as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received not later than the First day of month, the Owner shall make payment to the Qualified Provider not later than the day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than fourty five (45) days after the Owner receives the Application for Payment.

.1 State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Qualified Provider within forty-five (45) business days following the receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Qualified Provider beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law, or as stated in Section 7.7.2 herein.

§ 5.1.4 (Not Used)

§ 5.1.5 With each Application for Payment the Qualified Provider shall submit the most recent schedule of values in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. The schedule of values shall

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be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Qualified Provider's Applications for Payment.

§ 5.1.6 In taking action on the Qualified Provider's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Qualified Provider and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Qualified Provider has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Qualified Provider shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Progress Payments—Stipulated Sum

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %) on the Work, other than services provided by design professionals and other consultants retained directly by the Qualified Provider.

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Qualified Provider, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Sections 5.2.2 and 5.2.3 shall be as follows:

.1 When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Qualified Provider, and the material suppliers will be paid the full amount of their invoices. Except for payment of services by design professionals and other consultants retained directly by the Qualified Provider, the Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then, provided the Work is on schedule and satisfactory, and upon written request of the Qualified Provider together with consent of surety, the Owner shall approve a reduction in retainage to five percent (5%) of the Contract Sum plus Purchase Orders, if any. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in Section A.9.8 of Exhibit A, Terms and Conditions. After Substantial Completion of the Work or designated portion thereof, and with consent of Surety, the Owner shall release applicable retainage except for Work that is incomplete or deficient. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete Work.

§ 5.3 (Not Used)

§ 5.4 (Not Used)

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§ 5.5 Final Payment
Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Qualified Provider no later than 30 days after the Qualified Provider has fully performed the Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Qualified Provider's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions:
(*Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)*

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:
(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction. Check one.)

- ☐ Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions
- ☒ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: (*Specify*)

§ 6.3 Arbitration
§ 6.3.1 If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Qualified Provider shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:
(*Insert name, address, license number, relationship to* Qualified Provider *and other information. Either list this information here or refer to an exhibit attached to this Agreement.)*

Name and Address	License Number	Relationship to Qualified Provider	Other Information
CMTA Inc. 10411 Meeting Street Prospect, KY 40059	436	Self	

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§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:
(*Insert name, address, license number, if applicable, and responsibilities to Owner and other information. Either list this information here or refer to an exhibit attached to this Agreement.)*

Name and Address	License Number	Responsibilities to Owner	Other Information

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:
(Insert name, address, license number, if applicable, responsibilities to Owner and other information. Either list this information here or refer to an exhibit attached to this Agreement.)

Name and Address	License Number	Responsibilities to Owner	Other Information

§ 7.4 The Owner's Designated Representative:
(Insert name, address and other information.)

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§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Qualified Provider Designated Representative:
(Insert name, address and other information.)
Casey Wilson
9519 Civic Way
Prospect, KY 40059

§ 7.5.1 The Qualified Provider's Designated Representative identified above shall be authorized to act on the Qualified Provider's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Qualified Provider's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:
(The Qualified Provider shall comply with the provisions of KRS 45A.352 (2), (3), (7), (8) and (9). The definitions in KRS 45A.445 apply to KRS 45A.352.)

§ 7.7.1 Where reference is made in this Agreement to a provision of another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.7.2 Payments due and unpaid under the Guaranteed Energy Savings Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Qualified Provider's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 8 ENUMERATION OF THE CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the AIA Document A141–2004, Standard Form of Agreement Between Owner and Design-Builder — KDE Version.

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§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Exhibit A	Terms and Conditions	
Exhibit B (Not Used)		
Exhibit C	Insurance and Bonds	
Exhibit D	Scope of Services and Energy Conservation Measures.	
Exhibit E	Energy Savings Guarantee	
Exhibit F	Annual Reconciliation Statement	
Exhibit G	Support Services	
Exhibit H	BG-1 Form and Method and Cost of Financing	
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Exhibit M	Project Plans and Specifications List	
Exhibit N	Federal Provisions	
Exhibit O	Warranty and Title	
Exhibit P	Non-collusion Affadavit	

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Qualified Provider, if any, and accepted by the Owner, consist of the following:
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)
Refer to Exhibit M

Title	Date

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§ 8.1.4 The Qualified Provider's Proposal, dated , consists of the following:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

§ 8.1.5 Amendments to the Qualified Provider's Proposal, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

§ 8.1.6 The Addenda, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Number	Date	Pages

§ 8.1.7 Exhibit A, Terms and Conditions.
(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141–2004, Exhibit A, Terms and Conditions — KDE Version, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

§ 8.1.8 (Not Used)

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.
(Complete AIA Document A141–2004, Exhibit C, Insurance and Bonds — KDE Version or indicate "not applicable.")

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§ 8.1.10 Other documents, if any, forming part of the Guaranteed Energy Savings Contract Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement. List other Exhibits, including Owner's Direct Purchase Orders utilizing the KDE Purchase Order Summary Form, if any.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**QUALIFIED PROVIDER** *(Signature)*
	Casey Wilson, Project Manager
(Printed name and title)	*(Printed name and title)*

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Kentucky Department of Education Version of AIA® Document A141™ – 2004 Exhibit A

Terms and Conditions

for the following PROJECT:
(Name and location or address)
Carroll County Schools Guaranteed Energy Savings Contract
813 Hawkins Street, Carrollton, KY 41008

THE OWNER:
(Name, legal status and address)
Carroll County Board of Education
813 Hawkins Street
Carrollton, KY 41008

THE QUALIFIED PROVIDER:
(Name, legal status and address)
CMTA, Inc.
9519 Civic Way, Suite 100
Prospect, KY 40059

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE A.1 GENERAL PROVISIONS

§ A.1.1 Basic Definitions

§ A.1.1.1 The GUARANTEED ENERGY SAVINGS CONTRACT Documents

The Guaranteed Energy Savings Contract Documents are identified in Section 1.1 of the Agreement.

§ A.1.1.2 Project Criteria

The Project Criteria are identified in Section 8.1.3 of the Agreement and may describe the character, scope, relationships, forms, size and appearance of the Project, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts.

§ A.1.1.3 Architect

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and having a direct contract with the Qualified Provider to perform design services for all or a portion of the Work, and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ A.1.1.4 Contractor

A Contractor is a person or entity, other than the Architect, that has a direct contract with the Qualified Provider to perform all or a portion of the construction required in connection with the Work. The term "Contractor" is referred to throughout the Contract Documents as if singular in number and means a Contractor or an authorized representative of the Contractor. The term "Contractor" does not include a separate contractor, as defined in Section A.6.1.2, or subcontractors of a separate contractor.

§ A.1.1.5 Subcontractor

A Subcontractor is a person or entity who has a direct contract with a Contractor to perform a portion of the construction required in connection with the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

§ A.1.1.6 The Work

The term "Work" means the design, construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Qualified Provider to fulfill the Qualified Provider's obligations. The Work may constitute the whole or a part of the Project.

§ A.1.1.7 The Project

The Project is the total design and construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include design and construction by the Owner or by separate contractors.

§ A.1.1.8 Neutral

The Neutral is the individual appointed by the parties to decide Claims and disputes pursuant to Section A.4.2.1.

§ A.1.2 Compliance with Applicable Laws

§ A.1.2.1 If the Qualified Provider believes that implementation of any instruction received from the Owner would cause a violation of any applicable law, statute, ordinance, building code, rule or regulation, the Qualified Provider shall notify the Owner in writing. Neither the Qualified Provider nor any Contractor or Architect shall be obligated to perform any act which they believe will violate any applicable law, ordinance, rule or regulation.

§ A.1.2.2 The Qualified Provider shall be entitled to rely on the completeness and accuracy of the information contained in the Project Criteria, but not that such information complies with applicable laws, regulations and codes, which shall be the obligation of the Qualified Provider to determine. In the event that a specific requirement of the Project Criteria conflicts with applicable laws, regulations and codes, the Qualified Provider shall furnish Work which complies with such laws, regulations and codes. In such case, the Owner shall prepare a Modification to the Agreement for compliance with such laws by the Qualified Provider unless the Qualified Provider recognized such non-compliance prior to execution of this Agreement and failed to notify the Owner.

§ A.1.3 Capitalization

Terms capitalized in these Terms and Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to sections in the document, or (3) the titles of other documents published by the American Institute of Architects.

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§ A.1.4 Interpretation

§ A.1.4.1 In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ A.1.4.2 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ A.1.5 Execution of the Design-Build Documents

§ A.1.5.1 The Contract Documents shall be signed by the Owner and Qualified Provider.

§ A.1.5.2 Execution of the Guaranteed Energy Savings Contract by the Qualified Provider is a representation that the Qualified Provider has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ A.1.6 Ownership and Use of Documents and Electronic Data

§ A.1.6.1 Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Qualified Provider are Instruments of Service. The Qualified Provider, Qualified Provider 's Architect and other providers of professional services individually shall retain all common law, statutory and other reserved rights, including copyright in those Instruments of Services furnished by them. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project.

§ A.1.6.2 Upon execution of the Guaranteed Energy Savings Contract, the Qualified Provider grants to the Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, provided that the Owner shall comply with all obligations, including prompt payment of sums when due, under the Contract Documents. Subject to the Owner's compliance with such obligations, such license shall extend to those parties retained by the Owner for such purposes, including other design professionals. The Qualified Provider shall obtain similar non-exclusive licenses from its design professionals, including the Architect. The Owner shall not otherwise assign or transfer any license herein to another party without prior written agreement of the Qualified Provider. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense without liability to the Qualified Provider and its design professionals. Except as provided in Section A.1.6.4, termination of this Agreement prior to completion of the Qualified Provider's services to be performed under this Agreement shall terminate this license.

§ A.1.6.3 Prior to any electronic exchange by the parties of the Instruments of Service or any other documents or materials to be provided by one party to the other, the Owner and the Qualified Provider shall agree in writing on the specific conditions governing the format thereof, including any special limitations or licenses not otherwise provided in the Contract Documents.

§ A.1.6.4 If this Agreement is terminated for any reason other than the default of the Owner, each of the Qualified Provider's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the Owner's written notice to that design professional of the Owner's assumption of the Qualified Provider's contractual duties and obligations to that design professional and payment to that design professional of all amounts due to that design professional and its consultants. If the Owner does not assume the remaining duties and obligations of the Qualified Provider to that design professional under this Agreement, then the Owner shall indemnify and hold harmless that design professional from all claims and any expense, including legal fees, which that design professional shall thereafter incur by reason of the Owner's use of such Instruments of Service. The Qualified Provider shall incorporate the requirements of this Section A.1.6.4 in all agreements with its design professionals.

§ A.1.6.5 Submission or distribution of the Qualified Provider's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Section A.1.6.1.

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ARTICLE A.2 OWNER

§ A.2.1 General

§ A.2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization. The Owner shall render decisions in a timely manner and in accordance with the Qualified Provider's schedule submitted to the Owner.

§ A.2.1.2 The Owner shall furnish to the Qualified Provider within 15 days after receipt of a written request information necessary and relevant for the Qualified Provider to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ A.2.2 Information and Services Required of the Owner

§ A.2.2.1 Information or services required of the Owner by the Design-Build Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Qualified Provider's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Qualified Provider of a written request for such information or services.

§ A.2.2.2 If requested by Qualified Provider as necessary for the Project, The Owner shall provide surveys describing physical characteristics, legal limitations, and utility locations for the site of this Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ A.2.2.3 The Owner shall provide, to the extent available to the Owner and if not required by the Contract Documents to be provided by the Qualified Provider, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous materials or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ A.2.2.4 The Owner may obtain independent review of the Qualified Provider 's design, construction and other documents by a separate architect, engineer, and contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

§ A.2.2.5 The Owner shall cooperate with the Qualified Provider in securing building and other permits, licenses and inspections. The Owner shall not be required to pay the fees for such permits, licenses and inspections unless the cost of such fees is excluded from the responsibility of the Qualified Provider under the Contract Documents.

§ A.2.2.6 The services, information, surveys and reports required to be provided by the Owner under Section A.2.2, shall be furnished at the Owner's expense, and the Qualified Provider shall be entitled to rely upon the accuracy and completeness thereof, except as otherwise specifically provided in the Contract Documents or to the extent the Owner advises the Qualified Provider to the contrary in writing.

§ A.2.2.7 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Contract Documents, the Owner shall give prompt written notice thereof to the Qualified Provider Qualified Provider.

§ A.2.2.8 The Owner shall, at the request of the Qualified Provider, prior to execution of the Guaranteed Energy Savings Contract and promptly upon request thereafter, furnish to the Qualified Provider reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Design-Build Documents.

§ A.2.2.9 The Owner shall communicate through the Qualified Provider with persons or entities employed or retained by the Qualified Provider, unless otherwise directed by the Qualified Provider.

§ A.2.2.10 The Owner shall furnish the services of geotechnical engineers or other consultants, if not required by the Contract Documents to be provided by the Qualified Provider, for subsoil, air and water conditions when such services

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are deemed reasonably necessary by the Qualified Provider to properly carry out the design services provided by the Qualified Provider and the Provider 's Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ A.2.2.11 The Owner shall promptly obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the Owner's program.

§ A.2.3 Owner Review and Inspection

§ A.2.3.1 The Owner shall review and approve or take other appropriate action upon the Qualified Provider 's submittals, including but not limited to design and construction documents, required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Qualified Provider or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Qualified Provider as required by the Contract Documents.

§ A.2.3.2 Upon review of the design documents, construction documents, or other submittals required by the Contract Documents, the Owner shall take one of the following actions:

- **.1** Determine that the documents or submittals are in conformance with the Contract Documents and approve them.
- **.2** Determine that the documents or submittals are in conformance with the Contract Documents but request changes in the documents or submittals which shall be implemented by a Change in the Work.
- **.3** Determine that the documents or submittals are not in conformity with the Contract Documents and reject them.
- **.4** Determine that the documents or submittals are not in conformity with the Contract Documents, but accept them by implementing a Modification to the Agreement.
- **.5** Determine that the documents or submittals are not in conformity with the Contract Documents, but accept them and request changes in the documents or submittals which shall be implemented by Modification to the Agreement..

§ A.2.3.3 The Qualified Provider shall submit to the Owner for the Owner's approval, pursuant to Section A.2.3.1, any proposed change or deviation to previously approved documents or submittals. The Owner shall review each proposed change or deviation to previously approved documents or submittals which the Qualified Provider submits to the Owner for the Owner's approval with reasonable promptness in accordance with Section A.2.3.1 and shall make one of the determinations described in Section A.2.3.2.

§ A.2.3.4 Notwithstanding the Owner's responsibility under Section A.2.3.2, the Owner's review and approval of the Qualified Provider's documents or submittals shall not relieve the Qualified Provider of responsibility for compliance with the Contract Documents unless a) the Qualified Provider has notified the Owner in writing of the deviation prior to approval by the Owner or, b) the Owner has approved a Modification to the Agreement reflecting any deviations from the requirements of the Contract Documents.

§ A.2.3.5 The Owner may visit the site to keep informed about the progress and quality of the portion of the Work completed. However, the Owner shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Visits by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quantity or quality of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Qualified Provider's rights and responsibilities under the Contract Documents, except as provided in Section A.3.3.7.

§ A.2.3.6 The Owner shall not be responsible for the Qualified Provider's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner shall not have control over or charge of and will not be responsible for acts or omissions of the Qualified Provider, Architect, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Qualified Provider.

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§ A.2.3.7 The Owner may reject Work that does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable, the Owner shall have authority to require inspection or testing of the Work in accordance with Section A.13.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Qualified Provider, the Architect, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ A.2.3.8 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and the Qualified Provider agree to in writing.

§ A.2.3.9 The Owner shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.

§ A.2.4 Owner's Right to Stop Work

If the Qualified Provider fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section A.12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Qualified Provider to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Qualified Provider or any other person or entity, except to the extent required by Section A.6.1.3.

§ A.2.5 Owner's Right to Carry Out the Work

If the Qualified Provider defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Qualified Provider a second written notice to correct such deficiencies within a three-day period. If the Qualified Provider within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Modification to the Agreement shall be issued deducting from payments then or thereafter due the Qualified Provider the reasonable cost of correcting such deficiencies. If payments due the Qualified Provider are not sufficient to cover such amounts, the Qualified Provider shall pay the difference to the Owner.

ARTICLE A.3 QUALIFIED PROVIDER

§ A.3.1 General

§ A.3.1.1 The Qualified Provider is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Qualified Provider shall be a person or business experienced in the design, implementation, and installation of energy, water, and wastewater conservation measure and is determined to be qualified by the Owner. The Qualified Provider shall be responsible for and shall provide the Owner with the following information regarding guaranteed energy, water, and wastewater savings contracts: Project design and specifications, construction management, construction, commissioning, on-going services as require, measurement and verification of savings for guaranteed energy, water, and wastewater savings contracts, and annual reconciliation statements as provided in KRS 45A.352(8). Qualified Provider The term " Qualified Provider" means the Qualified Provider or the Qualified Provider's authorized representative. The Qualified Provider's representative is authorized to act on the Qualified Provider's behalf with respect to the Project.

§ A.3.1.2 The Qualified Provider shall perform the Work in accordance with the Design-Build Documents.

§ A.3.2 Design Services and Responsibilities

§ A.3.2.1 When applicable law requires that services be performed by licensed professionals, the Qualified Provider shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions. The Owner understands and agrees that the services performed by the Qualified Provider's Architect and the Qualified Provider's other design professionals and consultants are undertaken and performed in the sole interest of and for the exclusive benefit of the Qualified Provider.

§ A.3.2.2 The agreements between the Qualified Provider and Architect or other design professionals identified in the Agreement, and in any subsequent Modifications, shall be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon the Owner's written request.

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§ A.3.2.3 The Qualified Provider shall be responsible to the Owner for acts and omissions of the Qualified Provider's employees, Architect, Contractors, Subcontractors and their agents and employees, and other persons or entities, including the Architect and other design professionals, performing any portion of the Qualified Provider's obligations under the Contract Documents.

§ A.3.2.4 The Qualified Provider shall carefully study and compare the documents, plans, materials and other information provided by the Owner pursuant to Section A.2.2, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered.

§ A.3.2.5 The Qualified Provider shall provide to the Owner for Owner's written approval design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems; and the materials and such other elements of the Project to the extent required by the Contract Documents. Deviations, if any, from the Contract Documents shall be disclosed in writing.

§ A.3.2.6 Upon the Owner's written approval of the design documents submitted by the Qualified Provider, the Qualified Provider shall provide construction documents for review and written approval by the Owner. The construction documents shall set forth in detail the requirements for construction of the Project. The construction documents shall include drawings and specifications that establish the quality levels of materials and systems required. Deviations, if any, from the Contract Documents shall be disclosed in writing. Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall

.1 be consistent with the approved design documents;
.2 provide information for the use of those in the building trades; and
.3 include documents customarily required for regulatory agency approvals.

§ A.3.2.7 The Qualified Provider shall meet with the Owner periodically to review progress of the design and construction documents.

§ A.3.2.8 Upon the Owner's written approval of construction documents, the Qualified Provider, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project. The Owner's approval of construction documents shall be by Board Order.

§ A.3.2.9 The Qualified Provider shall obtain from each of the Qualified Provider's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Project Criteria set forth in the Contract Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

§ A.3.2.10 If the Owner requests the Qualified Provider, the Architect or the Qualified Provider's other design professionals to execute certificates other than those required by Section A.3.2.9, the proposed language of such certificates shall be submitted to the Qualified Provider, or the Architect and such design professionals through the Qualified Provider, for review and negotiation at least 14 days prior to the requested dates of execution. Neither the Qualified Provider, the Architect nor such other design professionals shall be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of their respective agreements with the Owner or Qualified Provider.

§ A.3.3 Construction

§ A.3.3.1 The Qualified Provider shall perform no construction Work prior to the Owner's approval. The Qualified Provider shall perform no portion of the Work for which the Contract Documents require the Owner's review of submittals, such as Shop Drawings, Product Data and Samples, until the Owner has approved each submittal.

§ A.3.3.2 The construction Work shall be in accordance with approved submittals, except that the Qualified Provider shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals unless the Qualified Provider has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Qualified

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Provider shall not be relieved of responsibility for errors or omissions in design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals by the Owner's approval thereof.

§ A.3.3.3 The Qualified Provider shall direct specific attention, in writing or on resubmitted design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ A.3.3.4 When the Contract Documents require that a Contractor provide professional design services or certifications related to systems, materials or equipment, or when the Qualified Provider in its discretion provides such design services or certifications through a Contractor, the Qualified Provider shall cause professional design services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professionals, if prepared by others, shall bear such design professional's written approval. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ A.3.3.5 The Qualified Provider shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Design-Build Documents.

§ A.3.3.6 The Qualified Provider shall keep the Owner informed of the progress and quality of the Work.

§ A.3.3.7 The Qualified Provider shall be responsible for the supervision and direction of the Work, using the Qualified Provider's best skill and attention. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Qualified Provider shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Qualified Provider determines that such means, methods, techniques, sequences or procedures may not be safe, the Qualified Provider shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Qualified Provider is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Qualified Provider, the Owner shall be solely responsible for any resulting loss or damage.

§ A.3.3.8 The Qualified Provider shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ A.3.4 Labor and Materials

§ A.3.4.1 Unless otherwise provided in the Contract Documents, the Qualified Provider shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, , transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 The Owner shall provide and pay for water, gas and electricity used by the Qualified Provider for Work of facility alterations, system modifications or replacements, except temporary wiring, piping, hoses required to complete the Work shall be provided and paid for by the Qualified Provider.

§ A.3.4.2 When a material is specified in the Contract Documents, the Qualified Provider may make substitutions only with the consent of the Owner.

§ A.3.4.3 The Qualified Provider shall enforce strict discipline and good order among the Qualified Provider's employees and other persons carrying out the Contract. The Qualified Provider shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, and, consistent with the intent of KRS 160.38, Subsection (3), shall prohibit employment of violent offenders or workers convicted of a felony sex crime.

§ A.3.5 Warranty

The Qualified Provider warrants to the Owner that materials and equipment furnished under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Qualified Provider's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Qualified Provider, improper

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or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Qualified Provider shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ A.3.6 Taxes
The Qualified Provider shall pay all sales, consumer, use and similar taxes for the Work provided by the Qualified Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect. If utilized, Owner-direct Purchase Orders for Project materials and equipment are exempt from Kentucky Sales and Use Tax.

§ A.3.7 Permits, Fees and Notices
§ A.3.7.1 The Qualified Provider shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which were legally required on the date the Owner accepted the Qualified Provider's proposal.

§ A.3.7.2 The Qualified Provider shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

§ A.3.7.3 It is the Qualified Provider's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.

§ A.3.7.4 If the Qualified Provider performs Work contrary to applicable laws, ordinances, codes, rules and regulations, the Qualified Provider shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ A.3.8 (Not Used)

§ A.3.9 Qualified Provider's Schedule
§ A.3.9.1 The Qualified Provider, promptly after execution of the Contract, shall prepare and submit for the Owner's information the Qualified Provider's schedule for the Work. The schedule shall not exceed time limits and shall be in such detail as required under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ A.3.9.2 (Not Used)

§ A.3.9.3 The Qualified Provider shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ A.3.10 Documents and Samples at the Site
The Qualified Provider shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, and Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the Owner upon completion of the Work.

§ A.3.11 Shop Drawings, Product Data and Samples
§ A.3.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Qualified Provider or a Contractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ A.3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Qualified Provider to illustrate materials or equipment for some portion of the Work.

§ A.3.11.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ A.3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Qualified Provider proposes to conform to the Contract Documents.

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§ A.3.11.5 The Qualified Provider shall review for compliance with the Contract Documents and approve and submit to the Owner only those Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ A.3.11.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Qualified Provider represents that the Qualified Provider has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ A.3.12 Use of Site

The Qualified Provider shall confine operations at the site to areas approved by the Owner and permitted by law, ordinances, permits and the Contract Documents, and shall not store materials on roofs or unreasonably encumber the site with materials or equipment.

§ A.3.13 Cutting and Patching

§ A.3.13.1 The Qualified Provider shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ A.3.13.2 The Qualified Provider shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction or by excavation. The Qualified Provider shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Qualified Provider shall not unreasonably withhold from the Owner or a separate contractor the Qualified Provider's consent to cutting or otherwise altering the Work.

§ A.3.14 Cleaning Up

§ A.3.14.1 The Qualified Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Qualified Provider shall remove from and about the Project waste materials, rubbish, the Qualified Provider's tools, construction equipment, machinery and surplus materials.

§ A.3.14.2 If the Qualified Provider fails to clean up as provided herein, the Owner may do so and the cost thereof shall be charged to the Qualified Provider.

§ A.3.15 Access to Work

The Qualified Provider shall provide the Owner access to the Work in preparation and progress wherever located.

§ A.3.16 Royalties, Patents and Copyrights

The Qualified Provider shall pay all royalties and license fees. The Qualified Provider shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required or where the copyright violations are contained in drawings, specifications or other documents prepared by or furnished to the Qualified Provider by the Owner. However, if the Qualified Provider has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Qualified Provider shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ A.3.17 Indemnification

§ A.3.17.1 To the fullest extent permitted by law, the Qualified Provider shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Qualified Provider, Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section A.3.17.

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§ A.3.17.2 In claims against any person or entity indemnified under this Section A.3.17 by an employee of the Qualified Provider, the Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section A.3.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Qualified Provider, the Architect or a Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE A.4 DISPUTE RESOLUTION

§ A.4.1 Claims and Disputes

§ A.4.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Qualified Provider arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ A.4.1.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

§ A.4.1.3 Continuing Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section A.9.7.1 and Article A.14, the Qualified Provider shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ A.4.1.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give notice to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Qualified Provider's cost of, or time required for, performance of any part of the Work, shall negotiate with the Qualified Provider an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Design-Build Contract is justified, the Owner shall so notify the Qualified Provider in writing, stating the reasons. Claims by the Qualified Provider in opposition to such determination must be made within 21 days after the Owner has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Qualified Provider cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall proceed pursuant to Section A.4.2.

§ A.4.1.5 Claims for Additional Cost. If the Qualified Provider wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section A.10.6.

§ A.4.1.6 If the Qualified Provider believes additional cost is involved for reasons including but not limited to (1) an order by the Owner to stop the Work where the Qualified Provider was not at fault, (2) a written order for the Work issued by the Owner, (3) failure of payment by the Owner, (4) termination of the Contract by the Owner, (5) Owner's suspension or (6) other reasonable grounds, Claim shall be filed in accordance with this Section A.4.1.

§ A.4.1.7 Claims for Additional Time

§ A.4.1.7.1 If the Qualified Provider wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Qualified Provider's Claim shall include an estimate of the time and its effect on the progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ A.4.1.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ A.4.1.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable

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time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ A.4.1.9 (Not Used)

§ A.4.1.10 Claims for Consequential Damages. Qualified Provider and Owner waive Claims against each other for consequential damages arising out of or relating to the Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses and for losses of use; and

.2 damages incurred by the Qualified Provider for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article A.14. Nothing contained in this Section A.4.1.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Documents.

§ A.4.1.11 If the enactment or revision of codes, laws or regulations or official interpretations which govern the Project cause an increase or decrease of the Qualified Provider's cost of, or time required for, performance of the Work, the Qualified Provider shall be entitled to an equitable adjustment in Contract Sum or Contract Time. If the Owner and Qualified Provider cannot agree upon an adjustment in the Contract Sum or Contract Time, the Qualified Provider shall submit a Claim pursuant to Section A.4.1.

§ A.4.2 Resolution of Claims and Disputes

§ A.4.2.1 Decision by Neutral. If the parties have identified a Neutral in Section 6.1 of the Agreement or elsewhere in the Contract Documents, then Claims, excluding those arising under Sections A.10.3 through A.10.5, shall be referred initially to the Neutral for decision. An initial decision by the Neutral shall be required as a condition precedent to mediation of all Claims between the Owner and Qualified Provider arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Neutral with no decision having been rendered by the Neutral. Unless the Neutral and all affected parties agree, the Neutral will not decide disputes between the Qualified Provider and persons or entities other than the Owner.

§ A.4.2.2 Decision by Owner. If the parties have not identified a Neutral in Section 6.1 of the Agreement or elsewhere in the Contract Documents then, except for those claims arising under Sections A.10.3 and A.10.5, the Owner shall provide an initial decision. An initial decision by the Owner shall be required as a condition precedent to mediation of all Claims between the Owner and Qualified Provider arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered by the Owner.

§ A.4.2.3 The initial decision pursuant to Sections A.4.2.1 and A.4.2.2 shall be in writing, shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject first to mediation under Section A.4.3 and thereafter to such other dispute resolution methods as provided in Section 6.2 of the Agreement or elsewhere in the Contract Documents.

§ A.4.2.4 In the event of a Claim against the Qualified Provider, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Qualified Provider's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ A.4.2.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to initial resolution of the Claim.

§ A.4.3 Mediation

§ A.4.3.1 Any Claim arising out of or related to the Contract, except those waived as provided for in Sections A.4.1.10, A.9.10.4 and A.9.10.5, shall, after initial decision of the Claim or 30 days after submission of the Claim for initial decision, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable or other binding dispute resolution proceedings by either party.

§ A.4.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the

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filing of a demand for arbitration or other binding dispute resolution proceedings but, in such event, mediation shall proceed in advance thereof or of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ A.4.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ A.4.4 Arbitration

§ A.4.4.1 Claims, except those waived as provided for in Sections A.4.1.10, A.9.10.4 and A.9.10.5, for which initial decisions have not become final and binding, and which have not been resolved by mediation but which are subject to arbitration pursuant to Sections 6.2 and 6.3 of the Agreement or elsewhere in the Contract Documents, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Design-Build Contract and with the American Arbitration Association.

§ A.4.4.2 A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section A.13.6.

§ A.4.4.3 An arbitration pursuant to this Section A.4.4 may be joined with an arbitration involving common issues of law or fact between the Owner or Qualified Provider and any person or entity with whom the Owner or Qualified Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Guaranteed Energy Savings Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the Owner or Qualified Provider, except by written consent containing a specific reference to the Design-Build Contract signed by the Owner and Qualified Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ A.4.4.4 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ A.4.4.5 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE A.5 AWARD OF CONTRACTS

§ A.5.1 Unless otherwise stated in the Contract Documents or proposal requirements, the Qualified Provider, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of additional persons or entities not originally included in the Qualified Provider's proposal or in substitution of a person or entity (including those who are to furnish design services or materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Qualified Provider in writing stating whether or not the Owner has reasonable objection to any such proposed additional person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

§ A.5.2 (Not Used)

§ A.5.3 (Not Used)

§ A.5.4 The Qualified Provider shall not change a person or entity previously selected if the Owner makes reasonable objection to such substitute.

§ A.5.5 Contingent Assignment of Contracts

§ A.5.5.1 Each agreement for a portion of the Work is assigned by the Qualified Provider to the Owner provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section A.14.2 and only for those agreements which the Owner accepts by notifying the contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Guaranteed Energy Savings Contract.

§ A.5.5.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Contractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE A.6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ A.6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ A.6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. The Qualified Provider shall cooperate with the Owner and separate contractors whose work might interfere with the Qualified Provider's Work. If the Qualified Provider claims that delay or additional cost is involved because of such action by the Owner, the Qualified Provider shall make such Claim as provided in Section A.4.1.

§ A.6.1.2 The term "separate contractor" shall mean any contractor retained by the Owner pursuant to Section A.6.1.1.

§ A.6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the work of the Qualified Provider, who shall cooperate with them. The Qualified Provider shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Qualified Provider shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Qualified Provider, separate contractors and the Owner until subsequently revised.

§ A.6.2 Mutual Responsibility

§ A.6.2.1 The Qualified Provider shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Qualified Provider's construction and operations with theirs as required by the Contract Documents.

§ A.6.2.2 If part of the Qualified Provider's Work depends for proper execution or results upon design, construction or operations by the Owner or a separate contractor, the Qualified Provider shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Qualified Provider so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Qualified Provider's Work, except as to defects not then reasonably discoverable.

§ A.6.2.3 The Owner shall be reimbursed by the Qualified Provider for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Qualified Provider. The Owner shall be responsible to the Qualified Provider for costs incurred by the Qualified Provider because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ A.6.2.4 The Qualified Provider shall promptly remedy damage wrongfully caused by the Qualified Provider to completed or partially completed construction or to property of the Owner or separate contractors.

§ A.6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described in Section A.3.13.

§ A.6.3 Owner's Right to Clean Up

If a dispute arises among the Qualified Provider, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner shall allocate the cost among those responsible.

ARTICLE A.7 CHANGES IN THE WORK

§ A.7.1 (Not Used)

§ A.7.2 (Not Used)

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§ A.7.3 (Not Used)

§ A.7.4 Minor Changes in the Work

The Owner shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build Documents. Such changes shall be effected by written order and shall be binding on the Qualified Provider. The Qualified Provider shall carry out such written orders promptly.

ARTICLE A.8 TIME

§ A.8.1 Definitions

§ A.8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ A.8.1.2 The date of commencement of the Work shall be the date stated in the Agreement unless provision is made for the date to be fixed in a notice to proceed issued by the Owner.

§ A.8.1.3 The date of Substantial Completion is the date determined by the Owner in accordance with Section A.9.8.

§ A.8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ A.8.2 Progress and Completion

§ A.8.2.1 Time limits stated in the Contract Documents are of the essence of the Guaranteed Energy Savings Contract. By executing the Design-Build Contract, the Qualified Provider confirms that the Contract Time is a reasonable period for performing the Work.

§ A.8.2.2 The Qualified Provider shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence construction operations on the site or elsewhere prior to the effective date of insurance required by Article A.11 to be furnished by the Qualified Provider and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Qualified Provider shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ A.8.2.3 The Qualified Provider shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§A.8.3 Delays and Extensions of Time

§A.8.3.1 If the Qualified Provider is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, disruptions in labor materials resulting from a health crisis including but not limited to COVID-19 regardless of whether an infection, disease, epidemic, pandemic, or isolated to areas from which such labor and materials are supplied, unusual delay in deliveries, unavoidable casualties or other causes beyond the Qualified Provider's control, or by delay authorized by the Owner pending resolution of disputes pursuant to the Contract Documents, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Modification to the Contract for such reasonable time as the Owner may determine.

§A.8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section A.4.1.7.

§A.8.3.3 This Section A.8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE A.9 PAYMENTS AND COMPLETION

§ A.9.1 Contract Sum

The Contract Sum is stated in the Contract Documents and, including authorized adjustments, is the total amount payable by the Owner to the Qualified Provider for performance of the Work under the Guaranteed Energy Savings Contract.

§ A.9.2 Schedule of Values

Before the first Application for Payment, where the Contract Sum is based upon a Stipulated Sum, the Qualified Provider shall submit to the Owner an initial schedule of values allocated to various portions of the Work prepared in

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such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Qualified Provider's Applications for Payment. The schedule of values may be updated periodically to reflect changes in the allocation of the Contract Sum.

§ A.9.3 Applications for Payment

§ A.9.3.1 At least ten days before the date established for each progress payment, the Qualified Provider shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the current schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Qualified Provider's right to payment as the Owner may require, such as copies of requisitions from Contractors and material suppliers, and reflecting retainage for in the Contract Documents.

§ A.9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Qualified Provider with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ A.9.3.3 The Qualified Provider warrants that title to all Work other than Instruments of Service covered by an Application for Payment will pass to the Owner no later than the time of payment. The Qualified Provider further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Qualified Provider's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Qualified Provider, Contractors, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ A.9.3.4 (Not Used)

§ A.9.5 Decisions to Withhold Payment

§ A.9.5.1 The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Contract Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Qualified Provider is responsible, including loss resulting from acts and omissions, because of the following:

- **.1** Defective Work not remedied;
- **.2** Third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Qualified Provider;
- **.3** Failure of the Qualified Provider to make payments properly to Contractors or for design services labor, materials or equipment;
- **.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** Damage to the Owner or a separate contractor;
- **.6** Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** Persistent failure to carry out the Work in accordance with the Contract Documents.

§ A.9.5.2 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

§ A.9.6 Progress Payments

§ A.9.6.1 The Owner shall make payment of the amount, in the manner and within the time provided in the Contract Documents and as required by State law.

§ A.9.6.2 The Qualified Provider shall promptly pay the Architect, each design professional and other consultants retained directly by the Qualified Provider, upon receipt of payment from the Owner, out of the amount paid to the Qualified Provider on account of each such party's respective portion of the Work, the amount to which each such party is entitled.

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§ A.9.6.3 The Qualified Provider shall promptly pay each Contractor, upon receipt of payment from the Owner, out of the amount paid to the Qualified Provider on account of such Contractor's portion of the Work, the amount to which said Contractor is entitled, reflecting percentages actually retained from payments to the Qualified Provider on account of the Contractor's portion of the Work. The Qualified Provider shall, by appropriate agreement with each Contractor, require each Contractor to make payments to Subcontractors in a similar manner.

§ A.9.6.4 The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

§ A.9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections A.9.6.3 and A.9.6.4.

§ A.9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ A.9.7 Failure of Payment

If for reasons other than those enumerated in Section A.9.5.1, the Owner does not issue a payment within the time period required by Section 5.1.3 of the Agreement, then the Qualified Provider may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Qualified Provider's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ A.9.8 Substantial Completion

§ A.9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use. The ability to occupy and utilize the Work or designated portion thereof may require an occupancy permit issued by the Kentucky Department of Housing, Building, and Construction and other other agencies having statutory authority and approval requirements.

§ A.9.8.2 When the Qualified Provider considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Qualified Provider shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Qualified Provider to complete all Work in accordance with the Contract Documents.

§ A.9.8.3 Upon receipt of the Qualified Provider's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Qualified Provider's list, which is not substantially complete, the Qualified Provider shall complete or correct such item. In such case, the Qualified Provider shall then submit a request for another inspection by the Owner to determine whether the Qualified Provider's Work is substantially complete.

§ A.9.8.4 In the event of a dispute regarding whether the Qualified Provider's Work is substantially complete, the dispute shall be resolved pursuant to Article A.4.

§ A.9.8.5 When the Work or designated portion thereof is substantially complete, the Qualified Provider shall prepare for the Owner's signature an Acknowledgement of Substantial Completion which, when signed by the Owner, shall establish (1) the date of Substantial Completion of the Work, (2) responsibilities between the Owner and Qualified Provider for security, maintenance, heat, utilities, damage to the Work and insurance, and (3) the time within which the Qualified Provider shall finish all items on the list accompanying the Acknowledgement. When the Owner's inspection discloses that the Work or a designated portion thereof is substantially complete, the Owner shall sign the Acknowledgement of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Acknowledgement of Substantial Completion.

§ A.9.8.6 Upon execution of the Acknowledgement of Substantial Completion and consent of surety the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ A.9.9 Partial Occupancy or Use

§ A.9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Qualified Provider, provided such occupancy or use is

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consented to by the insurer, if so required by the insurer, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Qualified Provider have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Contract Documents. When the Qualified Provider considers a portion substantially complete, the Qualified Provider shall prepare and submit a list to the Owner as provided under Section A.9.8.2. Consent of the Qualified Provider to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Qualified Provider.

§ A.9.9.2 Immediately prior to such partial occupancy or use, the Owner and Qualified Provider shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the condition of the Work.

§ A.9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ A.9.10 Final Completion and Final Payment

§ A.9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner shall promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and fully performed, the Owner shall, subject to Section A.9.10.2, promptly make final payment to the Qualified Provider.

.1 Upon receipt and approval of the final Application for Payment, for the Contract and each Purchase Order, if any, the Qualified Provider will prepare, and with the Owner complete their portion of the Kentucky Department of Education BG-4 Contract Closeout Form – 2013, and forward the board-approved BG-4 form to the Kentucky Department of Education with a copy of the final Application for Payment upon the Board authorizing the BG-4 form, accepting the Work, and approving final payment to the Contractor or Material Supplier.

§ A.9.10.2 Neither final payment nor any remaining retained percentage will become due until the Qualified Provider submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Qualified Provider knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Guaranteed Energy Savings Contract, to the extent and in such form as may be designated by the Owner. If a Contractor refuses to furnish a release or waiver required by the Owner, the Qualified Provider may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Qualified Provider shall refund to the Owner all money that the Owner may be liable to pay in connection with the discharge of such lien, including all costs and reasonable attorneys' fees.

§ A.9.10.3 If, after the Owner determines that the Qualified Provider's Work or designated portion thereof is substantially completed, final completion thereof is materially delayed through no fault of the Qualified Provider or by issuance of a Change Order or a Construction Change Directive affecting final completion, the Owner shall, upon application by the Qualified Provider, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Qualified Provider. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ A.9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract Documents and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

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§ A.9.10.5 Acceptance of final payment by the Qualified Provider, a Contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE A.10 PROTECTION OF PERSONS AND PROPERTY

§ A.10.1 Safety Precautions and Programs

§ A.10.1.1 The Qualified Provider shall be responsible for initiating and maintaining all safety precautions and programs in connection with the performance of the Guaranteed Energy Savings Contract.

§ A.10.2 Safety of Persons and Property

§ A.10.2.1 The Qualified Provider shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site or under the care, custody or control of the Qualified Provider or the Qualified Provider's Contractors or Subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ A.10.2.2 The Qualified Provider shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ A.10.2.3 The Qualified Provider shall erect and maintain, as required by existing conditions and performance of the Contract Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ A.10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Qualified Provider shall notify the Owner in writing ten (10) days in advance of such action and exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ A.10.2.5 The Qualified Provider shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections A.10.2.1.2 and A.10.2.1.3 caused in whole or in part by the Qualified Provider, the Architect, a Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Qualified Provider is responsible under Sections A.10.2.1.2 and A.10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Qualified Provider. The foregoing obligations of the Qualified Provider are in addition to the Qualified Provider's obligations under Section A.3.17.

§ A.10.2.6 The Qualified Provider shall designate in writing to the Owner a responsible individual whose duty shall be the prevention of accidents.

§ A.10.2.7 The Qualified Provider shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ A.10.3 Hazardous Materials

§ A.10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Qualified Provider, the Qualified Provider shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner.

§ A.10.3.2 Unless there is a hazardous materials survey on record, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Qualified Provider and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Qualified Provider the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Qualified Provider shall promptly reply to the Owner in writing stating whether or not the Qualified Provider has reasonable objection to the persons or entities proposed by the Owner. If the Qualified Provider has an objection to a person or

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entity proposed by the Owner, the Owner shall propose another to whom the Qualified Provider has no reasonable objection. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and Qualified Provider. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Qualified Provider's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished by a Modification to the Contract.

§ A.10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Qualified Provider, Contractors, Subcontractors, Architect, Architect's consultants and the agents and employees of any of them from and against Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance exists on site as of the date of the Agreement, is not disclosed in the Design-Build Documents and presents the risk of bodily injury or death as described in Section A.10.3.1 and has not been rendered harmless, provided that such Claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) to the extent that such damage, loss or expense is not due to the negligence of the Qualified Provider, Contractors, Subcontractors, Architect, Architect's consultants and the agents and employees of any of them.

§ A.10.4 The Owner shall not be responsible under Section A.10.3 for materials and substances brought to the site by the Qualified Provider unless such materials or substances were required by the Contract Documents.

§ A.10.5 If, without negligence on the part of the Qualified Provider, the Qualified Provider is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Qualified Provider for all cost and expense thereby incurred.

§ A.10.6 Emergencies

In an emergency affecting safety of persons or property, the Qualified Provider shall act, at the Qualified Provider's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Qualified Provider on account of an emergency shall be determined as provided in a Modification to the Contract.

ARTICLE A.11 INSURANCE AND BONDS

§ A.11.1 Except as may otherwise be set forth in the Agreement or elsewhere in the Contract Documents, the Owner and Qualified Provider shall purchase and maintain the following types of insurance with limits of liability and deductible amounts and subject to such terms and conditions, as set forth in this Article A.11.

§ A.11.2 Qualified Provider's Liability Insurance

§ A.11.2.1 The Qualified Provider shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Qualified Provider from claims set forth below that may arise out of or result from the Qualified Provider's operations under the Guaranteed Energy Savings Contract and for which the Qualified Provider may be legally liable, whether such operations be by the Qualified Provider, by a Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Qualified Provider's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Qualified Provider's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Qualified Provider's obligations under Section A.3.17.

§ A.11.2.2 The insurance required by Section A.11.2.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

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§ A.11.2.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section A.11.2 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section A.9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Qualified Provider with reasonable promptness in accordance with the Qualified Provider's information and belief.

§ A.11.3 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ A.11.4 Property Insurance

§ A.11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum (and Owner-direct Purchase Orders if utilized), plus the value of subsequent Design-Build Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section A.9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section A.11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, Qualified Provider, Contractors and Subcontractors in the Project.

§ A.11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Qualified Provider's services and expenses required as a result of such insured loss.

§ A.11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Guaranteed Energy Savings Contract and with all of the coverages in the amount described above, the Owner shall so inform the Qualified Provider in writing prior to commencement of the Work. The Qualified Provider may then effect insurance that will protect the interests of the Qualified Provider, Contractors and Subcontractors in the Work, and, by appropriate Modification to the Contract, the cost thereof shall be charged to the Owner. If the Qualified Provider is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above without so notifying the Qualified Provider in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ A.11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ A.11.4.1.4 This property insurance shall cover portions of the Work stored off the site and also portions of the Work in transit.

§ A.11.4.1.5 Partial occupancy or use in accordance with Section A.9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use, by endorsement or otherwise. The Owner and the Qualified Provider shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ A.11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Qualified Provider, Contractors and Subcontractors in the Work, and the Owner and Qualified Provider shall be named insureds.

§ A.11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Qualified Provider, Architect, the Qualified Provider's other design professionals,

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if any, Contractors and Subcontractors for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

§ A.11.4.4 If the Qualified Provider requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Qualified Provider by appropriate Modification to the Contract.

§ A.11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section A.11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ A.11.4.6 Before an exposure to loss may occur, the Owner shall file with the Qualified Provider a copy of each policy that includes insurance coverages required by this Section A.11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire and that its limits will not be reduced until at least 30 days' prior written notice has been given to the Qualified Provider.

§ A.11.4.7 Waivers of Subrogation. The Owner and Qualified Provider waive all rights against each other and any of their consultants, separate contractors described in Section A.6.1, if any, Contractors, Subcontractors, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section A.11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Qualified Provider, as appropriate, shall require of the separate contractors described in Section A.6.1, if any, and the Contractors, Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ A.11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section A.11.4.10. The Qualified Provider shall pay Contractors their just shares of insurance proceeds received by the Qualified Provider, and, by appropriate agreements, written where legally required for validity, shall require Contractors to make payments to their Subcontractors in similar manner.

§ A.11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Guaranteed Energy Savings Contract for convenience, replacement of damaged property shall be performed by the Qualified Provider after a Modification to the Contract.

§ A.11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power.; The Owner as fiduciary shall, in the case of a decision or award, make settlement with insurers in accordance with directions of a decision or award. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ A.11.5 Performance Bond and Payment Bond

The Qualified Provider shall furnish bonds covering faithful performance of the Guaranteed Energy Savings Contract and payment of obligations arising thereunder, including payment to design professionals engaged by or on behalf of the Qualified Provider, specifically required in the Agreement or elsewhere in the Contract Documents on the date of execution of the Guaranteed Energy Savings Contract. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum plus Owner-direct Purchase Orders if utilized.

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ARTICLE A.12 UNCOVERING AND CORRECTION OF WORK

§ A.12.1 Uncovering of Work

§ A.12.1.1 If a portion of the Work is covered contrary to requirements specifically expressed in the Contract Documents, it must be uncovered for the Owner's examination and be replaced at the Qualified Provider's expense without change in the Contract Time.

§ A.12.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Qualified Provider. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Modification to the Contract, be at the Owner's expense. If such Work is not in accordance with the Design-Build Documents, correction shall be at the Qualified Provider's expense unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

§ A.12.2 Correction of Work

§ A.12.2.1 Before or After Substantial Completion

§ A.12.2.1.1 The Qualified Provider shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, shall be at the Qualified Provider's expense.

§ A.12.2.2 After Substantial Completion

§ A.12.2.2.1 In addition to the Qualified Provider's obligations under Section A.3.5, if, within one year after the date of Substantial Completion or after the date for commencement of warranties established under Section A.9.8.5 or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Qualified Provider shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Qualified Provider a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Qualified Provider and give the Qualified Provider an opportunity to make the correction, the Owner waives the rights to require correction by the Qualified Provider and to make a claim for breach of warranty. If the Qualified Provider fails to correct non-conforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section A.2.5.

§ A.12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ A.12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Qualified Provider pursuant to this Section A.12.2.

§ A.12.2.3 The Qualified Provider shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Qualified Provider nor accepted by the Owner.

§ A.12.2.4 The Qualified Provider shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Qualified Provider's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ A.12.2.5 Nothing contained in this Section A.12.2 shall be construed to establish a period of limitation with respect to other obligations the Qualified Provider might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section A.12.2.2 relates only to the specific obligation of the Qualified Provider to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Qualified Provider's liability with respect to the Qualified Provider's obligations other than specifically to correct the Work.

§ A.12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be equitably adjusted by Modification to the Contract. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE A.13 MISCELLANEOUS PROVISIONS

§ A.13.1 Governing Law

The Guaranteed Energy Savings Contract shall be governed by the law of the place where the Project is located.

§ A13.1.1 None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof.

§ A.13.2 Successors and Assigns

§ A.13.2.1 The Owner and Qualified Provider respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents.

§ A.13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if sent by registered or certified mail to the last business address known to the party giving notice.

§ A.13.4 Rights and Remedies

§ A.13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ A.13.4.2 No action or failure to act by the Owner or Qualified Provider shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ A.13.5 Tests and Inspections

§ A.13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Qualified Provider shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Qualified Provider shall give timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

§ A.13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section A.13.5.1, the Owner shall in writing instruct the Qualified Provider to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Qualified Provider shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section A.13.5.3, shall be at the Owner's expense.

§ A.13.5.3 If such procedures for testing, inspection or approval under Sections A.13.5.1 and A.13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures, shall be at the Qualified Provider's expense.

§ A.13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Qualified Provider and promptly delivered to the Owner.

§ A.13.5.5 If the Owner is to observe tests, inspections or approvals required by the Contract Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ A.13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ A.13.6 Commencement of Statutory Limitation Period

§ A.13.6.1 As between the Owner and Qualified Provider:

.1 **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged

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cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 **Between Substantial Completion and Final Application for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Application for Payment; and

.3 **After Final Application for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Qualified Provider pursuant to any Warranty provided under Section A.3.5, the date of any correction of the Work or failure to correct the Work by the Qualified Provider under Section A.12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Qualified Provider or Owner, whichever occurs last.

ARTICLE A.14 TERMINATION OR SUSPENSION OF THE GUARANTEED ENERGY SAVINGS CONTRACT

§ A.14.1 Termination by the QUALIFIED PROVIDER

§ A.14.1.1 The Qualified Provider may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Qualified Provider or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Qualified Provider, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency which requires all Work to be stopped;

.3 The Owner has failed to make payment to the Qualified Provider in accordance with the Contract Documents; or

.4 The Owner has failed to furnish to the Qualified Provider promptly, upon the Qualified Provider's request, reasonable evidence as required by Section A.2.2.8.

§ A.14.1.2 The Qualified Provider may terminate the Contract if, through no act or fault of the Qualified Provider or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Qualified Provider, repeated suspensions, delays or interruptions of the entire Work by the Owner, as described in Section A.14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ A.14.1.3 If one of the reasons described in Sections A.14.1.1 or A.14.1.2 exists, the Qualified Provider may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ A.14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Qualified Provider or a Contractor or their agents or employees or any other persons performing portions of the Work under a direct or indirect contract with the Qualified Provider because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Qualified Provider may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section A.14.1.3.

§ A.14.2 Termination by the Owner For Cause

§ A.14.2.1 The Owner may terminate the Contract if the Qualified Provider

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Contractors for services, materials or labor in accordance with the respective agreements between the Qualified Provider and the Architect, other design professionals and Contractors;

.3 persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ A.14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Qualified Provider and the Qualified Provider's surety, if any, seven days' written notice, terminate employment of the Qualified Provider and may, subject to any prior rights of the surety,

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.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Qualified Provider;
.2 accept assignment of contracts pursuant to Section A.5.5.1; and
.3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Qualified Provider, the Owner shall furnish to the Qualified Provider a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ A.14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section A.14.2.1, the Qualified Provider shall not be entitled to receive further payment until the Work is finished.

§ A.14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Qualified Provider. If such costs and damages exceed the unpaid balance, the Qualified Provider shall pay the difference to the Owner.

§ A.14.3 Suspension by the Owner for Convenience

§ A.14.3.1 The Owner may, without cause, order the Qualified Provider in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ A.14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section A.14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Qualified Provider is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ A.14.4 Termination by the Owner for Convenience

§ A.14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ A.14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Qualified Provider shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

§ A.14.4.3 In the event of termination for the Owner's convenience prior to commencement of construction, the Qualified Provider shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the Owner's convenience after commencement of construction, the Qualified Provider shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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Kentucky Department of Education Version of AIA® Document A141™ – 2004 Exhibit C

Insurance and Bonds

for the following PROJECT:
(Name and location or address)
Carroll County Schools Guaranteed Energy Savings Contract
813 Hawkins Street, Carrollton, KY 41008

THE OWNER:
(Name, legal status and address)
Carroll County Board of Education
813 Hawkins Street
Carrollton, KY 41008

THE QUALIFIED PROVIDER:
(Name, legal status and address)
CMTA, Inc.
9519 Civic Way, Suite 100
Prospect, KY 40059

ARTICLE C.1
The Owner and Qualified Provider shall provide policies of liability insurance as required by the Contract Documents, or as follows:
(Specify changes, if any, to the requirements of the Contract Documents, and for each type of insurance identify applicable limits and deductible amounts. Either list liability insurance requirements here or refer to an exhibit attached to this Agreement.)
CMTA policies will meet or exceed the insurance policies below.

C.1.1 Insurance required by Exhibit A — KDE Version, Article A.11, shall be no less than the following limits, or greater if required by law:

.1	Worker's Compensation:	
a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer' Liability	$500,000
.2	Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage);	
a.	General Aggregate (except Products-Completed Operations)	$1,000,000
b.	Products-Completed Operations Aggregate	$1,000,000
c.	Personal/Advertising Injury (per person/organization)	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
e.	Limit per Person Medical Expense	$10,000
f.	Exclusions of Property in Contractor's Care, Custody or Control shall be eliminated.	
g.	Property Damage Liability Insurance shall provide Coverage for Explosion, Collapse, and Underground Damage.	

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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.3 Contractual Liability:

a.	General Aggregate	$1,000,000
b.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

.4 Automobile Liability:

a.	Bodily Injury	$500,000 each person $1,000,000 each accident
b.	Property Damage	$500,000 each accident, or a combined single limit of $1,000,000

.5 Liability coverage for the Owner shall be provided by endorsement as additional insureds on the Qualified Provider's Liability Policy.

.6 Excess Liability Umbrella Form:

a.	General Aggregate	$1,000,000
b.	Each Occurrence	$1,000,000

.7 There shall be an endorsement in each of the above policies as follows: "It is hereby agreed that in the event of a claim arising under this policy, the company may not deny liability by reason of the insured being a state, county, municipal corporation or governmental agency."

ARTICLE C.2

The Qualified Provider shall provide surety bonds as follows:

(Specify type and penal sum of bonds. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type	**Penal Sum ($0.00)**
Performance and Payment Bonds written on AIA Document A312–2010, Performance Bond and Payment Bond — KDE Version	100% of the Contract Sum plus Owner's Direct Purchase Orders, if any, for Project materials and equipment.

§ C.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Qualified Provider shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ **C.2.2** Coverage under the Performance and Payment Bond shall not extend to the Energy Savings Guarantee, as set forth in Exhibit E, or any related provisions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN 10246455-CMTA-GAUWP-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CMTA, Inc. 10411 Meeting St. Prospect, KY 40059	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance	23043
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Allied World Surplus Lines Insurance Company	24319
INSURER D : Zurich American Insurance Company	16535
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-003812970-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	TB5-Z91-471436-021	03/01/2021	03/01/2022	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP 4340750 – 00	06/20/2021	06/20/2022	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Comp/Coll	$	1,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X	X	TH7-Z91-471436-051	03/01/2021	03/01/2022	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC2-Z91-471436-041	03/01/2021	03/01/2022	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			0313-2020	12/31/2021	12/31/2022	Limit:		5,000,000
							SIR:		250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Name: Carroll County Board of Education Energy Savings Guarantee Project
Job Location: 413 Hawkins St., Carrollton, KY
Additional Insured: Carroll County Board of Education

CERTIFICATE HOLDER

Carroll County Board of Education
813 Hawkins St.
Carrollton, KY 41008

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN 10246455
LOC #: San Francisco

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH RISK & INSURANCE SERVICES		CMTA, Inc. 10411 Meeting St. Prospect,KY 40059
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Kentucky
ClearPath Mutual Insurance Co.
WC100-0016193-2021A
Effective Date: 6/20/21
Expiration Date: 6/20/22
Bodily Injury by Accident $2,000,000 each accident
Bodily Injury by Disease $2,000,000 policy limit
Bodily Injury by Disease $2,000,000 each employee

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Kentucky Department of Education Version of AIA® Document A312™ – 2010

Performance Bond and Payment Bond

KENTUCKY DEPARTMENT OF EDUCATION
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Cite this document as "AIA Document A312™–2010, Performance Bond and Payment Bond— KDE Version," or "AIA Document A312™–2010 — KDE Version."

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Kentucky Department of Education Version of AIA® Document A312™ – 2010

Bond No. PB11526700089

Performance Bond

CONTRACTOR:
(Name, legal status and address)
CMTA, Inc.
9519 Civic Way, Suite 100
Prospect, KY 40059

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER:
(Name, legal status and address)
Carroll County Board of Education
813 Hawkins Street
Carrollton, KY 41008

CONSTRUCTION CONTRACT
Date:

Amount: Five Million Eight Hundred Thirty Five Thousand One Hundred Seventy and No/100 Dollars ------- $5,835,170.00
Description:
(Name and location)
Carroll County Schools Guaranteed Energy Savings Contract
813 Hawkins Street, Carrollton, KY 41008

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Five Million Eight Hundred Thirty Five Thousand One Hundred Seventy and No/100 Dollars ------- $5,835,170.00
Modifications to this Bond: [X] None [ ] See Section 16

KENTUCKY DEPARTMENT OF EDUCATION
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
CMTA, Inc.
Signature:
Name TIMOTHY G. MORRIS
and Title: CFO

SURETY
Company: *(Corporate Seal)*
Philadelphia Indemnity Insurance Company
Signature:
Name
and Title: Matthew J. Rosenberg, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**
R&P Surety LLC
595 E. Swedesford Road, Suite 350
Wayne, PA 19087
610-668-9100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 16.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 16.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 16.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 16.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

Kentucky Department of Education Version of AIA® Document A312™ – 2010

Bond No. PB11526700089

Payment Bond

CONTRACTOR:
(Name, legal status and address)
CMTA, Inc.
9519 Civic Way, Suite 100
Prospect, KY 40059

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER:
(Name, legal status and address)
Carroll County Board of Education
813 Hawkins Street
Carrollton, KY 41008

CONSTRUCTION CONTRACT
Date:

Amount: Five Million Eight Hundred Thirty Five Thousand One Hundred Seventy and No/100 Dollars ------- $5,835,170.00
Description:
(Name and location)
Carroll County Schools Guaranteed Energy Savings Contract
813 Hawkins Street, Carrollton, KY 41008

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Five Million Eight Hundred Thirty Five Thousand One Hundred Seventy and No/100 Dollars ------- $5,835,170.00
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
CMTA, Inc.

Signature:
Name TIMOTHY G. MORRIS
and Title: CFO

SURETY
Company: *(Corporate Seal)*
Philadelphia Indemnity Insurance Company

Signature:
Name
and Title: Matthew J. Rosenberg, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**
R&P Surety LLC
595 E. Swedesford Road, Suite 350
Wayne, PA 19087
610-668-9100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

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Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David A. Johnson, David C. Rosenberg, Denise M. Bruno, Harry C. Rosenberg, Jonathan F. Black, Joyce M. Houghton, Julia R. Burnet, Matthew J. Rosenberg, Stephanie S. Helmig and Elizabeth P. Cervini, John E. Rosenberg, Melissa J. Hinde, and James M. DiSciullo of R & P Surety, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$Unlimited.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 2022

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets	As of December 31, 2020	2019
Bonds (fair value $8,041,263 and $7,329,360)	$ 7,601,946	$ 7,059,903
Preferred stocks (fair value $16,537 and $23,575)	15,673	22,761
Common stocks (cost $52,609 and $65,563)	43,373	64,634
Mortgage loans	821,250	803,679
Real estate	29,973	10,305
Other invested assets (cost $203,028 and $231,120)	215,589	243,127
Receivables for securities sold	943	684
Cash, cash equivalents and short-term investments	34,279	59,534
Cash and invested assets	8,763,026	8,264,627
Premiums receivable, agents' balances and other receivables	908,602	874,835
Reinsurance recoverable on paid loss and loss adjustment expenses	38,737	54,706
Accrued investment income	74,070	76,312
Receivable from affiliates	7,586	657
Federal income taxes receivable	-	28,027
Net deferred tax assets	138,129	134,628
Other assets	4,997	3,541
Total admitted assets	$ 9,935,147	$ 9,437,333

Liabilities and Capital and Surplus		
Liabilities:		
Unpaid loss and loss adjustment expenses	$ 5,218,304	$ 5,007,616
Unearned premiums	1,582,116	1,597,243
Reinsurance payable on paid loss and loss adjustment expenses	30,398	45,391
Ceded reinsurance premiums payable	108,936	100,299
Commissions payable, contingent commissions and other similar charges	214,389	216,136
Federal income taxes payable	8,480	-
Funds held	77,256	66,937
Payable to affiliates	18,486	16,383
Provision for reinsurance	87	78
Payable for securities purchased	17,820	58,784
Accrued expenses and other liabilities	32,170	27,116
Total liabilities	7,308,442	7,135,983
Capital:		
Common stock, par value of $10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	2,236,134	1,910,779
Total surplus	2,622,205	2,296,850
Total capital and surplus	2,626,705	2,301,350
Total liabilities and capital and surplus	$ 9,935,147	$ 9,437,333

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1245769
Member, Pennsylvania Association of Notaries

DocuSigned by:
Karen Gilmer-Pauciello
7A909DFFCA4D4D0...
Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 26th day of May 2021.

Kimberly Kessleski
Kimberly Kessleski, Notary

Exhibit D – Scope of Services and Energy Conservation Measures

D.1 Scope of Work Summary

A detailed description of each Energy Conservation Measure (ECM) is organized in the following categories:

H1 *– High School Geo WSHP Installation*
C1 *– Cartmell Controls Upgrades*
C2 *– Kathryn Winn Controls Upgrades*
C3 *– Middle School Controls Upgrades*
C4 *– High School Controls Upgrades*
E1 *– Cartmell LED Lighting Upgrades*
E2 *– Kathryn Winn LED Lighting Upgrades*
E3 *– Middle School LED Lighting Upgrades*
E4 *– High School LED Lighting Upgrades*
E5 *– High School Outbuildings LED Lighting Upgrades*
E6 *– Cartmell Solar PV Array*
G1 *– High School Envelope Upgrades*

The following table details where each ECM is included for Carroll County Schools as part of this Contract:

X = Included ECM Description	Cartmell ES	Kathryn Winn ES	Middle School	High School	Misc. Buildings
H1 – High School Geo WSHP Installation				X	
C1 – Cartmell Controls Upgrades	X				
C2 – Kathryn Winn Controls Upgrades		X			
C3 – Middle School Controls Upgrades			X		
C4 – High School Controls Upgrades				X	
E1 – Cartmell LED Lighting Upgrades	X				
E2 – Kathryn Winn LED Lighting Upgrades		X			
E3 – Middle School LED Lighting Upgrades			X		
E4 – High School LED Lighting Upgrades				X	
E5 – High School Outbuildings LED Lighting Upgrades					X
E6 – Cartmell Solar PV Array	X				
G1 – High School Envelope Upgrades				X	

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D.2 Energy Conservation Measure Narratives

The following narratives describe the Energy Conservation Measures included in the scope of the project.

ECM: H1 – High School Geo WSHP Installation

Facility: High School

Narrative: A complete HVAC system replacement will be performed at the High School to change the system from two pipe unit ventilators to geothermal water source heat pumps. This includes the removal of all existing HVAC equipment, and the installation of 2 gym air handling units, 3 dedicated outdoor air units, 63 heat pumps, and a geothermal wellfield.

ECM: C1 – Cartmell Controls Upgrades
C2 – Kathryn Winn Controls Upgrades
C3 – Middle School Controls Upgrades
C4 – High School Controls Upgrades

Facility: Cartmell ES, Kathryn Winn ES, Middle School, High School

Narrative: The High School will receive a new direct digital HVAC control systems to monitor, diagnose, and troubleshoot the new HVAC systems. The existing controls systems in place at the Middle School, Cartmell ES, and Kathryn Winn will be integrated into a new front end where all the schools can be accessed. Advanced energy control strategies will be implemented throughout the district.

ECM: E1 – Cartmell LED Lighting Upgrades
E2 – Kathryn Winn LED Lighting Upgrades
E3 – Middle School LED Lighting Upgrades
E4 – High School LED Lighting Upgrades
E5 – High School Outbuildings LED Lighting Upgrades

Facility: Cartmell ES, Kathryn Winn ES, Middle School, High School, High School Outbuildings (Child Development Center, IT Building, Maintenance Building, Conditioning Center)

Narrative: Comprehensive LED Lighting upgrades will be performed at all school owned buildings across the district. New lighting controls such as occupancy sensors and vacancy sensors will also be installed where appropriate.

ECM: E6 – Cartmell Solar PV Array

Facility: Cartmell ES

Narrative: This ECM includes a 90.4 kW solar array at Cartmell ES which will offset the building's electric load.

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ECM: G1– High School Envelope Upgrades

Facility: High School

Narrative: Spray foam insulation, weather stripping, window caulking, etc. will be used as needed to improve the exterior envelope of the High School. Including spray foam and a new drop ceiling in the FFA classroom. This will reduce heat loss in the heating months and heat gain in the summer months.

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Exhibit E – Energy Savings Guarantee

E.1 Guaranteed Energy Savings

CMTA guarantees the total annual level of energy savings to be achieved as a result of the installation and operation of the Energy Conservation Measures and provision of services provided for in this Contract in accordance with the methods of savings measurement and verification as set forth in E.*13 – Measurement and Verification Plan*. The Energy and Cost Savings Guarantee is set forth in annual increments for the term of the Contract as specified in the tables below and has been structured by CMTA to be sufficient to cover more than 50% of the portion of annual payments required to be made by the Owner as set forth in Exhibit H.

Table E.1.1 – Guaranteed Annual Energy Savings by Building

Facility	ECM	kWh Savings	kW Savings	Therms Savings	Utility Savings
Cartmell ES	E1, E6, C1	178,798	0	0	$ 19,530
Kathryn Winn ES	E2, C2	286,541	347	5,994	$ 24,254
Carroll Co MS	E3, C3	185,958	807(kVa)	0	$ 21,812
Carroll Co HS	E4, H1, G1, G2, C4	182,104	580	17,334	$ 31,929
Misc. Buildings	E5	19,663	0	0	$ 2,649
Total		**853,064**	**1,734**	**23,328**	**$ 100,175**

E.2 Energy Usage Baselines

The energy usage baselines are established based on a 3-year average (January 2017 – December 2019) analysis of each of the facilities as shown in *Exhibit J*. The Owner and CMTA agree that the energy baselines represented in *Exhibit J* are accurate.

E.3 Utility Rates

The utility rates that will be used to determine the cost savings associated with the energy reductions are presented in *Exhibit J*. These rates are based on the current tariff or rates identified on the utility invoices for each of the facilities. The Owner and CMTA agree that the utility rates represented in *Exhibit J* are accurate.

E.4 Utility Rate Escalations

The projected annual energy escalation rates used for determining energy cost savings were determined based on historical utility data analysis. The annual escalation rates used in this contract for electric and natural gas are 3.30%. The Owner and CMTA have reviewed the history of energy escalation and agree that these are the appropriate rates. The rate escalation will begin with the first annual reconciliation

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report. CMTA will review these rates annually through the measurement & verification plan to ensure each facility is on the most beneficial rate.

E.5 Operation and Maintenance (O&M) Savings

The O&M savings identified in the table below are the result of the project scope and have been reviewed and validated with the owner and are agreed to and stipulated for this contract. The various O&M savings come from the following:

- Lighting: Determined by examining material costs of lamps and ballasts that will no longer be needed as a result of using LED fixtures and tubes.
- Maintenance Avoidance: Determined by analyzing the cost of equipment repairs and replacements no longer needed post-project due to the geothermal WSHP installation.

The savings summarized below and will not be furthered measured or verified.

Facility	ECM	ECM Description	O&M Savings
Cartmell ES	E1	Cartmell - LED Lighting Upgrades	$834
Cartmell ES	C1	Cartmell - Controls Upgrades	$0
Cartmell ES	E6	Cartmell - Solar PV Array	$0
Kathryn Winn ES	C2	Kathryn Winn - Controls Upgrades	$276
Kathryn Winn ES	E2	Kathryn Winn - LED Lighting Upgrades	$0
Carroll Co MS	E3	Middle School - LED Lighting Upgrades	$1,499
Carroll Co MS	C3	Middle School - Controls Upgrades	$0
Carroll Co HS	E4	High School - LED Lighting Upgrades	$1,416
Carroll Co HS	C4	High School - Controls Upgrades	$411
Carroll Co HS	H1	High School - Geo WSHP Installation	$22,683
Carroll Co HS	G1	High School - Envelope Upgrades	$0
High School Outbuildings	E5	High School Outbuildings - LED Lighting Upgrades	$273
		Total	**$27,392**

E.6 Operational and Maintenance (O&M) Cost Escalation Rate

The projected annual O&M cost escalation rate used for determining O&M cost savings shown in the previous section is 3.30%. The Owner and CMTA agree that this is the appropriate rate.

E.7 Construction Phase Energy Savings

The energy consumption will be reduced during the construction period due to downtime of the building mechanical and electrical systems and other ECMs implemented by CMTA. The amount of energy savings will be determined by comparing the energy bills against the documented baseline

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period for each facility (where applicable). The construction phase energy savings will be credited towards the first-year energy savings figures in the appropriate year on the reconciliation report.

E.8 Rebates and Incentives

The rebate process will be administered by CMTA, and the funds will be the Owner's. $35,000 of rebates or incentives will be credited towards the first-year energy savings figures on the Year 1 M&V reconciliation.

The Owner agrees to allocated the Section 179D commercial buildings energy efficiency tax deduction(s) resulting from the upgrades of this contract to the Design Builder.

E.9 Commencement Date

The Commencement Date of the Energy Savings Guarantee shall be the first month after the month in which the project has been accepted by the Owner as Final Completion and Acceptance.

The Commencement Date shall not occur and the Owner shall not be required to accept the work under this Contract unless and until all Equipment installation for the Project Site(s) is completed by CMTA in accordance with the terms and conditions of this Contract. The Owner shall have 30 days after notification by CMTA to inspect and accept the project scope. The Owner reserves the right to reject the Equipment if installation fails to meet reasonable standards of workmanship, does not comply with applicable building codes, or is otherwise not in compliance with this Contract. CMTA shall be paid in full, including retainage, after the punch list is completed and CMTA has satisfied any and all claims for labor and materials and the BG-4 has been signed. The project close out will not be unreasonably withheld by the Owner.

Compensation payments due to CMTA for on-going services and maintenance under this Contract as set forth in Exhibit J and shall begin no earlier than 30 days from the Commencement Date as defined herein.

E.10 Owner Responsibilities

The Owner acknowledges that their involvement in this project is vital to achieve the guaranteed energy and O&M savings and agree to the following:

1. Provide CMTA with online access to utility bills, and/or provide utility bills in a timely fashion (within 10 days of receipt from the Utility company) for the term of the contract.
2. Provide CMTA with clearance for full remote access to building automation system for the term of the contract.
3. Properly operate, maintain, repair, and replace all equipment, components, and systems with similar operation functionality and/or efficiencies.
4. Maintain temperature setpoints and occupancy schedules as specified in *Exhibit I – District Energy Policy*.

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5. Notify CMTA of any changes to the buildings, utilization schedules, automation system sequences, or temperature setpoints. Any changes should be sub-metered or modeled with approved software to determine impact on energy usage.
6. Provide CMTA with access to the buildings to perform evaluations and analysis of system operation.
7. To implement an energy policy to establish temperature setpoint guidelines, protocol for scheduling buildings during unoccupied periods, and to prohibit staff from using personal refrigerators or electric space heaters which would offset the benefits of the upgrades performed in this project.
8. Ensure any further equipment replacements or changeouts will have controls either moved to the new equipment and/or upgraded as required so that the equipment is connected to the building automation system for purposes of properly controlling, scheduling, and maintaining setpoints agreed upon in *Exhibit I – District Energy Policy*. If in doubt, the Owner shall contact CMTA for consultation on proper equipment operation to be programmed for the new equipment.
9. Assign a staff member for the minimum purposes of managing building schedules and setbacks in accordance with section *Exhibit I – District Energy Policy*.
10. Continue the Measurement and Verification program as outlined in *Exhibit J – Support Services Agreement*. Should the M&V program be suspended for any given year, the Owner relieves CMTA of the guarantee liability for that same year and futures years. The Owner has the right to terminate the M&V program at any point throughout the term of the guarantee period.

E.11 Annual Review and Reimbursement/Reconciliation

Energy related cost savings shall be measured and/or calculated as specified in E.*13 – Measurement and Verification (M&V) Plan* and compared to E.*2 – Energy Usage Baseline*, and a report provided within sixty (60) days of the end of the guarantee year for the previous year for each anniversary of the Commencement Date.

A reconciliation report shall be provided within sixty (60) days after receiving all utility bills that represent the guarantee year for the previous year for each anniversary of the Commencement Date. The intent of this guarantee is to guarantee units of energy as depicted in table E.1.1.

In the event the Energy and Cost Savings achieved during a guarantee year are less than the Guaranteed Energy and Cost Savings, CMTA shall pay the Owner an amount equal to the deficiency. CMTA shall remit such payments to the Owner within 30 days of the reconciliation statement that determines monies are due.

When the total energy savings in any one year during the guarantee period exceed the Energy and Cost Savings Guarantee, such excess savings shall first be applied to reimburse CMTA for any payment CMTA made to Owner to meet CMTA's guarantee for previous years in which the energy savings fell short of CMTA's guaranteed savings. All other excess savings shall be retained by the Owner. Excess savings retained by the Owner shall carry forward and be added to the savings for any future year.

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E.12 Adjustments to the Guarantee

The Owner acknowledges that CMTA cannot be held responsible for items reasonably outside of CMTA control. These include the following factors:

1. Changes in the building construction, such as architectural features, square footage additions, building system changes, etc.
2. Weather variance from baseline years to current years. For purposes of documenting the baseline years (January 2017 – December 2019), the following parameters define the baseline period:
    a. Heating Degree Days (less than or equal to 65°F): 5,097 (average per year)
    b. Cooling Degree Days (greater than 65°F): 1,046 (average per year)
3. Addition of energy consuming equipment at the site.
4. Changes in occupancy.
5. Any changes to the operation of the facilities which have a substantial energy impact.
6. Owner's failure to adhere to operating and maintenance requirements as defined by the equipment manufacturer.
7. Owner's failure to fulfill the Owner's Responsibilities agreed to as outlined in E.*10.*

CMTA reserves the right to appropriately adjust the baseline for any of the above factors before calculating achieved savings. Adjustments shall be made with sub-metering equipment or by using modeled data from approved software. Baseline adjustments must be mutually agreed to the Owner and CMTA prior to being enacted. The Owner shall notify the CMTA in writing 60 days in advance of a circumstance that may warrant a baseline adjustment during the term of the guarantee period.

E.13 Measurement and Verification (M&V) Plan

E.13.1 M&V Plan Summary

The annual measurement and verification for this project will be based on the *International Performance Measurement and Verification Protocol (IPMVP)*. IPMVP provides four options for determining savings (Options A, B, C, and D). These options are summarized as follows:

Option A – Partially Measured Retrofit Isolation: Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the energy conservation measure's (ECM) affected system(s) and/or the success of the project. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. Typical applications may include a lighting retrofit, where the power drawn can be measured and hours of operation can be estimated. Savings that are guaranteed using this method are stipulated based on the assumptions used in the calculation methodology and are agreed to by the Owner.

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Option B - Retrofit Isolation: Savings are determined by field measurement of all key performance parameters which define the energy use of the ECM-affected system. Typical applications may include a variable frequency drive retrofit where both energy usage and hours of operation are documented.

Option C - Whole Facility Meter Comparison: Savings are determined by measuring energy use at the whole facility or sub-facility level. This approach is likely to require a regression analysis or similar to account for independent variables such as weather conditions. Typical examples may include measurement of a facility where several ECMs have been implemented, or where the ECM is expected to affect all equipment in a facility.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This Option usually requires considerable skill in calibrated simulation. Typical applications may include measurement of a facility where several ECMs have been implemented, but no historical energy data is available.

The Measurement and Verification Plan utilized to reconcile the savings excess/shortfall is illustrated in the following table.

Table E.13.1 – Measurement and Verification Plan Summary

Facility	ECM	ECM Description	IPMVP Option
Cartmell ES	E1	Cartmell - LED Lighting Upgrade	C
Cartmell ES	C1	Cartmell - Controls Upgrade	C
Cartmell ES	E6	Cartmell - Solar PV Array	C
Kathryn Winn ES	C2	Kathryn Winn - Controls Upgrade	C
Kathryn Winn ES	E2	Kathryn Winn - LED Lighting Upgrade	C
Carroll Co MS	E3	Middle School - LED Lighting Upgrade	C
Carroll Co MS	C3	Middle School -Controls Upgrade	C
Carroll Co HS	E4	High School - LED Lighting Upgrade	C
Carroll Co HS	C4	High School - Controls Upgrade	C
Carroll Co HS	H1	High School - Geo WSHP Installation	C
Carroll Co HS	G1	High School - Envelope Upgrades	C
High School Outbuildings	E5	High School Outbuildings - LED Lighting Upgrade	A

E.13.2 E5 – LED Lighting Upgrades – High School Outbuildings (IT Building, Conditioning Center, Maintenance Building, Child Development Center)

Savings Calculations:

Lighting energy savings for both the baseline (old) and post-project (new) conditions were based upon the following equations:

$$\text{kW Savings} = (\text{kW})_{\text{old}} - (\text{kW})_{\text{new}}$$

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$$\text{kWh Savings} = \text{kW Savings} \times \text{Annual Operating Hours}$$

Where,

kW_{old} = the total power consumed by the baseline fixture
kW_{new} = the total power consumed by the retrofit/new fixture
Annual Operating hours = the existing annual burn hours for the fixture

Energy Savings for lighting controls:

$$\text{kWh Savings} = \text{kW of Controlled Lighting} \times (\text{Existing Hours} - \text{New Hours})$$

The existing hours and new hours for each facility will vary according to the use of the space, see the lighting spreadsheet calculations in Exhibit J for details.

M&V Plan Summary

1. *Measurement and Verification Method*: Option A – Field measurements will be performed on defined variables. Other variables will be stipulated.
2. *What is measured*: The power (watts) of existing fixtures and the power (watts) of the new retrofitted or replaced fixtures will be measured.
3. *Sample size (or population) measured*: The power (watts) of 5% of each type of fixture will be measured if manufacturer's data is unavailable. For cases where 5% of the number of fixtures is less than one (i.e., if there are less than 20 fixtures of a certain type), no measurements will be performed due to minimal impact on the overall savings.
4. *How measurements are performed:* Power (watt) measurements will be performed with a handheld true-RMS meter. Where applicable, the measurements will be performed at a wall switch. If it is not possible to isolate the fixtures on one switch, then measurements will be performed at the individual fixture.
5. *How measurements are used to determine the actual savings*: The average pre- and post-field measurements (watts) will be inserted in the calculation spreadsheet to determine the actual savings.
6. *How often measurements are performed*: Pre-retrofit power measurements will be taken once, immediately before work begins. Post-retrofit power measurements will be taken once, after installation.

E.13.3 C1 – Controls Upgrade – Cartmell, E1 – LED Lighting Upgrades – Cartmell, E6 – Cartmell Solar Array

Savings Calculations:

Option C, whole facility meter comparison is utilized for facilities receiving significant renovations or energy savings upgrades from multiple ECMs (HVAC upgrades, controls upgrades, and/or LED lighting).

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The owner acknowledges that CMTA cannot be held responsible for items reasonably outside of CMTA control. These include, but are not limited to, the following factors:

i. Changes in the building construction, such as architectural features, square footage additions, building system changes, etc.
ii. Weather variance from baseline years to current years.
iii. Addition of energy consuming equipment at the site.
iv. Any changes to the operation of the facilities which have a substantial energy impact.
v. Owner's failure to adhere to operating and maintenance requirements as defined by the equipment manufacturer.
vi. CMTA reserves the right to appropriately adjust the baseline for any of the above factors before calculating achieved savings. Adjustments shall be made with sub-metering equipment or by using modeled data from approved software.

M&V Plan Summary

1. *Measurement and Verification Method*: Option C – Whole Facility Meter Comparison: Savings are determined by measuring energy use at the whole facility or sub-facility level.
2. *What is measured*: Utility Bill
3. *Sample size (or population) measured*: 12 months will be used as an average.
4. *How measurements are performed*: CMTA will have remote access to the building utility information in order to track guarantee.
5. *How measurements are used to determine the actual savings*: 12 months of building demand data will be analyzed to verify that the metered demand and/or metered consumption is sufficient to cover the guarantee.
6. *How often measurements are performed:* CMTA will monitor utility bills monthly and compare to guarantee. Additionally, CMTA will access the utility bills remotely at a minimum frequency of once every 6 months to verify consumption.

E.13.4 C2 – Controls Upgrade – Kathryn Winn, E2 – LED Upgrade – Kathryn Winn

Savings Calculations:

Option C, whole facility meter comparison is utilized for facilities receiving significant renovations or energy savings upgrades from multiple ECMs (HVAC upgrades, controls upgrades, and/or LED lighting).

The owner acknowledges that CMTA cannot be held responsible for items reasonably outside of CMTA control. These include, but are not limited to, the following factors:

i. Changes in the building construction, such as architectural features, square footage additions, building system changes, etc.
ii. Weather variance from baseline years to current years.

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iii. Addition of energy consuming equipment at the site.
iv. Any changes to the operation of the facilities which have a substantial energy impact.
v. Owner's failure to adhere to operating and maintenance requirements as defined by the equipment manufacturer.
vi. CMTA reserves the right to appropriately adjust the baseline for any of the above factors before calculating achieved savings. Adjustments shall be made with sub-metering equipment or by using modeled data from approved software.

M&V Plan Summary

1. *Measurement and Verification Method*: Option C – Whole Facility Meter Comparison: Savings are determined by measuring energy use at the whole facility or sub-facility level.
2. *What is measured*: Utility Bill
3. *Sample size (or population) measured*: 12 months will be used as an average.
4. *How measurements are performed*: CMTA will have remote access to the building utility information in order to track guarantee.
5. *How measurements are used to determine the actual savings*: 12 months of building demand data will be analyzed to verify that the metered demand and/or metered consumption is sufficient to cover the guarantee.
6. *How often measurements are performed:* CMTA will monitor utility bills monthly and compare to guarantee. Additionally, CMTA will access the utility bills remotely at a minimum frequency of once every 6 months to verify consumption.

E.13.5 C3 – Controls Upgrade – Middle School, E3 – LED Upgrade – Middle School

Savings Calculations:

Option C, whole facility meter comparison is utilized for facilities receiving significant renovations or energy savings upgrades from multiple ECMs (HVAC upgrades, controls upgrades, and/or LED lighting).

The owner acknowledges that CMTA cannot be held responsible for items reasonably outside of CMTA control. These include, but are not limited to, the following factors:

vii. Changes in the building construction, such as architectural features, square footage additions, building system changes, etc.
viii. Weather variance from baseline years to current years.
ix. Addition of energy consuming equipment at the site.
x. Any changes to the operation of the facilities which have a substantial energy impact.
xi. Owner's failure to adhere to operating and maintenance requirements as defined by the equipment manufacturer.

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xii. CMTA reserves the right to appropriately adjust the baseline for any of the above factors before calculating achieved savings. Adjustments shall be made with sub-metering equipment or by using modeled data from approved software.

M&V Plan Summary

7. *Measurement and Verification Method*: Option C – Whole Facility Meter Comparison: Savings are determined by measuring energy use at the whole facility or sub-facility level.
8. *What is measured*: Utility Bill
9. *Sample size (or population) measured*: 12 months will be used as an average.
10. *How measurements are performed*: CMTA will have remote access to the building utility information in order to track guarantee.
11. *How measurements are used to determine the actual savings*: 12 months of building demand data will be analyzed to verify that the metered demand and/or metered consumption is sufficient to cover the guarantee.
12. *How often measurements are performed:* CMTA will monitor utility bills monthly and compare to guarantee. Additionally, CMTA will access the utility bills remotely at a minimum frequency of once every 6 months to verify consumption.

E.13.6 C4 – Controls Upgrade – High School, E4 – LED Upgrade – High School, H1 – Geothermal WSHP Installation, G1 – Envelope Upgrades

Savings Calculations:

Option C, whole facility meter comparison is utilized for facilities receiving significant renovations or energy savings upgrades from multiple ECMs (HVAC upgrades, controls upgrades, and/or LED lighting).

The owner acknowledges that CMTA cannot be held responsible for items reasonably outside of CMTA control. These include, but are not limited to, the following factors:

xiii. Changes in the building construction, such as architectural features, square footage additions, building system changes, etc.
xiv. Weather variance from baseline years to current years.
xv. Addition of energy consuming equipment at the site.
xvi. Any changes to the operation of the facilities which have a substantial energy impact.
xvii. Owner's failure to adhere to operating and maintenance requirements as defined by the equipment manufacturer.
xviii. CMTA reserves the right to appropriately adjust the baseline for any of the above factors before calculating achieved savings. Adjustments shall be made with sub-metering equipment or by using modeled data from approved software.

M&V Plan Summary

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13. *Measurement and Verification Method*: Option C – Whole Facility Meter Comparison: Savings are determined by measuring energy use at the whole facility or sub-facility level.
14. *What is measured*: Utility Bill
15. *Sample size (or population) measured*: 12 months will be used as an average.
16. *How measurements are performed*: CMTA will have remote access to the building utility information in order to track guarantee.
17. *How measurements are used to determine the actual savings*: 12 months of building demand data will be analyzed to verify that the metered demand and/or metered consumption is sufficient to cover the guarantee.
18. *How often measurements are performed:* CMTA will monitor utility bills monthly and compare to guarantee. Additionally, CMTA will access the utility bills remotely at a minimum frequency of once every 6 months to verify consumption.

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Exhibit F – Annual Reconciliation Statement Example

The following pages represent an example format for the documentation and reporting of the Annual Reconciliation Statement.

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October 12, 2021

Breckinridge County Schools
86 Airport Road
Hardinsburg, KY 40143

Attn: Dr. Nick Carter, Superintendent
Re: Year 1 Annual Reconciliation Report

Dr. Carter,

CMTA Energy Solutions is pleased to provide you with the attached report showing how the completed Guaranteed Energy Savings Contract for Breckinridge County Schools has performed over the past 15 months, construction phase through Year 1. The Construction Phase is defined as June 2020 through August 2020, and the Year 1 period as September 2020 through August 2021. All energy savings reported in the attached document reflect this 15-month timeframe.

The Year 1 measurement and verification revealed that the actual monetary savings of the district exceeded the guaranteed savings per the Savings Summary featured in Exhibit E of the Guaranteed Energy Savings Contract. This was executed between CMTA and Breckinridge County Schools on March 16, 2020. The excess electrical, fuel, and water savings added up to a total monetary savings that exceeded the Year 1 guarantee by +59%. *Breckinridge County Schools saved a total of* ***$424,373,*** resulting in *excess savings of* ***$156,815*** above the Year 1 savings guarantee of $267,558

We appreciated the opportunity to work with Breckinridge County Schools on this project. Through this project, CMTA was able to improve the learning environments of schools across the district while substantially reducing operational costs and setting up these facilities for a sustainable future. The following report shows real, meter-read data that is compared to our guarantee and the baseline provided for each individual school. CMTA is excited to report that *Breckinridge County Schools was one of the most energy efficient school districts in all of Kentucky this past year.* Please let me know if you have any questions.

Sincerely,

Andrew Survant

Andrew Survant, PE
CMTA Energy Solutions

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BRECKINRIDGE COUNTY SCHOOLS

Guaranteed Energy Savings Contract

Construction Phase & Year 1 Reconciliation Report

June 2020 – August 2021

CMTA Energy Solutions

MEP Engineering | Performance Contracting | Zero Energy Engineering | Commissioning

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Table of Contents:

1. Executive Summary
2. Scope of Work Summary
3. Contract Energy Baseline Data
4. District Summary
5. Building Energy Data

Executive Summary

CMTA is pleased to present this Year 1 Reconciliation Report for Breckinridge County Schools. The Construction Phase combined with the Year 1 savings period is defined as June 2020 through August 2021, with the Construction Phase defined as June 2020 through August 2020 and Year 1 as September 2020 through August 2021. All energy savings reported in this document reflect this 15-month timeframe. *The total utility savings for this Year 1 Reconciliation Report is **$424,373**,* which is ***$156,815 (59%)** above the guarantee* of $267,558. The report herein will describe in detail how these savings are accounted. **It should be noted that all non-stipulated data in this report are taken directly from the actual utility bills. No baseline adjustments or modifications were made to the utility data, and Breckinridge County Schools retained 100% of the savings outlined in this report.**

Table 1-1 below contains the basic project and scope of work information.

Contract Start Date	March 16, 2020
Contract Year	1
Current Savings Period	June 2020 - August 2021
Report Type	Construction Phase and Year 1 Reconciliation Report
Buildings	8 Buildings
Report Date	October 11, 2021

Table 1-1: Project Details

Breckinridge County Schools saw savings in the following forms: reduced electricity consumption and demand, reduced water consumption, elimination of leased lighting, and electric meter consolidation. Table 1-2 below breaks down the energy and monetary savings achieved from each.

	Construction Period Energy Saved		Year 1 Energy Saved		Total Energy Saved	Cost Savings	
	Guaranteed	Actual	Guaranteed	Actual		Guaranteed	Actual
Electricity Consumption (kWh)	-	860,034	1,959,065	2,788,946	3,648,980	$148,210	$275,830
Electricity Demand (kW)	-	2,110	6,828	6,795	8,905	$77,361	$100,891
Natural Gas & Propane (therms)	-	8,577	48,783	47,956	56,533	$31,745	$36,246
Water* (kgal)	-	83	491	491	574	$10,242	$11,406
					Total Cost Savings	$267,558	$424,373

Table 1-2: Construction Phase and Year 1 Utility Savings Summary – All Buildings

Overall, CMTA is extremely pleased with the progress and energy savings to date at the Breckinridge County Schools project. The actual utility data demonstrates that the project continues to use less energy than what was guaranteed, which translates into excess savings for Breckinridge County. CMTA is excited to report that *Breckinridge County Schools was one of the most energy efficient school districts in all of Kentucky this past year.*

Scope of Work Summary

The following narratives describe the Energy Conservation Measures included in the scope of the project per Exhibit D of the contract.

H1: HVAC Renovations

Breckinridge County High School:

- Removed existing chiller and boiler plants, removal of existing VAV air handling units
- Installed new geothermal wellfield and variable air volume water source heat pumps
- VAV box terminal unit replaced throughout school
- Installed water-to-water heat pumps and condensing boiler for VAV box reheat loop
- Installed outside air energy recovery unit and alterations to exhaust air system

Custer Elementary School:

- Replaced 13 existing DX/Propane Packaged Rooftop Units
- Installed 2 new Rooftop Units in place of existing PTAC and Ductless Mini Split units.

H2: HVAC Control System Upgrades

This ECM included full DDC control system upgrade as a part of the new HVAC system installations and implementation of equipment schedules, optimal start logic, demand limiting controls sequences, and other energy saving controls sequences. Existing legacy controls systems were integrated into the new web-based front end.

Facilities: Breckinridge County High School, Breckinridge County Middle School, Custer Elementary School, Ben Johnson Elementary

H3: HVAC Controls Retro-Commissioning

HVAC Controls retro-commissioning was performed at schools with existing DDC controls systems. This ECM ensured that the existing buildings, equipment, and systems achieved their maximum possible performance. Retro-commissioning activities systematically addressed any deviations or shortcomings in setpoints, scheduling, and controls sequences as well as targeting any failed components in the controls systems that negatively affected building energy performance.

Facilities: Breckinridge County High School, Breckinridge County Middle School, Custer Elementary School, Ben Johnson Elementary

E1: Lighting Retrofits and Replacements

This ECM involved retrofitting fluorescent and incandescent lamps and ballasts with LED lamps and drivers; replacing high bay, metal halide, high-pressure sodium, low-pressure sodium, and mercury vapor fixtures with LED fixtures; retrofitting exit signs with new LED exit signs; replacing broken lenses; and replacing exterior lighting with LED fixtures and lamps.

Facilities: Breckinridge County High School, Breckinridge County Middle School, Custer Elementary School, Ben Johnson Elementary, District Office, Annex Building

E2: Electrical Power Refeed

The existing electrical account serving the Football field lights and Fieldhouse building was closed and power was refed from Breckinridge County Middle School. The electrical demand charges and monthly account fees previously billed on the football lighting account were eliminated in this change.

Facilities: Breckinridge County Middle School

E3: Solar PV Array Installation

This ECM involved installing new roof-mounted photovoltaic solar panels. Two 66.3 kW arrays were installed.

Facilities: Irvington Elementary School, Hardinsburg Elementary School

P1: Water Efficiency Upgrades

This ECM involved installing new fixtures, flush valves, and/or faucet aerators as required to achieve the water savings included in the contract.

Facilities: Breckinridge County Middle School, Custer Elementary School, Ben Johnson Elementary

Contract Energy Baseline Data

Table 3-1 below indicates the annual utility baseline for each facility, which can be found in the guaranteed energy savings contract Exhibit E – Table E.1.1. The table features the 12-month cumulative usage and demand based on a 3-year average prior to construction except where noted.

Baseline Conditions						
Facility	Floor Area (SF)	Electric (kWh/yr)	Demand (kW/yr)	Natural Gas (Therms/yr)	EUI (kBtu/sf)	Water (kGal)
Breckinridge County High School	137,213	2,396,640	7,371	52,771	98.1	1,621
Breckinridge County Middle School	95,316	1,133,844	3,276	8,465	49.5	626
BCMS Fieldhouse	4,908	80,171	720	–	55.7	80
Custer Elementary School	36,652	368,399	1,506	6,788	52.8	318
Ben Johnson Elementary School	33,068	358,173	1,404	6,784	57.5	299
Hardinsburg Elementary School*	72,203	479,001	2,045	–	22.6	–
Irvington Elementary School*	82,718	526,500	2,236	–	21.7	–
District Office	6,438	93,080	397	–	49.3	–
Annex Building	8,917	139,373	344	–	53.3	–

**1-year baseline used due to recent facility construction*

Table 3-1: Annual Baseline Energy Data

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District Summary

The following is CMTA's Year 1 Reconciliation Report for Breckinridge County Schools. June 2020 through August 2020 defines the Construction Phase and September 2020 through August 2021 defines the first annual savings period, or Year 1. All energy savings reported herein reflect this 15-month timeframe.

All energy savings featured throughout this report originate from the utility bills for the timeframe analyzed and include electrical consumption, electrical demand, water consumption, leased lighting savings, and rebates. Energy consumed by the facilities associated with this project were compared to the energy usage baselines that are summarized in Section 3, "Energy Baseline Data," of this report. The energy usage difference between the baseline and the actual energy usage for the timeframe analyzed was translated to monetary savings using the rates set forth for each facility as defined in Exhibit F of the guaranteed energy savings contract (GESC).

Please note that per the guaranteed energy savings contract Exhibit E – Section E.7, construction phase savings are counted towards the Year 1 Reconciliation Report. The guarantee does not begin until the commencement date, which is defined as the first day of the month after the project is accepted by the owner as final.

Construction Phase (Year 0)

During the construction phase, the project experienced electrical consumption and electrical demand savings. There was a slight increase in expenses for water consumption. A building-by-building breakdown of these savings and expenses can be seen in Table 4-1 below.

Construction Period Savings				
Facility	Electric Usage (kWh)	Electric Demand (kW)	Fuel (Therms)	Water (kGal)
Breckinridge County High School	678,240	1,545	8,914	–
Breckinridge County Middle School	106,516	436	102	58
Custer Elementary School	35,685	83	-409	-14
Ben Johnson Elementary School	35,567	27	-30	39
Hardinsburg Elementary School	–	–	–	–
Irvington Elementary School	–	–	–	–
District Office	-2,360	–	–	–
Annex Building	6,386	19	–	–
Total	**860,034**	**2,110**	**8,577**	**83**

Table 4-1: Construction Phase Energy and Resource Savings by Building

Construction Phase (Year 0) Summary

The construction phase of the project experienced savings totaling $95,456. Table 4-2 breaks down these dollar savings by electricity, fuel, and water.

Construction Period Savings		
Facility	**Energy Saved**	**Dollar Value**
Electric Usage (kWh)	860,034	$65,076
Electric Demand (kW)	2,110	$23,908
Fuel (Therms)	8,577	$5,309
Water (kGal)	83	$1,163
Total Cost Savings:		**$95,456**

Table 4-2: Construction Phase Dollar Savings – Electrical, Water, Leased Lighting, and Rebates

Tables 4-1 shows minor deficits in select utilities during the construction phase for Custer Elementary, Ben Johnson Elementary, and the District Office. The collected savings at the other facilities and other utilities greatly overwhelmed this deficit, however, so the construction phase still experienced significant positive dollar savings as shown in Table 4-1. These savings will later be added to the project's Year 1 savings.

Year 1

Figures 4-3 through 4-5 show the main district facilities' overall performance in Year 1. The orange line represents the district's baseline usage on guaranteed utility accounts, the blue line represents the district's guaranteed usage, and the green line represents the district's actual usage.

Note that Hardinsburg Elementary School and Irvington Elementary School are excluded from Figures 4-3 through 4-6. The only ECM performed at HES and IES was Solar PV Array installation and as a result, guaranteed savings are not calculated by comparison to whole-building baselines but instead structured in terms of a guaranteed PV Array production output.

Electric

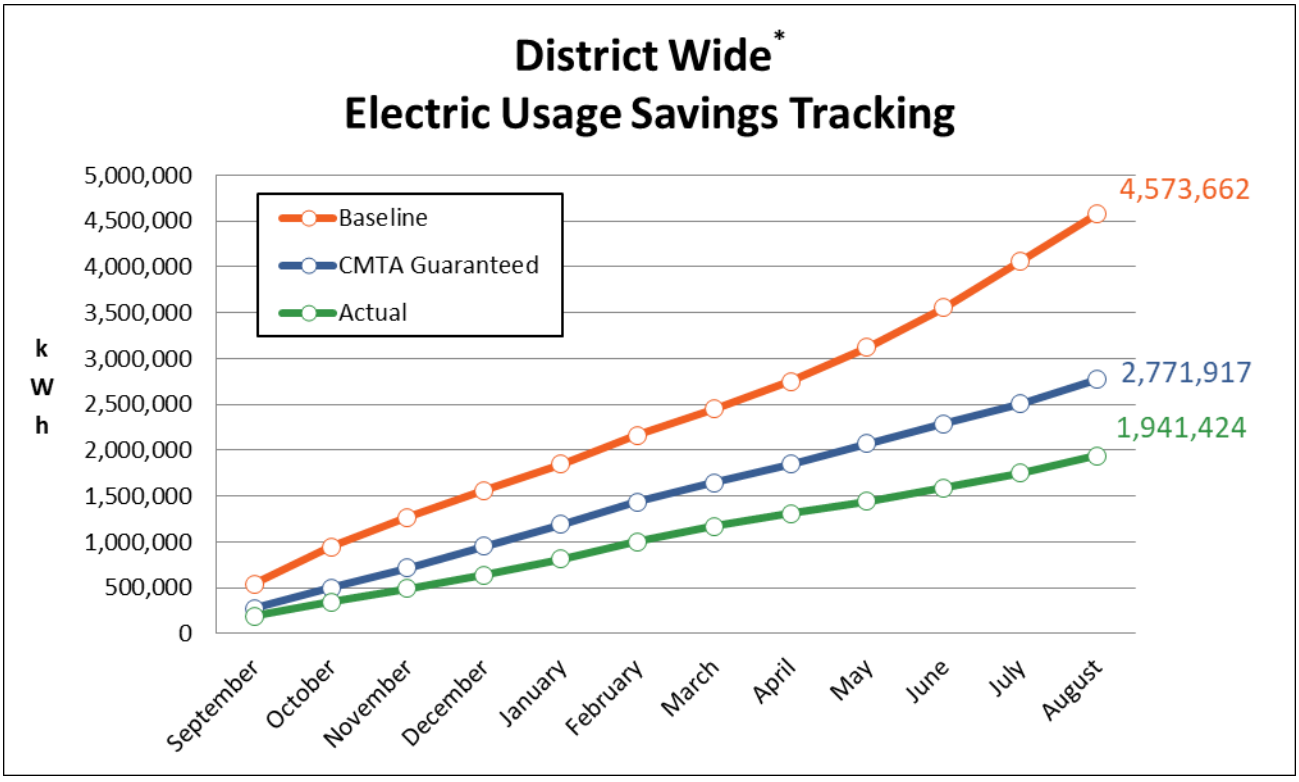


Figure 4-3: Breckinridge County Schools Electrical Consumption Tracking Year 1

Figure 4-1 shows that the district's electrical consumption performance far exceeded the guarantee for Year 1. The green line, actual consumption, is well below the blue line, guaranteed consumption. Electrical consumption was reduced by more than half in the accounts tracked within this report.

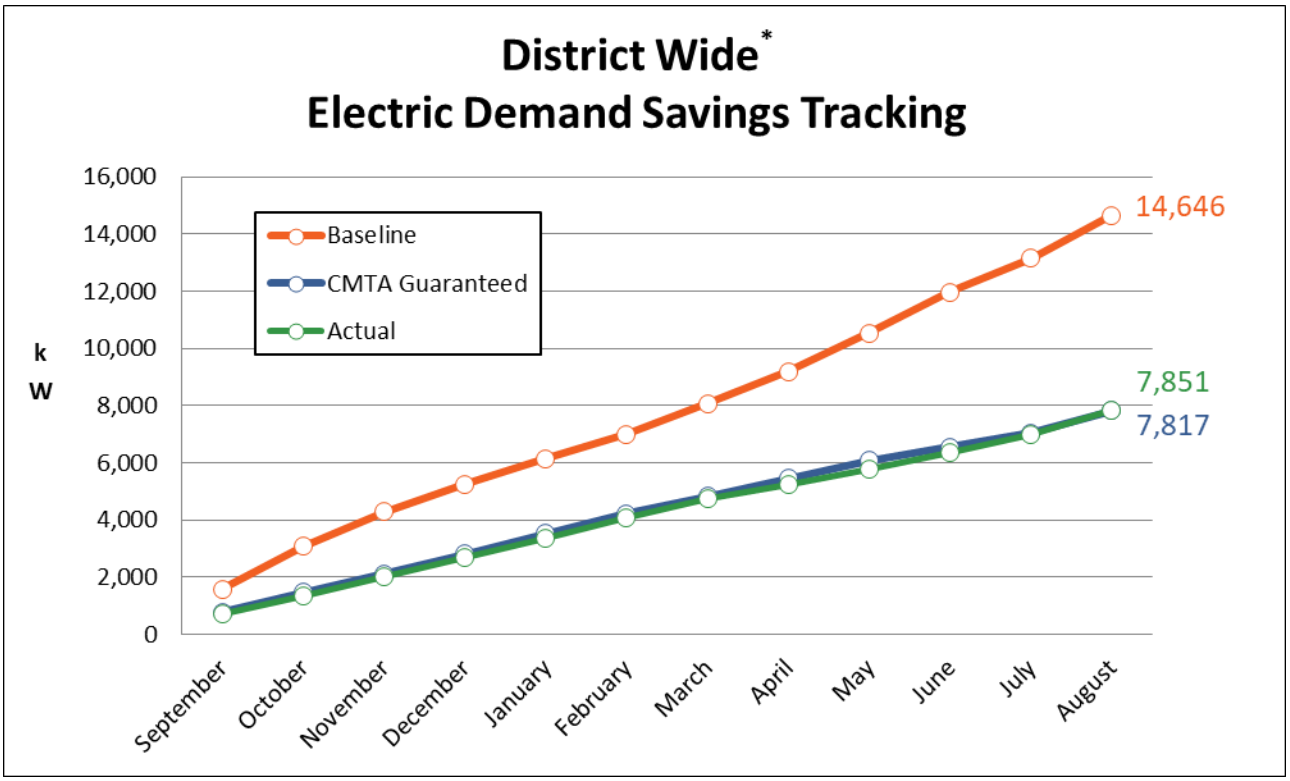


Figure 4-4: Breckinridge County Schools Electrical Demand Tracking Year 1

Figure 4-4 shows that the district's electrical demand narrowly missed the guarantee for Year 1. The green line, actual consumption, ends slightly above the blue line, guaranteed consumption. This was caused by the controls demand limiting software being disabled for a week at Breckinridge County Middle School by Breckinridge County Schools staff causing a spike of 170 kW above the monthly projection. Demand is billed based on the single maximum electric draw at the facility each billing period so even temporarily disabling this function of the building controls system can result in a substantive increase on the monthly bill. See the Breckinridge County Middle School data in the Building Energy Data section of this report for more details. While this guarantee was not met, the excess monetary savings from electrical consumption more than makes up for the savings shortfall (see Table 4-11). CMTA expects the future savings to exceed the guarantee in this metric as they did for the majority of the contract year.

Fuel

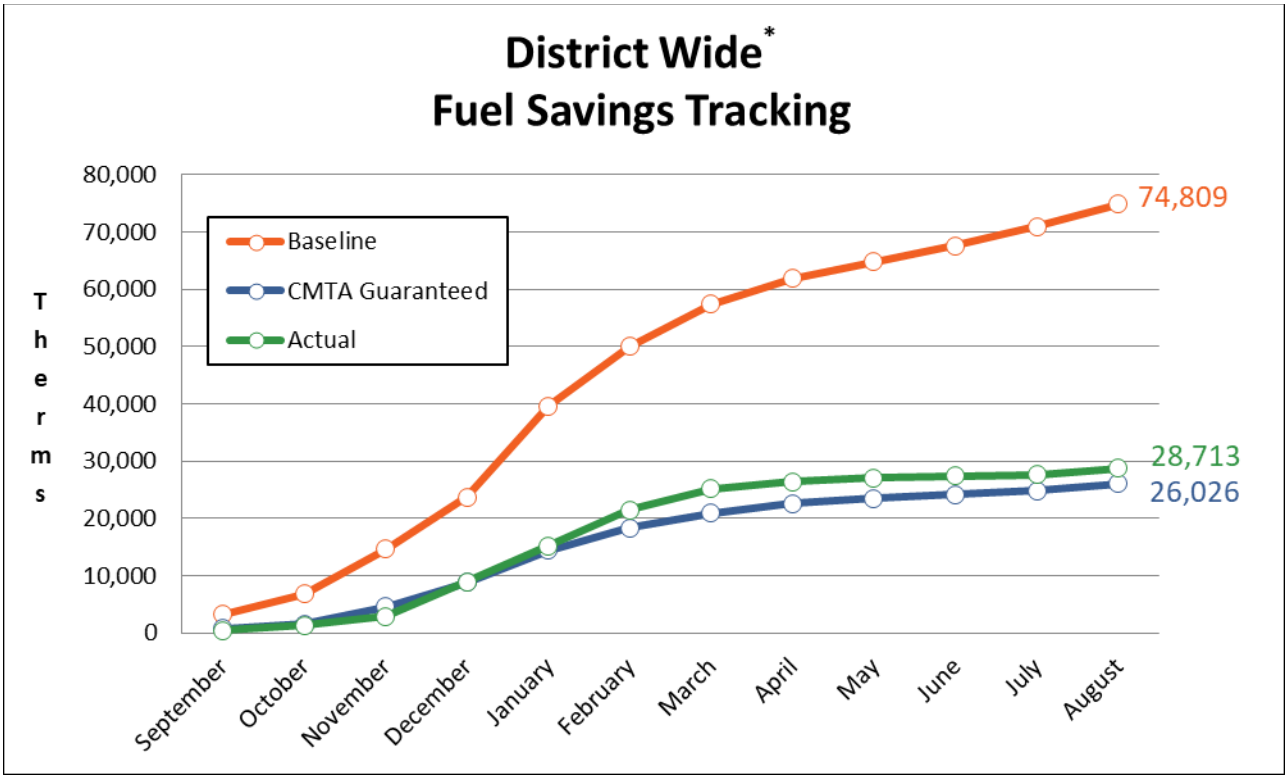


Figure 4-5: Breckinridge County Schools Fuel Tracking Year 1

Figure 4-5 shows that the district's fuel consumption narrowly missed the guarantee for Year 1. The green line, actual fuel consumption, ends slightly above the blue line, guaranteed fuel consumption. This was driven by two primary factors – an unseasonably cold heating season and increased ventilation levels across all facilities to improve indoor air quality during the ongoing COVID-19 pandemic. These factors and fuel performance results are common this year across the other facilities and school districts CMTA is monitoring. Substantial fuel savings were still achieved across the district, driven by a 92% reduction in natural gas consumption at Breckinridge County High School due to the geothermal HVAC renovation. While the total fuel guarantee was not met in year 1, the excess monetary savings from electrical consumption more than makes up for the savings shortfall (see Table 4-11). CMTA expects fuel performance to improve in subsequent years as the mitigating factors subside.

Water

Plumbing fixture upgrades were installed at Breckinridge County Middle School, Custer Elementary School, and Ben Johnson Elementary School. Water consumption for this ECM were guaranteed using Option A: Partially Measured Retrofit Isolation For toilets and urinals, the following equation is used:

Toilet and Urinal Retrofits:

$$\text{Water Savings} = (\#\text{ of Fixtures Replaced}) \times [(\text{GPF})_{old} - (\text{GPF})_{new}] \times (\text{Flushes per Day})$$

Sink Aerators:

$$\text{Water Savings} = (\#\text{ of Fixtures Replaced}) \times [(\text{GPM})_{old} - (\text{GPM})_{new}] \times (\text{Annual Operating Minutes})$$

Per the M&V Plan Summary in Exhibit E of the contract – Section E.13, the old and new GPF and GPMs were sampled; flowrates were measured for 5% of each fixture type. The results can be seen below in Table 4-6.

Water Fixture Upgrade Savings		
Fixture Type	Baseline GPF or GPM	New GPF or GPM
Toilets	3.49	1.28
Urinals	1.19	0.13
Faucets	2.10	0.59

Table 4-6: Old and New Fixture Flowrate Averages

The flowrates and GESC *Annual Flushes* and *Annual Operating Minutes* were used in the above equations to calculate water savings. Other variables including Flushes per Day and Annual Operating Minutes were stipulated.

Prior to the HVAC renovation as Breckinridge County High School, domestic water was sprayed on the remote chiller condensers by the rear parking lot during high load periods in the cooling season. Water consumption savings from the elimination of sprinkler use in this capacity following the geothermal HVAC renovation was guaranteed per the following equation:

$$\text{Water Savings} = (\#\text{ of Sprinklers}) \times \text{GPM}_{sprinkler} \times (\text{Annual Operating Minutes})$$

Per the M&V Plan Summary in Exhibit E of the contract – Section E.13, visual inspections were performed to ensure that portable sprinklers were no longer utilized in this function following the removal of the chiller system. Visual inspections confirmed that sprinklers were no longer being used in this function and other variables including Annual Operating Minutes were stipulated.

Solar

Solar PV Arrays were installed at Hardinsburg Elementary School and Irvington Elementary School. As this was the only ECM performed at these facilities, savings are not guaranteed relative to a building baseline but instead a production level of electricity is guaranteed. Solar production was guaranteed using Option B: Retrofit Isolation where the solar inverters record all electrical production from the arrays.

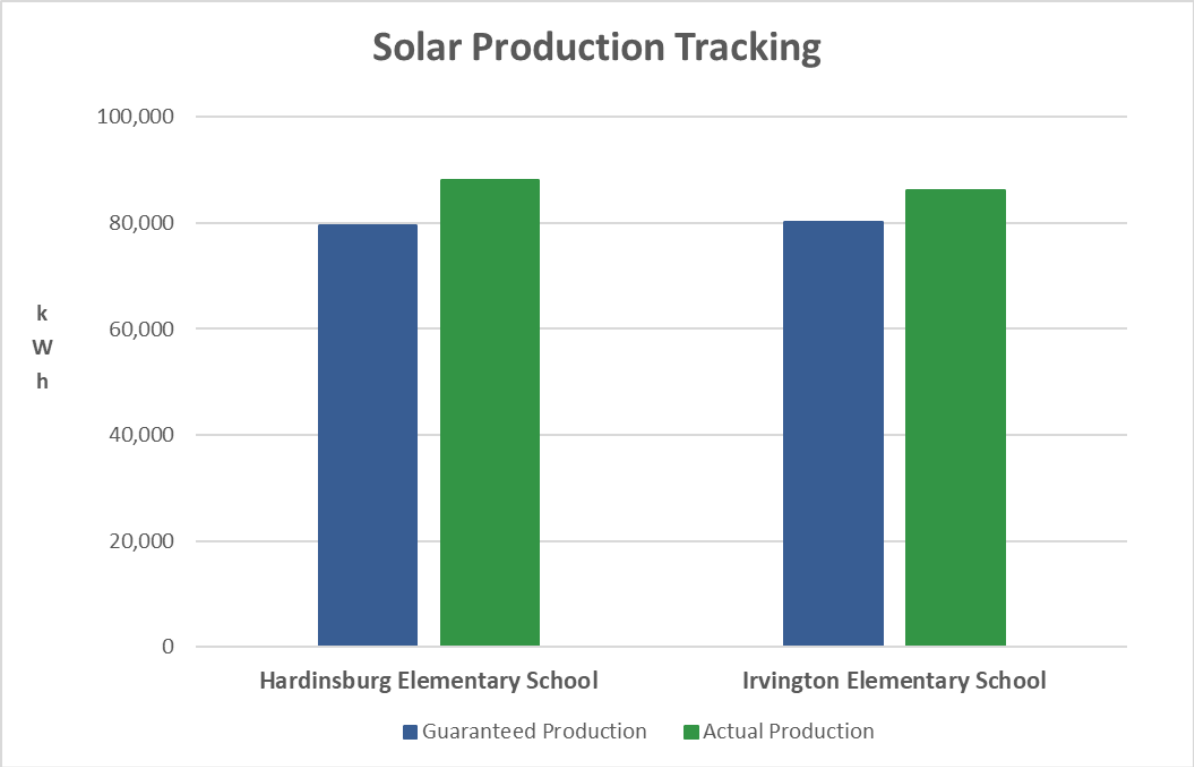


Figure 4-7: Solar Production Tracking Year 1

Figure 4-7 shows that both solar arrays exceeded their production guarantees for Year 1. The green bar, actual production, exceeds the blue bar, guaranteed production.

Year 1 Summary

During Year 1, the project experienced energy savings in the form of electrical consumption, electrical demand, fuel, and water consumption savings. A building-by-building breakdown of these energy savings can be seen in Table 4-8 below.

Year 1 Savings				
Facility	Electric Usage (kWh)	Electric Demand (kW)	Fuel (Therms)	Water* (kGal)
Breckinridge County High School	1,524,960	4,215	50,500	138
Breckinridge County Middle School	693,546	1,430	-819	242
Custer Elementary School	196,261	619	-568	75
Ben Johnson Elementary School	149,962	462	-1,158	36
Hardinsburg Elementary School	88,006	–	–	–
Irvington Elementary School	86,198	–	–	–
District Office	20,640	–	–	–
Annex Building	29,373	68	–	–
Total	**2,788,946**	**6,795**	**47,956**	**491**

Table 4-8: Year 1 Energy and Resource Savings by Building

Year 1 of the project experienced utility savings totaling $328,917. Table 4-9 breaks down these dollar savings by electricity, water, and leased lighting.

Year 1 Savings		
Facility	Energy Saved	Dollar Value
Electric Usage (kWh)	2,788,946	$210,754
Electric Demand (kW)	6,795	$76,983
Fuel (Therms)	47,956	$30,937
Water (kGal)	491	$10,242
Total Cost Savings:		**$328,917**

Table 4-9: Year 1 Utility Dollar Savings

Combined Construction (Year 0) and Year 1

Per Exhibit E of the contract, Construction Phase savings are to be added to Year 1 savings and reported as a combined Year 1 summary. The combined total Year 1 savings for the district total $424,373, **exceeding the Year 1 guarantee by $156,815 (+59%).** These total savings are outlined in Table 4-10.

	Construction Period Energy Saved		Year 1 Energy Saved		Total Energy Saved	Cost Savings	
	Guaranteed	Actual	Guaranteed	Actual		Guaranteed	Actual
Electricity Consumption (kWh)	-	860,034	1,959,065	2,788,946	3,648,980	$148,210	$275,830
Electricity Demand (kW)	-	2,110	6,828	6,795	8,905	$77,361	$100,891
Natural Gas & Propane (therms)	-	8,577	48,783	47,956	56,533	$31,745	$36,246
Water* (kgal)	-	83	491	491	574	$10,242	$11,406
					Total Cost Savings	$267,558	$424,373

Table 4-10: Total Combined Construction Phase and Year 1 Dollar Savings

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Building-by-Building Energy Data

This section outlines the performance for each facility, compared to the baseline and guarantee. Each building includes a Year 1 summary to create a clear depiction of how each utility at each facility is performing. In each figure, there is a baseline performance (orange line), guaranteed performance (blue line), and an actual performance (green line). When the actual performance (green line) is ***below*** the guaranteed performance (blue line), that utility is outperforming the guarantee, resulting in excess savings for the Breckinridge County Schools.

Domestic Water savings were met per the contractual Measurement and Verification methods outlined in Section 4 – District Summary. For reference and as an added value to Breckinridge County Schools, CMTA continues to monitor the water utility bills at the above facilities. Observations from this effort are communicated with district staff. Observations include identifying a likely water leak at Custer Elementary School beginning in February 2021, substantially increased domestic water usage at Breckinridge County High School potentially due to a water leak or the ongoing capital construction project, and domestic water savings that exceed projections at Breckinridge County Middle School and Ben Johnson Elementary. Figures depicting water usage are included *for reference only*.

Breckinridge County High School

Breckinridge County High School (BCHS) saved **$271,041** in utility costs, yielding **$103,027 (61%)** excess savings from the guaranteed **$168,014**.

Breckinridge County High School		
Facility	**Construction Savings**	**Year 1 Savings**
Electric Usage (kWh)	$51,275	$115,287
Electric Demand (kW)	$17,506	$47,760
Fuel (Therms)	$5,883	$33,330
Total Cost Savings:		**$271,041**

Table 5-1: Breckinridge County High School Dollar Savings Breakdown

Figures 5-2, 5-3, and 5-4 show the Year 1 electrical consumption, electrical demand, and fuel consumption performance.

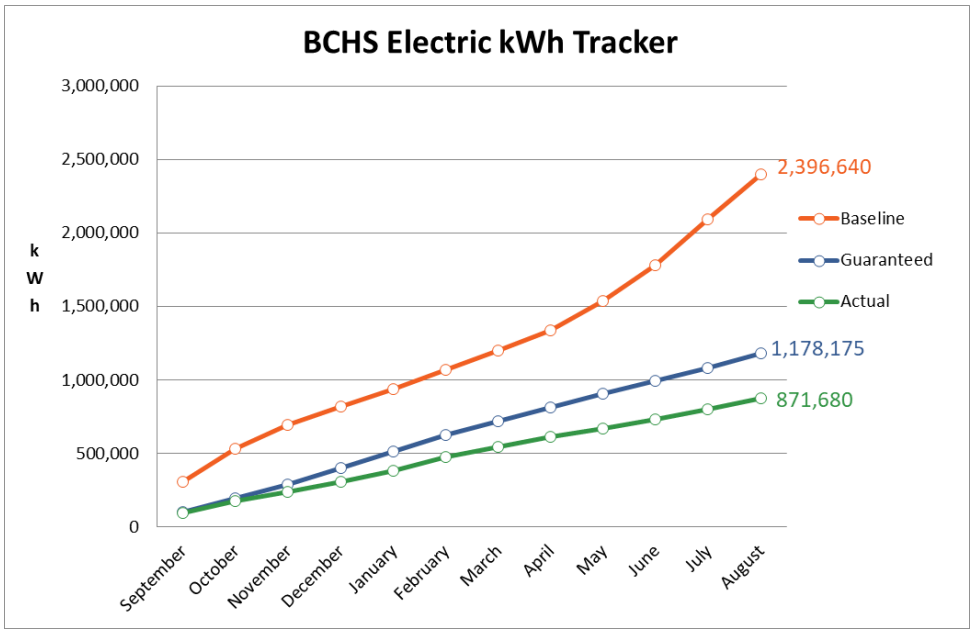


Figure 5-2: Breckinridge County High School Electric kWh Tracking Year 1

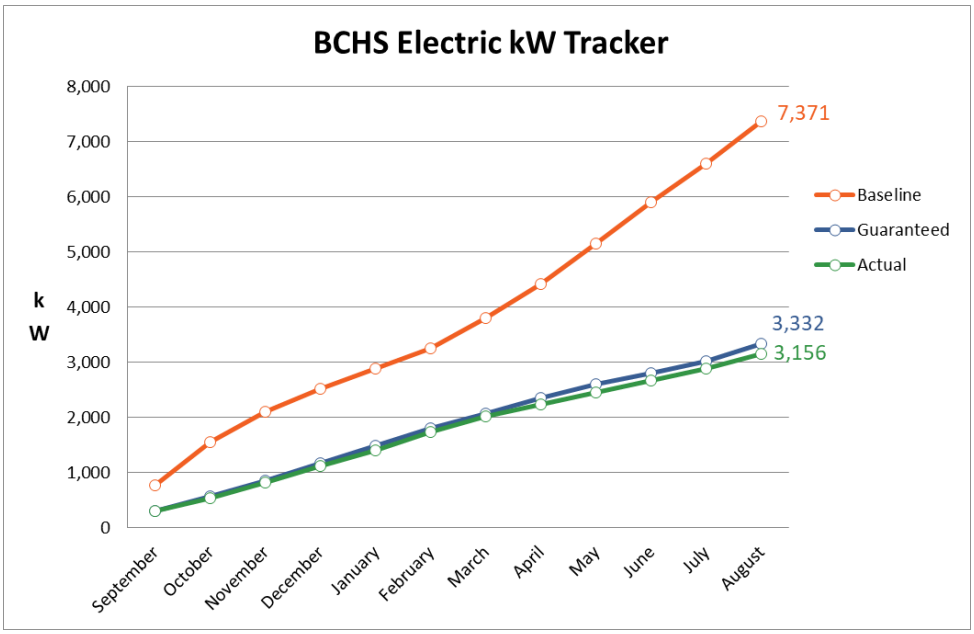


Figure 5-3: Breckinridge County High School Electric kW Tracking Year 1

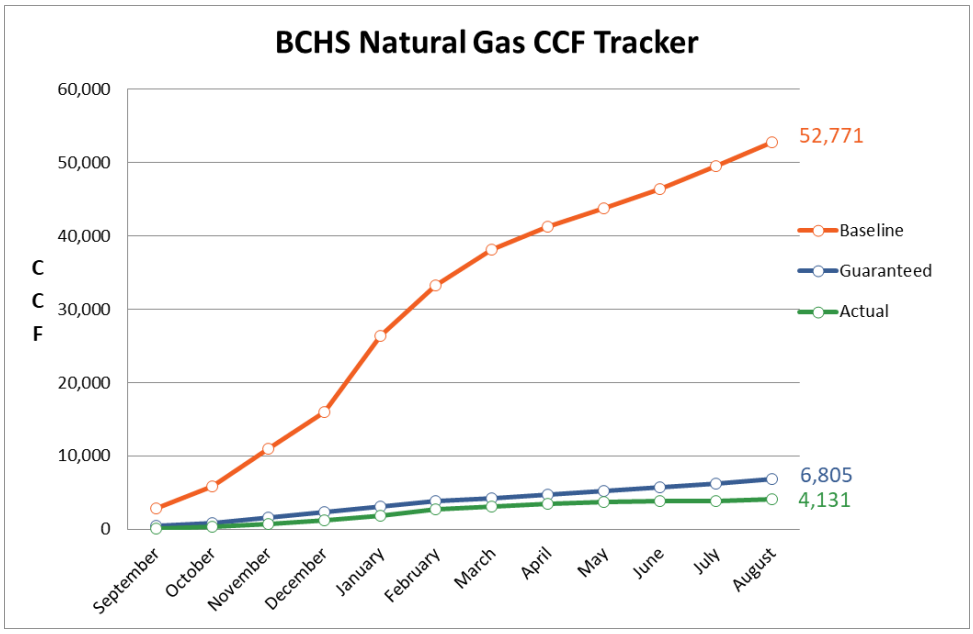


Figure 5-4: Breckinridge County High School Fuel Tracking Year 1

Figure 5-5 shows the facility's water usage during Year 1 and is *for reference only*.

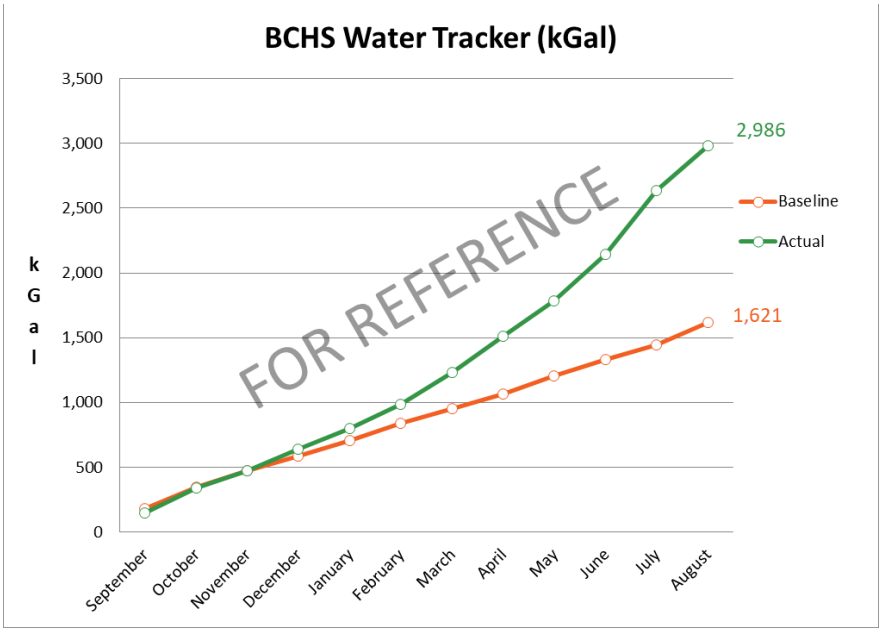


Figure 5-5: Breckinridge County High School Water Tracking Year 1

Breckinridge Middle High School

Breckinridge County Middle School (BCMS) saved **$81,102** in utility costs, yielding **$28,275 (54%)** excess savings from the guaranteed **$52,827**.

Breckinridge County Middle School		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	$8,053	$52,432
Electric Demand (kW)	$4,943	$16,205
Fuel (Therms)	$76	-$606
Total Cost Savings:		**$81,102**

Table 5-6: Breckinridge County Middle School Dollar Savings Breakdown

Figures 5-7, 5-8, and 5-9 show the Year 1 electrical consumption, electrical demand, and fuel consumption performance.

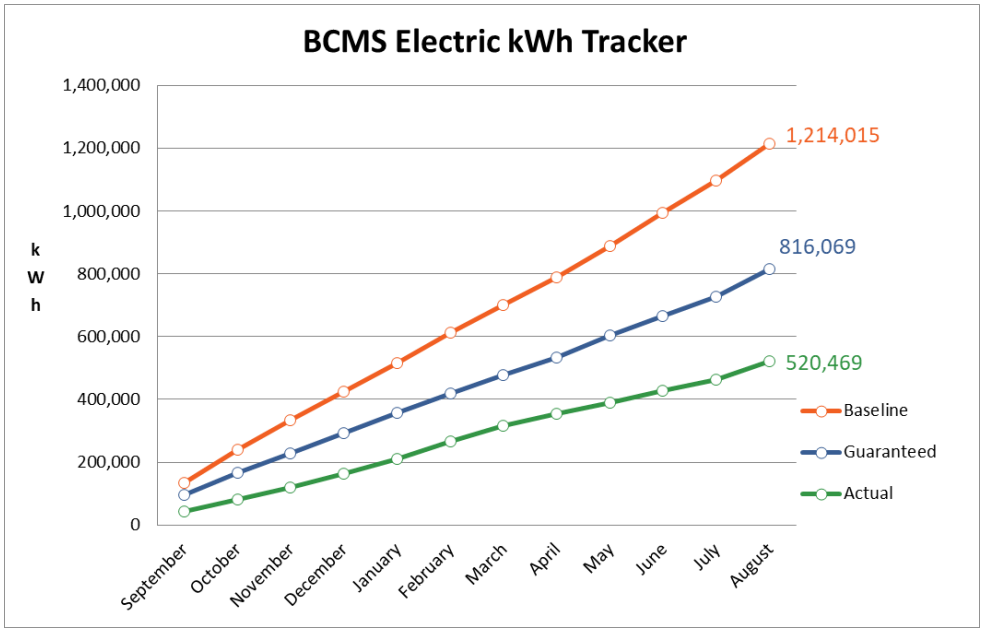


Figure 5-7: Breckinridge County Middle School Electric kWh Tracking Year 1

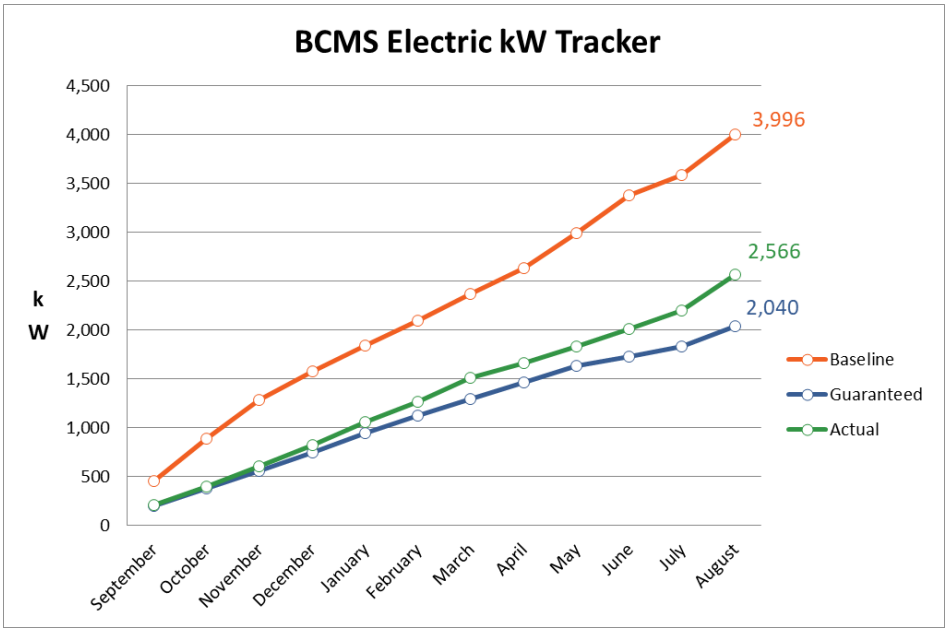


Figure 5-8: Breckinridge County Middle School Electric kW Tracking Year 1

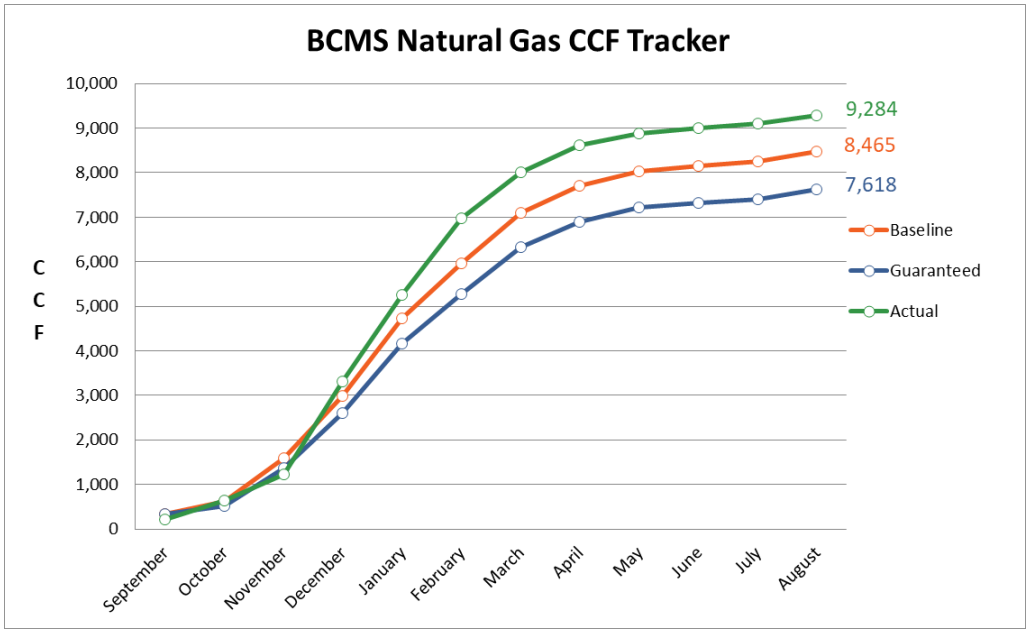


Figure 5-9: Breckinridge County High School Fuel Tracking Year 1

Figure 5-10 shows the facility's water usage during Year 1 and is *for reference only*.

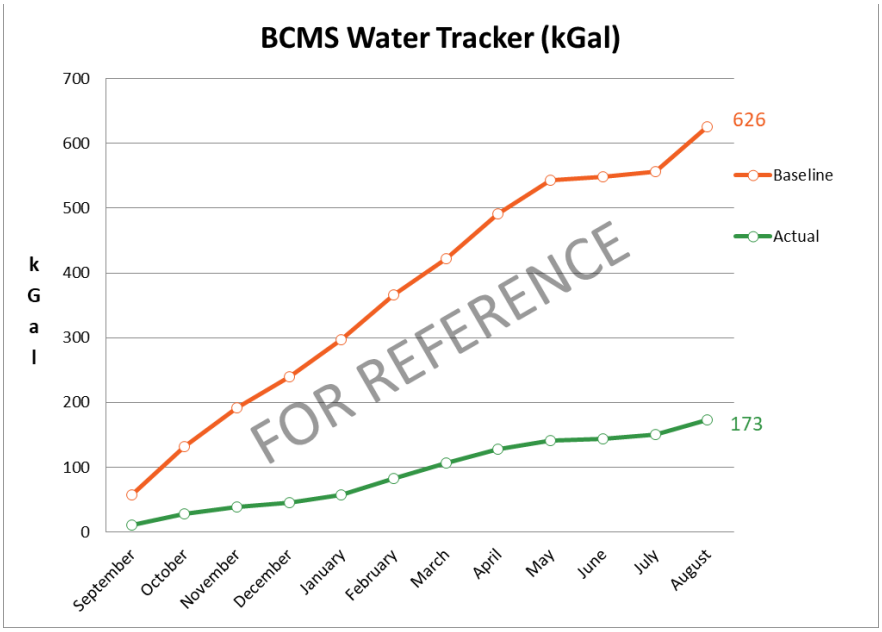


Figure 5-10: Breckinridge County Middle School Water Tracking Year 1

Custer Elementary School

Custer Elementary School (Custer) saved **$24,132** in utility costs, yielding **$13,078 (118%)** excess savings from the guaranteed **$11,054**.

Custer Elementary School		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	$2,707	$14,968
Electric Demand (kW)	$943	$7,009
Fuel (Therms)	-$626	-$869
Total Cost Savings:		**$24,132**

Table 5-11: Custer Elementary School Dollar Savings Breakdown

Figures 5-12, 5-13, and 5-14 show the Year 1 electrical consumption, electrical demand, and fuel consumption performance.

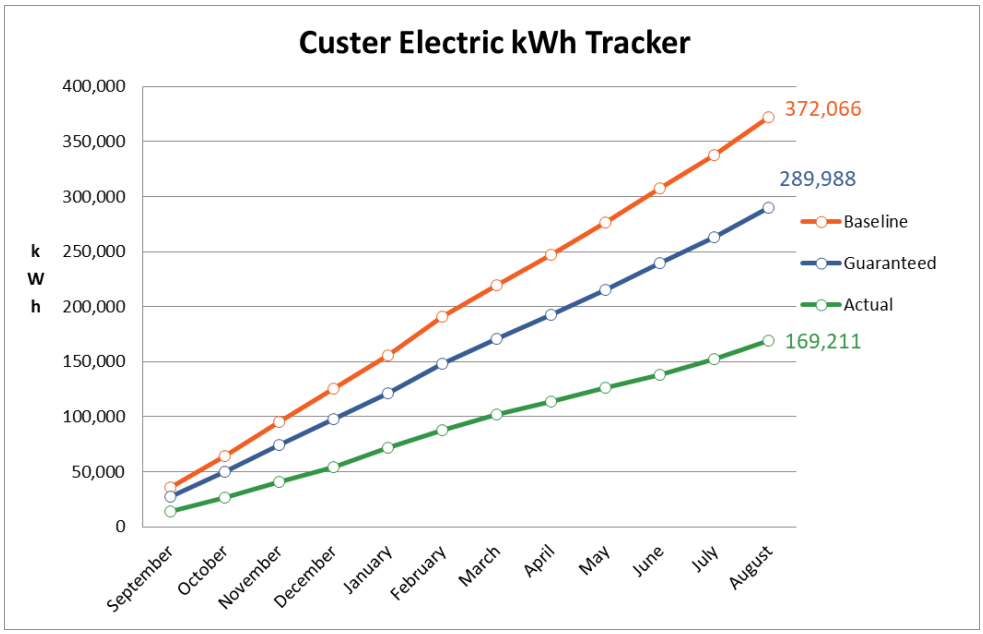


Figure 5-12: Custer Elementary School Electric kWh Tracking Year 1

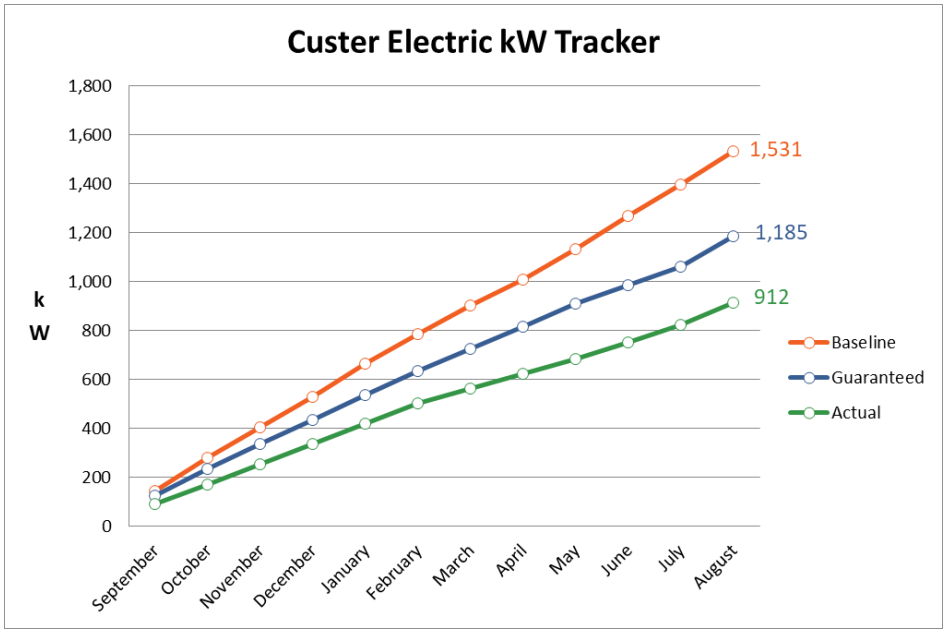


Figure 5-13: Custer Elementary School Electric kW Tracking Year 1

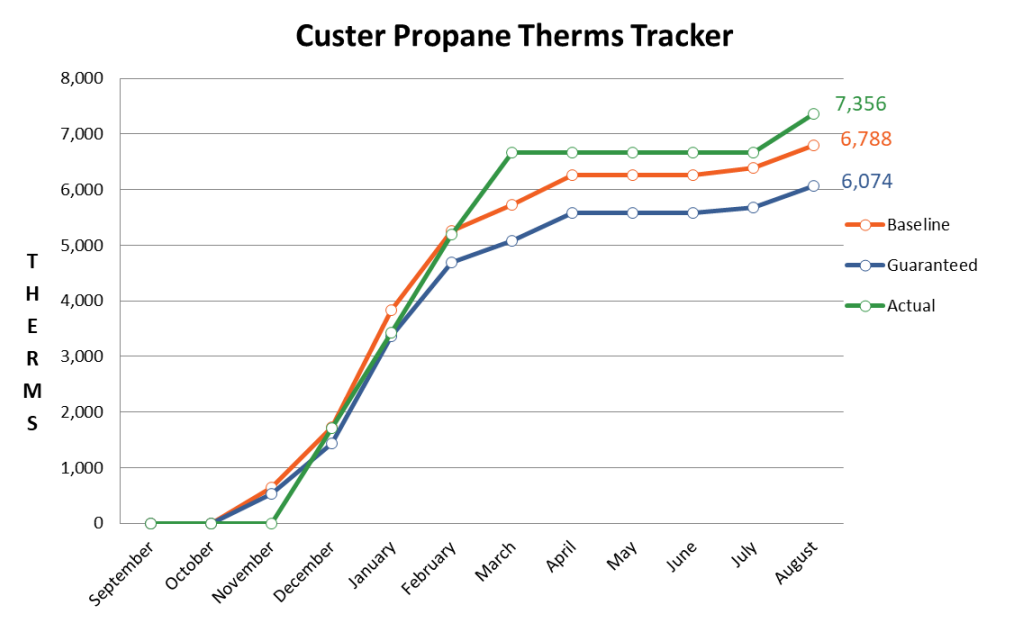


Figure 5-14: Custer Elementary School Fuel Tracking Year 1

Figure 5-14 shows the facility's water usage during Year 1 and is *for reference only*.

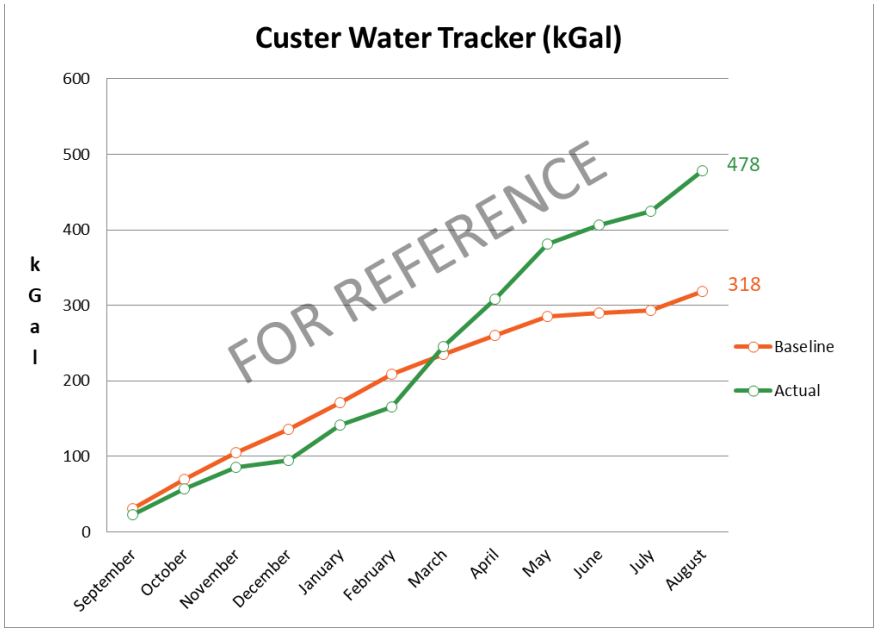


Figure 5-15: Custer Elementary School Water Tracking Year 1

Ben Johnson Elementary School

Ben Johnson Elementary School (Ben Johnson) saved **$18,782** in utility costs, yielding **$6,495 (53%)** excess savings from the guaranteed **$12,287**.

Ben Johnson Elementary School		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	$2,737	$11,443
Electric Demand (kW)	$305	$5,239
Fuel (Therms)	-$24	-$918
Total Cost Savings:		**$18,782**

Table 5-16: Ben Johnson Elementary School Dollar Savings Breakdown

Figures 5-17, 5-18, and 5-19 show the Year 1 electrical consumption, electrical demand, and fuel consumption performance.

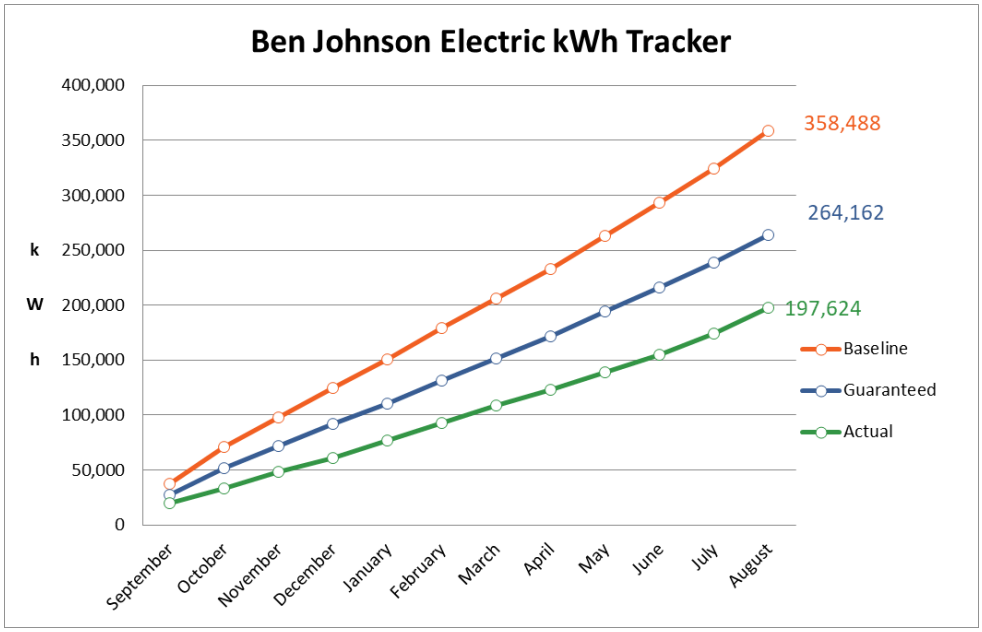


Figure 5-17: Ben Johnson Elementary School Electric kWh Tracking Year 1

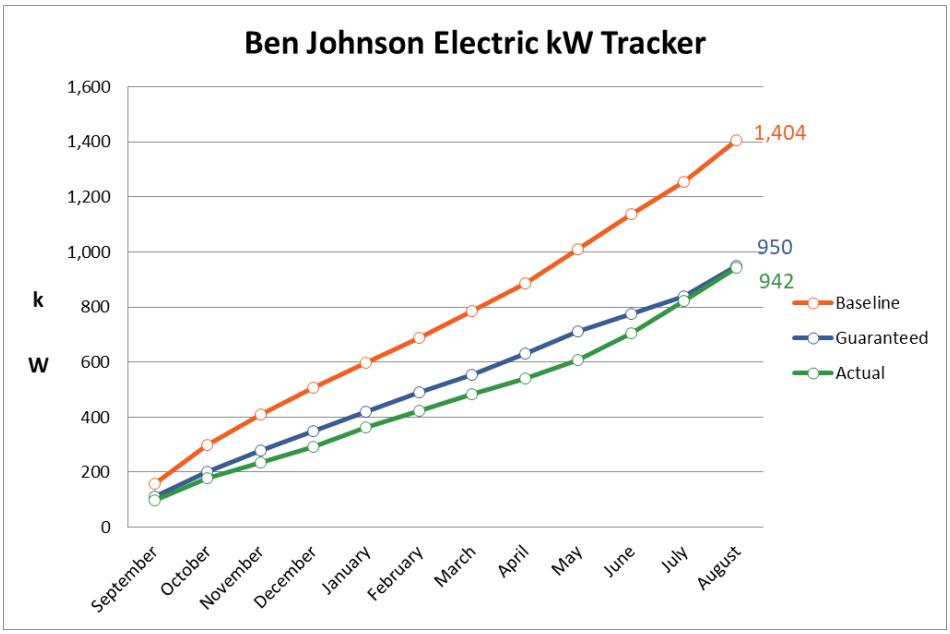


Figure 5-18: Ben Johnson Elementary School Electric kW Tracking Year 1

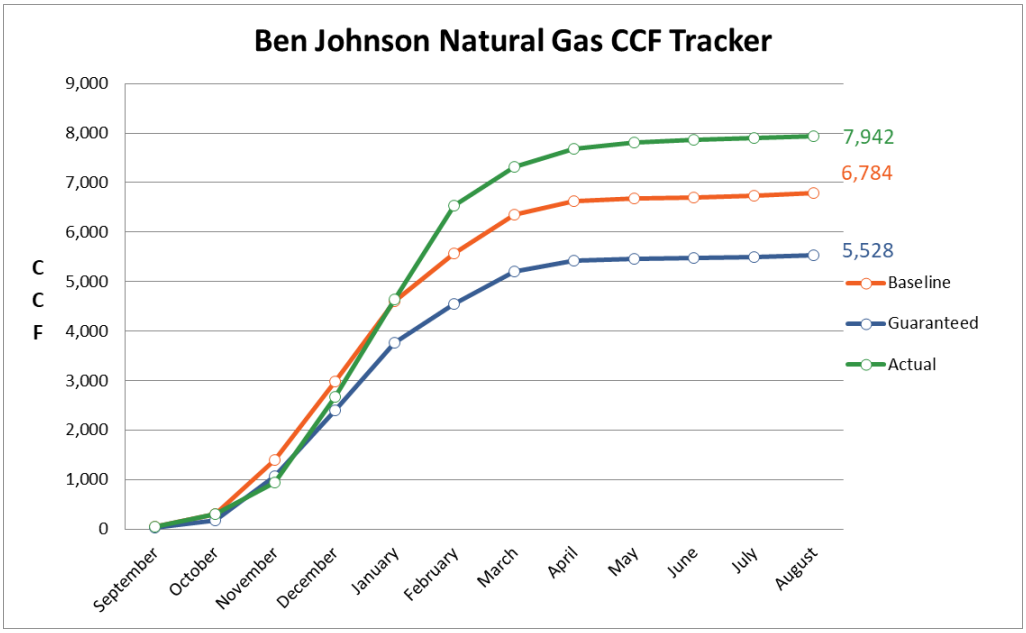


Figure 5-19: Ben Johnson Elementary School Fuel Tracking Year 1

Figure 5-20 shows the facility's water usage during Year 1 and is *for reference only*.

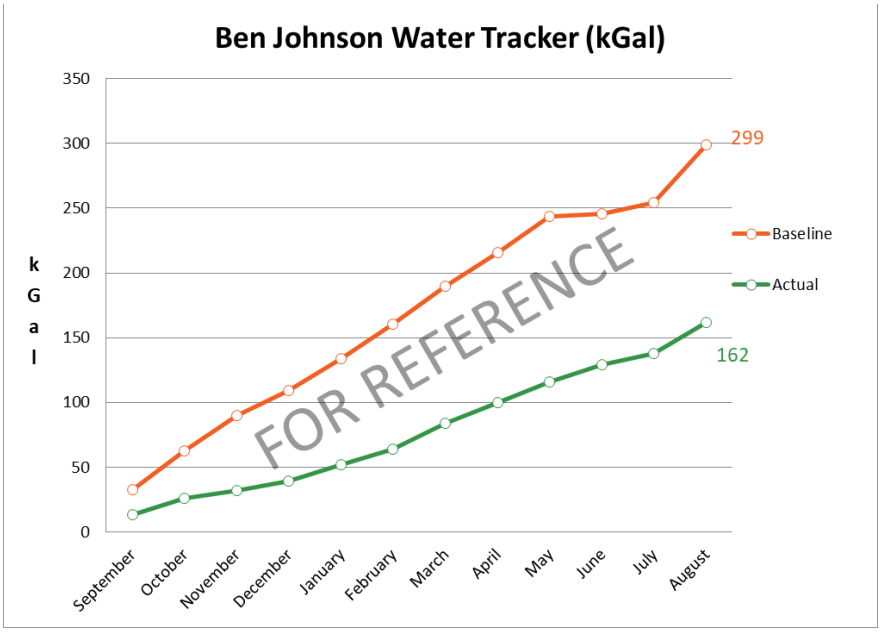


Figure 5-20: Ben Johnson Elementary School Water Tracking Year 1

District Office

Breckinridge County District Office saved **$1,382** in utility costs, yielding **$1,128 (444%)** excess savings from the guaranteed **$254**.

District Office		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	-$178	$1,560
Total Cost Savings:		**$1,382**

Table 5-21: District Office Savings Breakdown

Figures 5-22 shows the Year 1 electrical consumption.

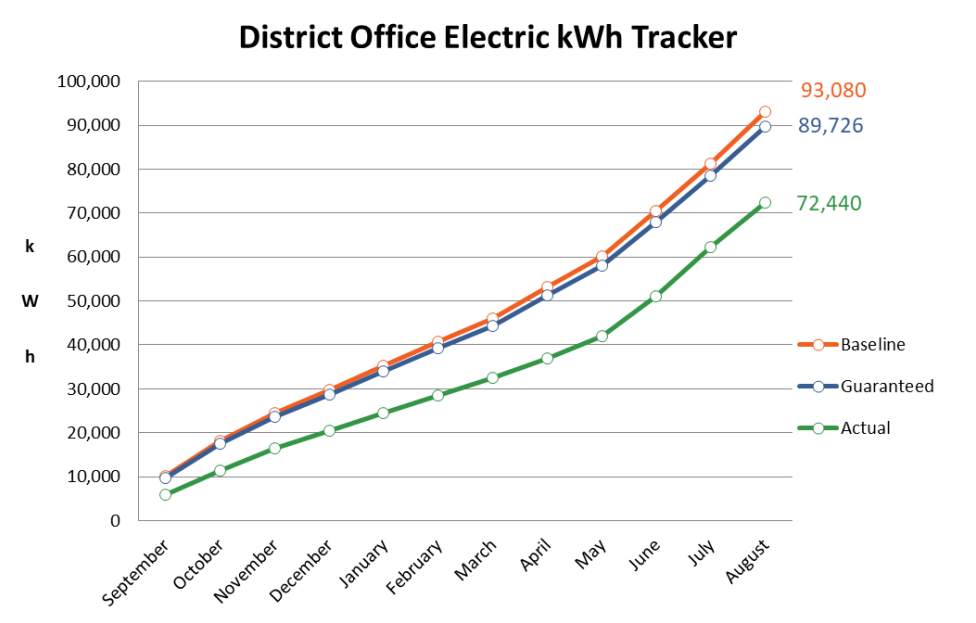


Figure 5-22: District Office Electric kWh Tracking Year 1

Annex Building

Breckinridge County Annex Building saved **$3,685** in utility costs, yielding **$2,878 (357%)** excess savings from the guaranteed **$807**.

Annex Building		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	$483	$2,221
Electric Demand (kW)	$211	$771
Total Cost Savings:		**$3,685**

Table 5-23: Annex Building Dollar Savings Breakdown

Figures 5-24 and 5-25 show the Year 1 electrical consumption and electrical demand performance.

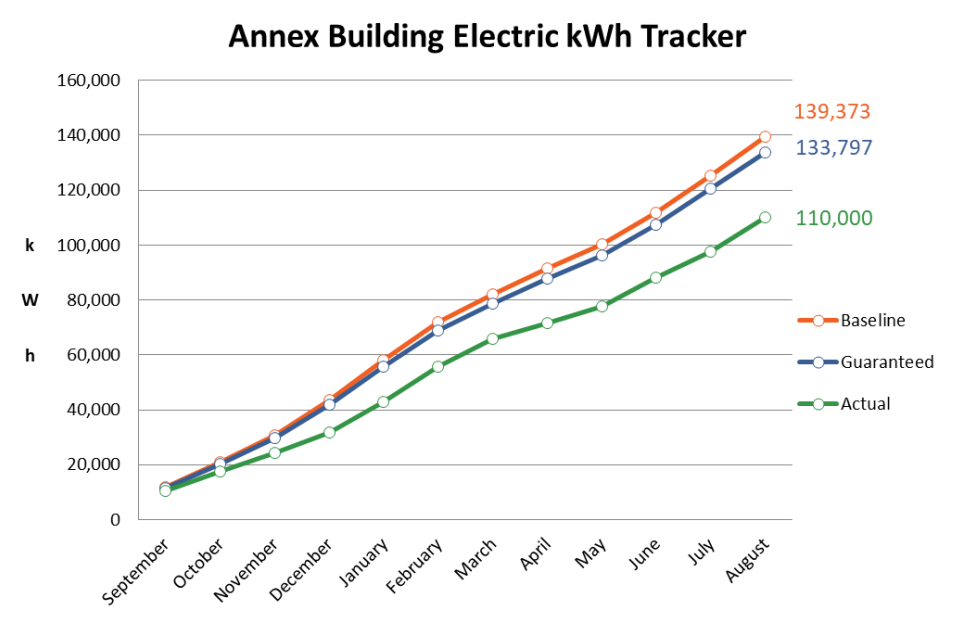


Figure 5-24: Annex Building Electric kWh Tracking Year 1

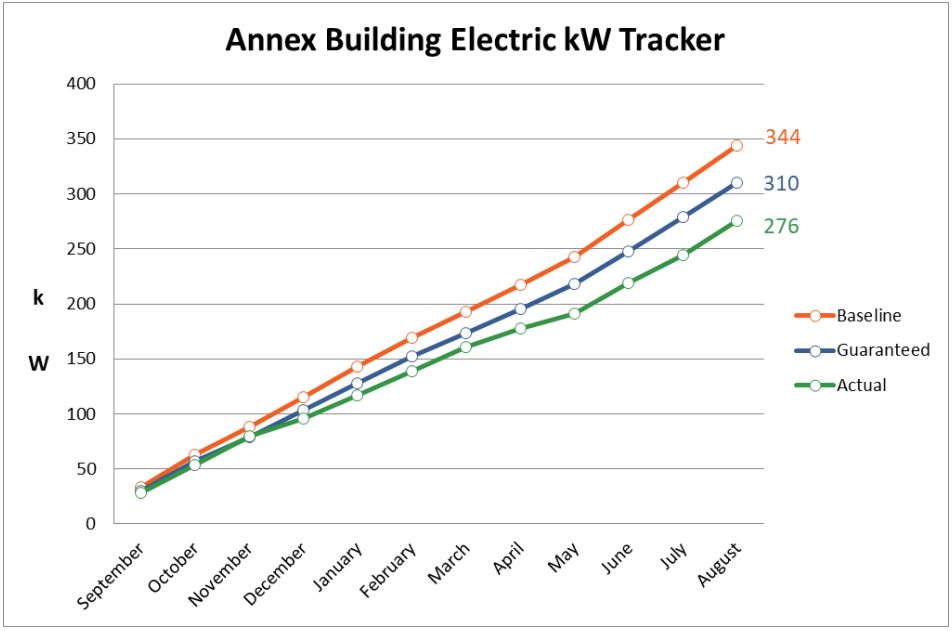


Figure 5-25: Annex Building Electric kW Tracking Year 1

The following section outlines the performance of the solar PV arrays at the installed facilities. Solar PV performance is not measured relative to a building's baseline but instead *actual electrical production is measured relative to guaranteed electrical production*. In each figure, there is a guaranteed production level (blue line), and an actual production level (green line). When the actual performance (green line) is ***above*** the guaranteed performance (blue line), that Solar PV Array is outperforming the guarantee, resulting in excess savings for the Breckinridge County Schools. Each building includes a Year 1 summary to create a clear depiction of how each facility's array is performing.

Hardinsburg Elementary School

Hardinsburg Elementary School saved **$6,427** in utility costs due to Solar PV production, yielding **$416 (7%)** excess savings from the guaranteed **$6,011**.

Hardinsburg Elementary School		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	$0	$6,427
Total Cost Savings:		**$6,427**

Table 5-26: Hardinsburg Elementary School Savings Breakdown

Figures 5-27 shows the Year 1 electrical solar production.

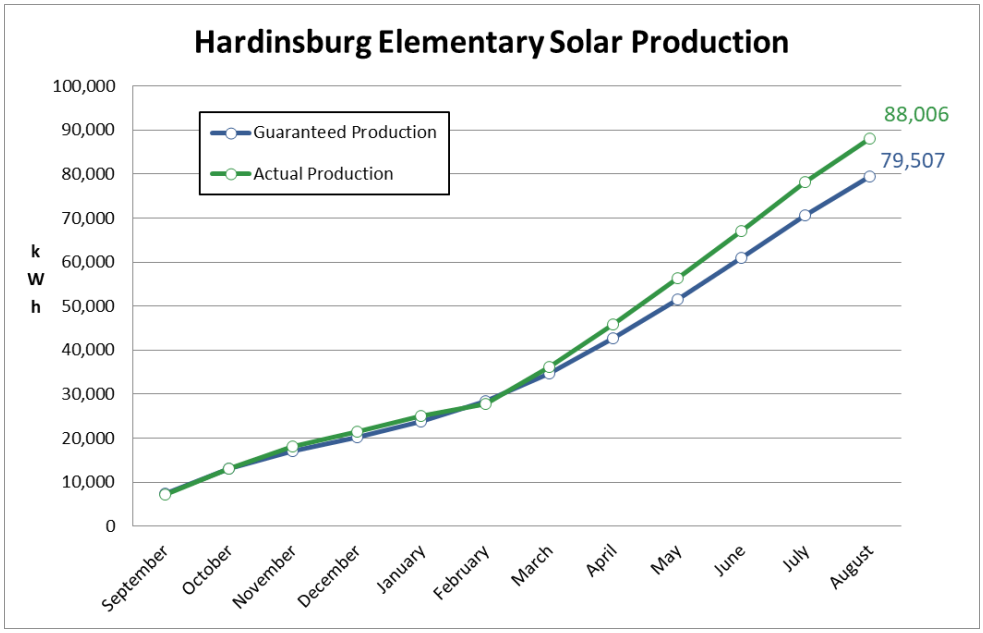


Figure 5-27: Hardinsburg Elementary School Solar Production kWh Tracking Year 1

Irvington Elementary School

Irvington Elementary School saved **$6,416** in utility costs due to Solar PV production, yielding **$354 (6%)** excess savings from the guaranteed **$6,062**.

Irvington Elementary School		
Facility	**Construction Savings**	**Dollar Value**
Electric Usage (kWh)	$0	$6,416
Total Cost Savings:		**$6,416**

Table 5-28: Irvington Elementary School Savings Breakdown

Figures 5-29 shows the Year 1 electrical solar production.

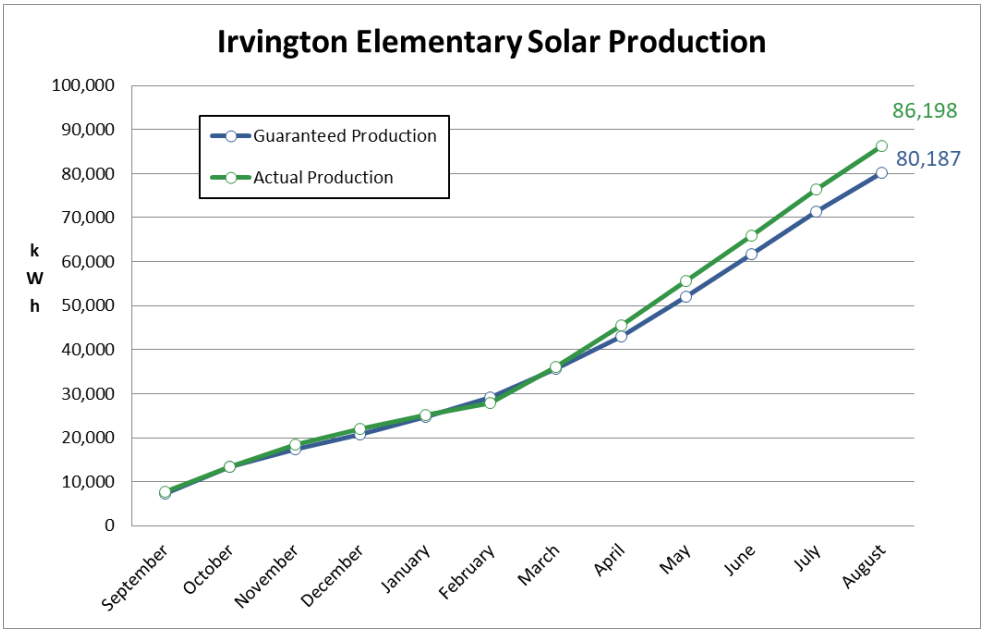


Figure 5-29: Irvington Elementary School Solar Production kWh Tracking Year 1

Exhibit G– Support Services Agreement

G.1 Measurement and Verification

In coordination with *Exhibit E – Energy Savings Guarantee*, CMTA Energy Solutions will perform the Measurement and Verification (M&V) services stated below and outlined in detail in *Exhibit E* each year of the contract period.

1. CMTA Energy Solutions will review monthly utility bills for all schools affected by the project and will track the performance for the duration of the contract.

2. CMTA Energy Solutions will have access to the building automation system for all schools to continually review system operation. An engineer will review system operation as required to optimize the building energy performance.

3. CMTA Energy Solutions will provide an annual reconciliation report to the Owner outlining the performance of the energy conservation measures for the last year.

4. Carroll County Board of Education can discontinue the M&V Service at any moment. If cancelled, energy savings will no longer be guaranteed.

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G.2 Payment and Billing for Support Services

The cost of the M&V Services shall be billed annually as shown in the table below. The M&V cost will be escalated 3.30% per year.

M&V Plan Cost		
Year	**Cost**	**Alpha Software Update Fee**
0	$0	$500
1	$2,750	$500
2	$2,841	$500
3	$2,934	$500
4	$3,031	$500
5	$3,131	$500
6	$3,235	$500
7	$3,341	$500
8	$3,452	$500
9	$3,566	$500
10	$3,683	$500
11	$3,805	$0[1]
12	$3,930	$0[1]
13	$4,060	$0[1]
14	$4,194	$0[1]
15	$4,332	$0[1]
16	$4,475	$0[1]
17	$4,623	$0[1]
18	$4,776	$0[1]
19	$4,933	$0[1]
Total	**$71,094**	$0[1]

[1] : Software maintenance for the first 10 years has been accounted for in the project figures and will be billed along with the M&V cost. Carroll County School District may continue software updates at their discretion after the 10 year period directly with the controls contractor.

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Exhibit H – BG-1 Form, Method, and Cost of Financing

The Guaranteed Energy Savings Project is funded as indicated on the following BG-1 form. The following illustrates the financing plan.

Table H.1 – Proposed Project Financial Pro-Forma

Carroll Co Schools Proposed Project Financial Pro-Forma								
Cost Inputs				**Savings Inputs**				
Project Cost			$ 5,835,170	Year 1 Guaranteed Energy Savings			$ 100,175	
District Contribution (ESSER)			$ 3,297,020	Year 1 Energy Escalation Rate			3.30%	
Financed Amount			$ 2,538,150	Year 1 O&M Savings	$ 27,393	Year 1 Guaranteed Water Savings	$ -	
Bond Financing Fees			$ 86,850	Annual O&M Rate Escalation	3.30%	Annual Water Escalation Rate	0.00%	
KEDC Fee			$ -	Utility Rebate			$35,000	
Total Bond Issue			$ 2,625,000					
Interest Rate			2.75%	% of Project Funded from Savings			52%	
Financing Term (Years)			20					
Fiscal Year	**Bond Payment**	**M&V and Maintenance**	**Total Cost**	**Energy Savings**	**O&M Savings**	**Total Cost Savings**	**Cash Flow**	**Cumulative Cashflow**
2023	$159,480	$0	$159,480	$100,175	$62,393	$162,568	$3,088	$3,088
2024	$127,580	$2,042	$129,622	$103,481	$28,297	$131,778	$2,156	$5,244
2025	$131,280	$2,110	$133,390	$106,896	$29,230	$136,126	$2,737	$7,980
2026	$134,880	$2,179	$137,059	$110,424	$30,195	$140,619	$3,559	$11,540
2027	$138,380	$2,251	$140,631	$114,068	$31,191	$145,259	$4,628	$16,168
2028	$146,620	$2,326	$148,946	$117,832	$32,221	$150,053	$1,107	$17,275
2029	$149,640	$2,402	$152,042	$121,720	$33,284	$155,004	$2,962	$20,237
2030	$157,455	$2,482	$159,937	$125,737	$34,382	$160,120	$183	$20,420
2031	$160,040	$2,563	$162,603	$129,886	$35,517	$165,403	$2,800	$23,220
2032	$167,510	$2,648	$170,158	$134,173	$36,689	$170,862	$704	$23,923
2033	$169,630	$2,735	$172,365	$138,600	$37,900	$176,500	$4,135	$28,058
2034	$176,630	$2,826	$179,456	$143,174	$39,151	$182,325	$2,869	$30,927
2035	$183,390	$2,919	$186,309	$147,899	$40,443	$188,341	$2,032	$32,960
2036	$189,765	$3,015	$192,780	$152,780	$41,777	$194,557	$1,776	$34,736
2037	$195,890	$3,115	$199,005	$157,821	$43,156	$200,977	$1,972	$36,708
2038	$201,765	$3,218	$204,983	$163,029	$44,580	$207,609	$2,627	$39,335
2039	$207,390	$3,324	$210,714	$168,409	$46,051	$214,460	$3,747	$43,082
2040	$217,580	$3,433	$221,013	$173,967	$47,571	$221,538	$524	$43,606
2041	$222,180	$3,547	$225,727	$179,708	$49,141	$228,848	$3,122	$46,728
2042	$231,300	$3,664	$234,964	$185,638	$50,762	$236,400	$1,437	$48,164
Total	**$3,468,385**	**$52,799**	**$3,521,184**	**$2,775,417**	**$793,931**	**$3,569,348**	**$48,164**	

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Exhibit I – District Energy Policy

As indicated in *Exhibit E.11 – Owner Responsibilities*, the parameters established in this section are important to the realization of the guaranteed savings and the Owner shares the responsibility for ensuring these parameters are adhered to and enforced. CMTA will assist in the maintenance of temperature setpoints and occupancy schedules as part of the Support Services program. Spaces will be controlled to maintain temperatures and occupancy schedules as indicated in the following tables.

1. HVAC Usage

The use of building HVAC systems to heat and cool facilities shall be limited to spaces that will have regular use during school year and any pre-scheduled summer or after-hours events (sports events, dances, summer classes, floor waxing, open houses). These occupied spaces will be controlled to maintain occupied temperature setpoints while other unoccupied spaces will be controlled to maintain unoccupied temperature setpoints. Furthermore, HVAC use shall be strictly limited to the portion of the building being used (the whole building is not to be turned on, unless the whole building is being used).

2. Temperature Standards

Space	Occupancy Schedules	Occupied Cooling Setpoint	Occupied Heating Setpoint	Unoccupied Cooling Setpoint	Unoccupied Heating Setpoint
Classrooms, Media Centers, Workrooms	M-F 7am-3pm	73°F +/-2°F	69°F +/-2°F	80°F +/-2°F	60°F +/-2°F
Kitchen	M-F 6am-2pm	73°F +/-2°F	69°F +/-2°F	80°F +/-2°F	60°F +/-2°F
Cafeteria	M-F 7am-9am M-F 11am-1pm	73°F +/-2°F	69°F +/-2°F	80°F +/-2°F	60°F +/-2°F
Administration	M-F 7am-4pm	73°F +/-2°F	69°F +/-2°F	80°F +/-2°F	60°F +/-2°F
Gym	M-F 7am-3pm	73°F +/-2°F	69°F +/-2°F	80°F +/-2°F	60°F +/-2°F
Storage, Mechanical Rooms	M-F 7am-3pm	75°F +/-2°F	65°F +/-2°F	85°F +/-2°F	55°F +/-2°F
Hallways & Lobbies	M-F 7am-4pm	73°F +/-2°F	69°F +/-2°F	80°F +/-2°F	60°F +/-2°F

3. Use of Space Heaters:

Space heaters are an energy issue and a fire hazard liability and therefore are NOT to be used unless permission is specifically granted for each instance. A lack of heating warmth may mean that the central heating system is in need of repair. The first contact in the event of inadequate heat shall be to facilities maintenance department. In the event the issue cannot be fixed, an electric space

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heater will be allowed to be used upon notification of, and subsequent approval by, the Facilities Director. Liquid or gas fueled heaters are NOT to be used in any case.

All space heaters must meet 4 requirements:

A. UL approved
B. Heating elements protected from contact/touch
C. Automatic shut off if heater is turned over
D. Thermostat controlled

For additional safety, electric heaters are to be unplugged at the end of each day and removed at the end of each heating season.

4. Use of Lights

- Gym, cafeteria, and auditorium lights shall only be turned on as required, and otherwise are to be OFF including during daytime hours
- Classroom lights shall only be on when the classroom is occupied
- Corridor and other common area lights shall be turned on at the beginning of the instructional day and turned off at the end of the instructional day

The overall governing rule is that if a space is not occupied, the lights are to be turned off.

5. Custodial Practices

Custodians are a critical component of building energy management.

HVAC:

Building HVAC systems shall remain at **unoccupied** setpoints for the entire building. Small portions of the building may be turned to occupied for activities such as:

- Office work
- Summer meetings or planning
- Heavy / deep cleaning
- Floor waxing

The goal of the initiative is to **never have more than 10%** of a building turned to occupied setpoints at any given time during summer operation. This will additionally help with building humidity (if the entire building is turned to occupied temperatures, the cooling system will satisfy the load very quickly because it was designed for a fully occupied building with lights on; therefore, the cooling system will typically never run long enough to provide significant dehumidification). Running building systems "as usual" during summer breaks is one frequently cited contributing factor to building mold outbreaks, because it significantly drives up building relative humidity. For this reason, we want to allow fewer units to run much more, which will provide better summer dehumidification and significant energy savings.

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It is additionally recommended to leave open all interior doors wherever possible, to promote air exchange between rooms.

Lighting:

Lights shall be turned on as required to clean spaces and then turned off. Custodians shall not turn all classroom lights on at the beginning of the cleaning cycle and turn off one at a time as classrooms are cleaned.

6. Scheduling of after-school, weekend, and other off-schedule activities:

All activities occurring outside of the standard instructional day shall be scheduled through the district Facilities Director. Whenever possible, activities are to be consolidated at the most efficient buildings, and to be held in an appropriately sized space (as an example, meetings for 6 people should not be held in a cafeteria which requires a much larger HVAC unit to run compared to a more suitable smaller space).

Requests shall be submitted in writing via email at least 3 days in advance of event. For reoccurring events such as team practices, one request may be made that includes multiple dates and times. Requests shall state the following:

a. Building name
b. Date of request
c. Type of activity
d. Time and duration of event
e. Space requested

HVAC systems shall automatically return to setback temperatures after the event, however, it is the responsibility of the event coordinator to turn off lights after the event.

The ventilation systems will be scheduled on M-F from 8am – 3pm. The buildings will be in the unoccupied mode during weekends, holidays, snow days, sick days, spring break, winter break and summer break.

Ventilation systems are designed to ventilate an occupied building. When schedules are overridden to the occupied mode to accommodate staff during in service days or during building cleaning, the ventilation system will not be enabled for such events unless there is a need (i.e. ventilation air to dilute cleaning chemicals, floor waxing, painting, etc.).

Special functions, sporting events, and weekend and summer programs that coincide with an unoccupied mode will be overridden to the occupied mode by exception only and only for the duration required.

7. Summer Usage of Buildings

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Summer events shall be scheduled per Item #6 above, and shall be consolidated to the most efficient buildings to the extent possible. Building shall be conditioned to unoccupied temperatures unless an override is granted through the district Facilities Director. Examples of appropriate overrides include the following: floor waxing (minimal conditioning provided), open house events, etc.

8. **Building Scheduling Through a Facilities Director**

In order to maintain appropriate control and monitoring of the usage of district buildings, all building scheduling requests shall be made through the Facilities Director via an email request. The Facilities Director shall adhere to the requirements set forth in this energy policy.

9.

10. **Summer Food Service Practices**

Plug loads such as mobile freezers, small drink coolers, etc. shall be emptied, cleaned, and unplugged. All foods that are necessary to store for the summer shall be consolidated to a single refrigerator/freezer. All others shall be unplugged for the duration of the summer.

Vending machines, appliances, and other similar plug loads shall be unplugged. Refrigerators in each school are to be limited to large centralized refrigerators. Small personal refrigerators are not permitted as these are much less efficient than full size refrigerators.

11. **Overriding HVAC Equipment**

HVAC equipment shall not be placed in “manual”, “hand”, or otherwise overridden from automatic control without notification to the district Facilities Director. In each case, a plan shall be submitted to the Facilities Director that details how and when the equipment can return to normal control.

12. **Computers/Monitors/Printers/Copiers/Fax-machines**

Building computer and monitor power shall be reduced during periods of inactivity and at night by turning off or by utilizing low power consumption “sleep” mode (2 to 5 watts).

For printers, copiers, and other plug loads, these machines shall be unplugged during extended breaks (these machines continue to consume power even when not active).

13. **Future Facilities**

When hiring design teams (architects and engineers) for future facilities, energy performance of past buildings shall be one of the criteria considered by the selection committee.

14. **Future Policies**

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CMTA withholds the right to make variations to the District Energy Policy as necessary to accommodate new infrastructures, building renovations, and other changes of this nature that significantly impact energy performance.

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Exhibit J – Utility Baseline Data

J.1 Utility Baseline Data

The following facility utility account information was used to develop the baseline data for Carroll County School District. Here you will see a list of all accounts at each building and their associated meters. Three years of utility data was used for the baseline utility usage, from January 2017 to December 2019. This information will be used as the basis of comparison for the determination of energy savings.

Facility	Square Footage	Elec EUI (kBTU/SF)	Gas EUI (kBTU/SF)	Total EUI (kBTU/SF)	kWh	kW	Annual Electricity Cost ($)	Therms	Annual Gas Cost ($)
Cartmell ES	68,655	29.3	4.0	33.2	588,960	0	$58,821	2,724	$1,660
Kathryn Winn ES	52,411	52.7	27.4	80.1	808,807	2,233	$87,696	14,372	$8,953
Middle School	118,109	33.4	13.1	46.4	1,155,200	0	$124,014	15,428	$9,089
High School Outbuildings	22,700	26.0	15.7	41.6	172,681	0	$24,641	3,562	$2,271
High School	82,660	34.5	28.0	62.5	836,213	2,613	$92,737	23,114	$13,920

Future adjustments to the baseline may be made to accommodate the following circumstances:

1. Additions to existing facilities
2. Future upgrades to existing facilities that will affect energy usage, such as:
    a. Lighting upgrades
    b. HVAC system upgrades
    c. Window Replacements
    d. Roof Replacements
    e. Kitchen Equipment upgrades
    f. Any other changes to the facilities which have a substantial energy impact.

Plug loads will be exempted from any future baseline adjustments.

Baseline adjustments will be determined using sound engineering calculations and must be mutually agreed to by the Owner and Qualified Provider prior to being enacted. The Owner shall notify the Qualified Provider in writing 60 days in advance of a circumstance that may warrant a baseline adjustment during the term of the guarantee period.

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J.2 Utility Accounts

The following tables display the accounts used to determine the utility baselines for each facility and current rates.

Table J.2.1 – Electric Accounts

Power				
Facility	**Account #**	**Meter #**	**Provider**	**Rate**
Cartmell ES	3000-0818-5385	2800186	Kentucky Utilities	All Electric 3-Phase Secondary
Kathryn Winn ES	3000-0175-6331	2800847		Power Service Secondary
	3000-0684-4652	C433744		All Electric School Single Ph Secondary
Middle School	3000-0233-5267	2850608		TOD Secondary Service
High School	3000-0630-9789	2800083		Power Service Secondary
IT Building	3000-0577-3555	2081327		General Service Single Phase
HS Modular	3000-2826-4061	2024221		General Service Single Phase
Maintenance Shop	3000-0086-3138	L059023		General Service Three Phase
Conditioning Center	3000-0249-2241	2902857		General Service Three Phase

Table J.2.2 – Natural Gas Commodity Accounts

Gas			
Facility	**Account #**	**Meter #**	**Provider**
Kathryn Winn ES	901274.00 98	2272528	Carrollton Utilities
Middle School	701887.00 98	154689	
High School	1000030.00 98	5452026	

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J.3 Utility Rates

The following utility rates were used as the basis of the energy cost savings calculations. These rates are based on the current tariff or rates on the utility invoices for each of the facilities at the time of the energy audit.

J.3.1 Electric Rates

The electrical rates are based on the Kentucky Utilities Company rates published on December 17th 2021.

Kentucky Utilities Company – Electric Rates

General Service	
Service Charge Per Day (Single Phase)	$1.35
Service Charge Per Day (Three Phase)	$2.15
Energy Charge ($/kWh)	$0.11869
Riders, Surcharges & Fees ($/kWh)	$0.016

All Electric School	
Service Charge Per Day (Single Phase)	$2.80
Service Charge Per Day (Three Phase)	$4.60
Energy Charge ($/kWh)	$0.09636
Riders, Surcharges & Fees ($/kWh)	$0.0129

Power Service	**Secondary Rate**
Service Charge Per Day	$2.96
Energy Charge ($/kWh)	$0.03191
Riders, Surcharges & Fees ($/kWh)	$0.0085 (High School)
Riders, Surcharges & Fees ($/kWh)	$0.011 (Kathryn Winn)
Demand Charge ($/kW)	
Summer Rate (May – Sept)	$25.30
Winter Rate (All Other Months)	$22.66

Time-of-Day	**Secondary Rate**
Service Charge Per Day	$7.32
Energy Charge ($/kWh)	$0.02862
Riders, Surcharges & Fees ($/kWh)	$0.0098
Load Charge ($/kVa)	
Peak Demand Period	$8.28
Intermediate Demand Period	$6.66
Base Demand Period	$3.25

Where:
the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

1. the maximum measured load in the current billing period, or

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2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

J.3.2 Natural Gas Rates

The current natural gas rate is included below per account.

Table J.3.2.1 – Natural Gas Rates

Gas				
Facility	**Account #**	**Meter #**	**Provider**	**$/Therm**
Kathryn Winn ES	901274.00 98	2272528	Carrollton Utilities	$0.623
Middle School	701887.00 98	154689		$0.623
High School	1000030.00 98	5452026		$0.623

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Facility Information

Name	Cartmell Elementary
Location	1708 Highland Ave, Carrollton, KY 41008

Area (ft²)	68,655	**Occupants**	506

Photo



Energy Summary

Electric Costs

Total ($/ft²)	0.88094
$/kWh Blend	$ 0.10
$/therm	$ 0.61
$/kgal	$ 9.81

Energy Intensity

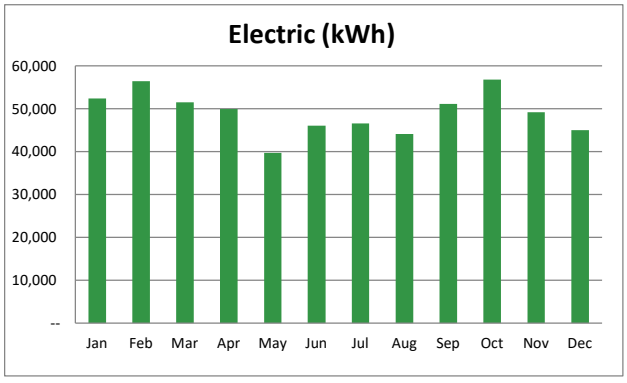
Total EUI (kBtu/ft²)	33.2
Elec EUI (kBtu/ft²)	29.3
Gas EUI (kBtu/ft²)	4.0
kgal/Occupant	1.38
W/ft²	--

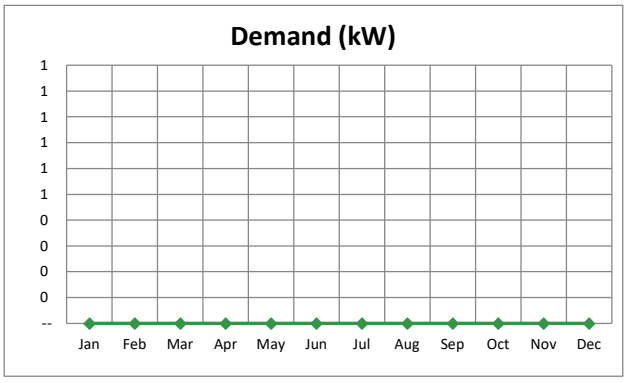
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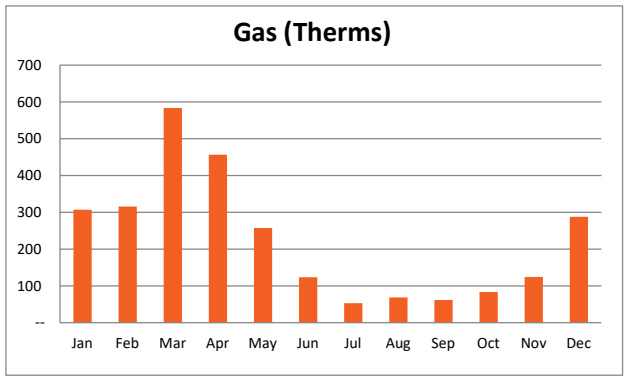
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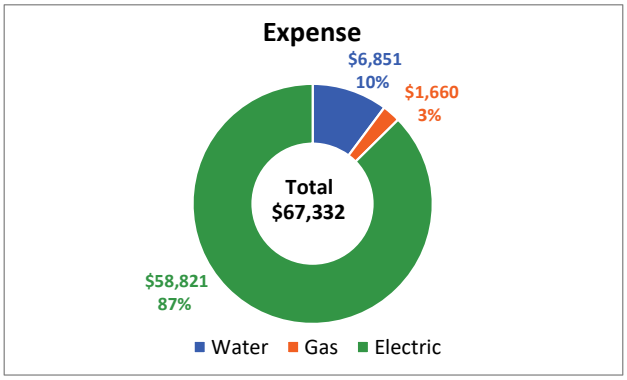
	Electric				Gas			Water		Totals	
	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Jan	52,400	--	179	$ 5,952	307	31	$ 198	72	$ 693	209	***$ 6,843***
Feb	56,400	--	192	$ 6,435	316	32	$ 202	52	$ 519	224	***$ 7,156***
Mar	51,480	--	176	$ 4,665	584	58	$ 360	74	$ 713	234	***$ 5,738***
Apr	49,960	--	170	$ 6,209	457	46	$ 283	71	$ 686	216	***$ 7,179***
May	39,720	--	136	$ 3,519	257	26	$ 135	61	$ 596	161	***$ 4,249***
Jun	46,080	--	157	$ 5,359	124	12	$ 73	91	$ 867	170	***$ 6,298***
Jul	46,560	--	159	$ 4,245	53	5	$ 32	17	$ 184	164	***$ 4,460***
Aug	44,160	--	151	$ 4,117	69	7	$ 42	13	$ 154	158	***$ 4,313***
Sep	51,120	--	174	$ 4,735	62	6	$ 36	22	$ 237	181	***$ 5,007***
Oct	56,840	--	194	$ 5,144	83	8	$ 49	75	$ 729	202	***$ 5,922***
Nov	49,200	--	168	$ 4,438	124	12	$ 73	75	$ 729	180	***$ 5,239***
Dec	45,040	--	154	$ 4,005	288	29	$ 178	76	$ 744	183	***$ 4,926***

	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Totals	588,960	--	2,010	*$ 58,821*	2,724	272	*$ 1,660*	699	*$ 6,851*	2,282	***$ 67,332***









Facility Information

Name	Kathryn Winn Primary School
Location	907 Hawkins Street, Carrollton, KY 41008

Area (ft²)	52,411	**Occupants**	309

Photo



Energy Summary

Electric Costs

Total ($/ft²)	1.84406
$/kWh Blend	$ 0.11
$/therm	$ 0.62
$/kgal	$ 0.97

Energy Intensity

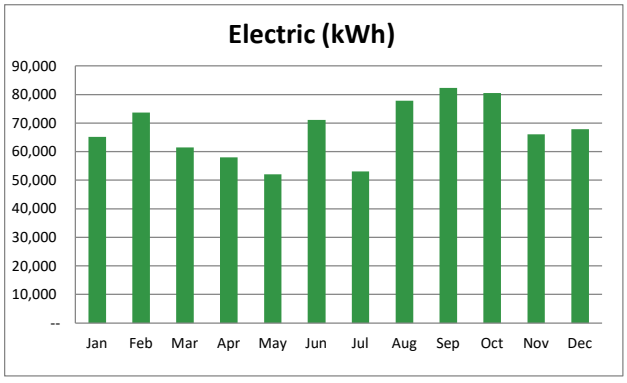
Total EUI (kBtu/ft²)	80.1
Elec EUI (kBtu/ft²)	52.7
Gas EUI (kBtu/ft²)	27.4
kgal/Occupant	32.84
W/ft²	3.55

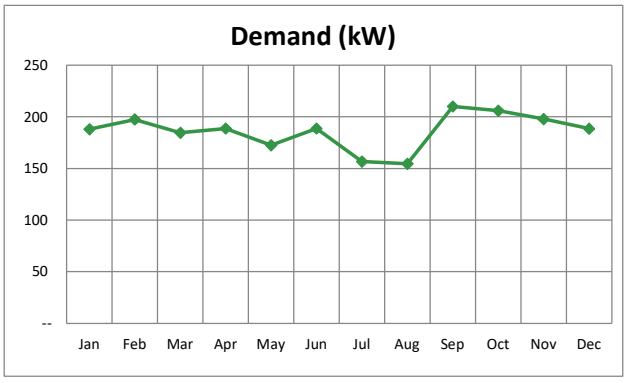
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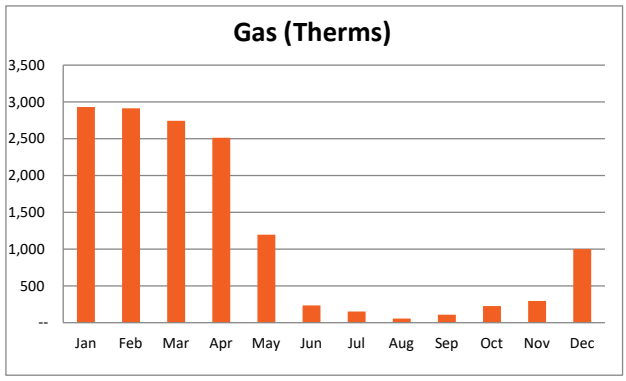
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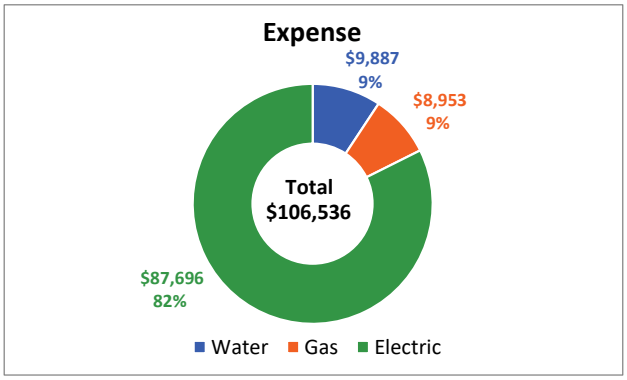
	Electric				Gas			Water		Totals	
	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Jan	65,127	188	222	$ 8,246	2,930	293	$ 1,865	1,002	$ 964	515	***$ 11,075***
Feb	73,663	197	251	$ 8,767	2,913	291	$ 1,890	613	$ 615	543	***$ 11,272***
Mar	61,413	185	210	$ 6,160	2,746	275	$ 1,737	987	$ 945	484	***$ 8,842***
Apr	57,948	189	198	$ 8,254	2,512	251	$ 1,575	1,268	$ 1,192	449	***$ 11,021***
May	52,064	172	178	$ 5,563	1,195	119	$ 638	1,113	$ 1,058	297	***$ 7,259***
Jun	71,031	189	242	$ 9,133	235	24	$ 139	1,051	$ 1,007	266	***$ 10,279***
Jul	53,062	157	181	$ 6,115	152	15	$ 85	506	$ 522	196	***$ 6,722***
Aug	77,862	154	266	$ 6,904	57	6	$ 39	385	$ 414	271	***$ 7,356***
Sep	82,298	210	281	$ 7,953	109	11	$ 58	486	$ 511	292	***$ 8,522***
Oct	80,445	206	274	$ 7,616	227	23	$ 127	869	$ 856	297	***$ 8,598***
Nov	66,090	198	225	$ 6,450	295	29	$ 162	649	$ 656	255	***$ 7,268***
Dec	67,805	188	231	$ 6,536	1,002	100	$ 639	1,218	$ 1,148	332	***$ 8,323***

	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Totals	808,807	2,233	2,760	*$ 87,696*	14,372	1,437	*$ 8,953*	10,147	*$ 9,887*	4,197	***$ 106,536***









Facility Information

Name	Carroll County Middle School
Location	408 Fifth Street, Carrollton, KY, 41008

Area (ft²)	118,109	**Occupants**	649

Photo



Energy Summary

Electric Costs

Total ($/ft²)	1.12695
$/kWh Blend	$ 0.11
$/therm	$ 0.59
$/kgal	$ 0.98

Energy Intensity

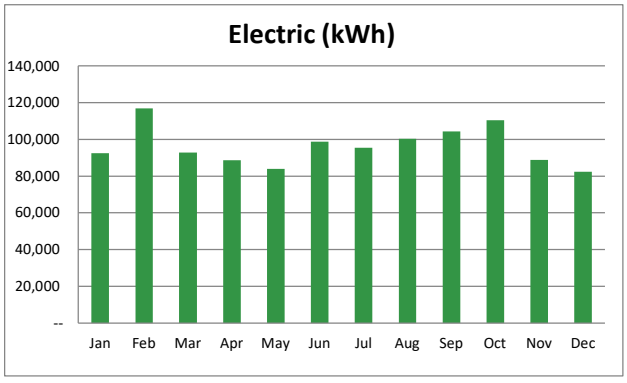
Total EUI (kBtu/ft²)	46.4
Elec EUI (kBtu/ft²)	33.4
Gas EUI (kBtu/ft²)	13.1
kgal/Occupant	9.66
W/ft²	2.74

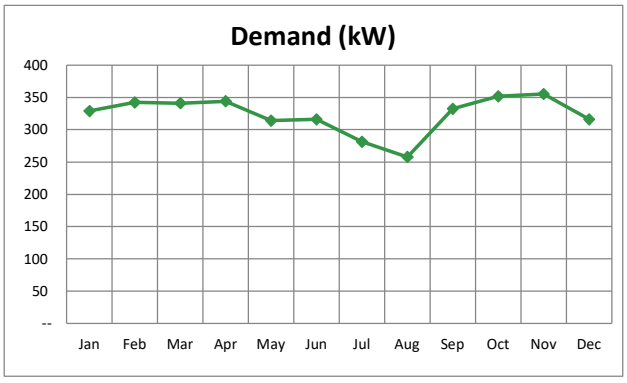
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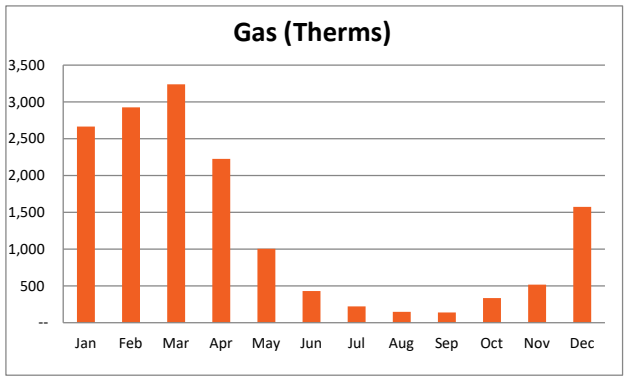
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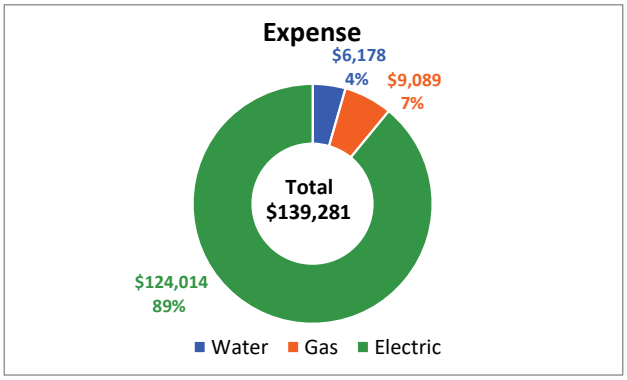
	Electric				Gas			Water		Totals	
	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Jan	92,533	329	316	$ 12,201	2,667	267	$ 1,691	1,189	$ 1,097	582	***$ 14,989***
Feb	116,800	342	399	$ 13,356	2,928	293	$ 1,608	460	$ 458	691	***$ 15,422***
Mar	92,800	341	317	$ 9,594	3,238	324	$ 1,988	463	$ 459	640	***$ 12,041***
Apr	88,667	344	303	$ 12,534	2,227	223	$ 1,359	548	$ 542	525	***$ 14,434***
May	84,000	314	287	$ 8,604	1,003	100	$ 520	514	$ 511	387	***$ 9,635***
Jun	98,667	316	337	$ 12,374	429	43	$ 236	551	$ 544	380	***$ 13,154***
Jul	95,333	281	325	$ 8,739	221	22	$ 115	191	$ 209	347	***$ 9,064***
Aug	100,400	258	343	$ 8,575	147	15	$ 83	48	$ 73	357	***$ 8,731***
Sep	104,400	333	356	$ 10,009	138	14	$ 71	273	$ 289	370	***$ 10,369***
Oct	110,400	352	377	$ 9,913	337	34	$ 183	688	$ 676	410	***$ 10,771***
Nov	88,800	355	303	$ 9,493	517	52	$ 282	759	$ 735	355	***$ 10,510***
Dec	82,400	316	281	$ 8,622	1,576	158	$ 954	587	$ 585	439	***$ 10,161***

	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Totals	1,155,200	3,882	3,942	*$ 124,014*	15,428	1,543	*$ 9,089*	6,272	*$ 6,178*	5,484	***$ 139,281***









Facility Information

Name	Carroll County High School
Location	1706 Highland Ave, Carrollton, KY 41008

Area (ft²)	82,660	**Occupants**	588

Photo



Energy Summary

Electric Costs

Total ($/ft²)	1.29031
$/kWh Blend	$ 0.11
$/therm	$ 0.60
$/kgal	$ 0.97

Energy Intensity

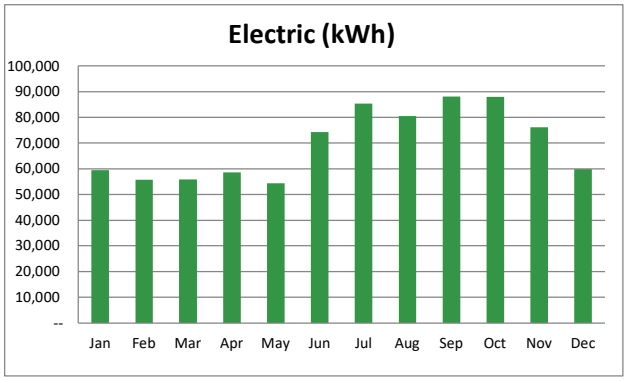
Total EUI (kBtu/ft²)	62.5
Elec EUI (kBtu/ft²)	34.5
Gas EUI (kBtu/ft²)	28.0
kgal/Occupant	13.54
W/ft²	2.63

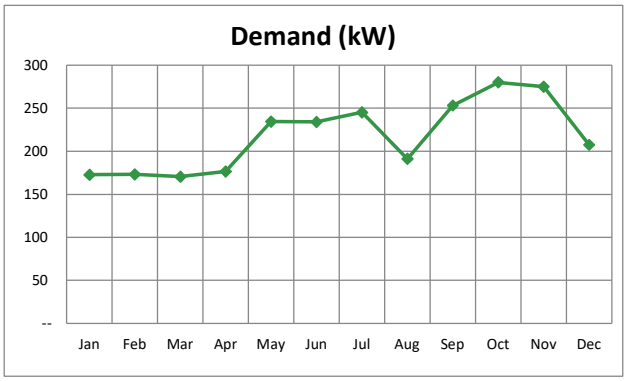
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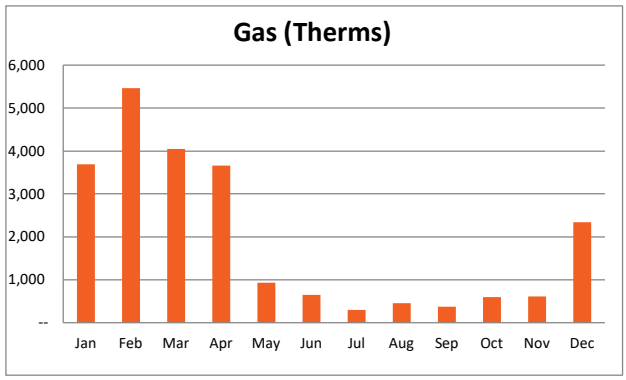
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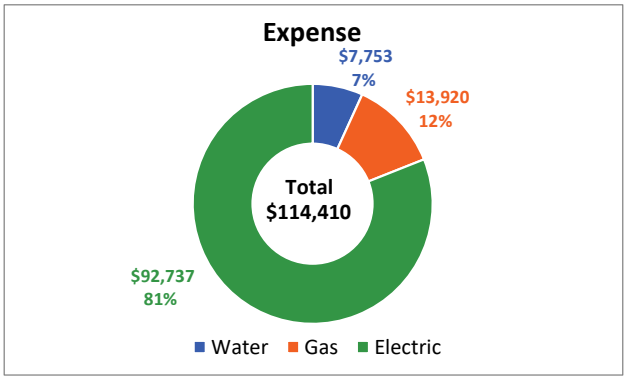
	Electric				Gas			Water		Totals	
	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Jan	59,467	173	203	$ 7,485	3,690	369	$ 2,338	682	$ 662	572	***$ 10,485***
Feb	55,733	173	190	$ 7,409	5,462	546	$ 3,512	475	$ 474	736	***$ 11,395***
Mar	55,893	171	191	$ 5,603	4,049	405	$ 2,491	780	$ 748	596	***$ 8,842***
Apr	58,667	176	200	$ 7,545	3,658	366	$ 2,231	658	$ 641	566	***$ 10,417***
May	54,400	234	186	$ 6,380	934	93	$ 502	690	$ 670	279	***$ 7,552***
Jun	74,293	234	253	$ 10,039	646	65	$ 349	928	$ 879	318	***$ 11,267***
Jul	85,280	245	291	$ 8,400	295	29	$ 138	399	$ 400	320	***$ 8,938***
Aug	80,427	191	274	$ 7,270	449	45	$ 149	359	$ 372	319	***$ 7,791***
Sep	88,160	253	301	$ 8,876	374	37	$ 186	455	$ 460	338	***$ 9,522***
Oct	87,947	280	300	$ 9,319	599	60	$ 317	852	$ 822	360	***$ 10,458***
Nov	76,107	275	260	$ 8,121	613	61	$ 326	797	$ 773	321	***$ 9,220***
Dec	59,840	208	204	$ 6,291	2,345	235	$ 1,381	883	$ 851	439	***$ 8,523***

	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**	**kgal**	**Cost**	**mmBTU**	**Cost**
Totals	836,213	2,613	2,853	*$ 92,737*	23,114	2,311	*$ 13,920*	7,959	*$ 7,753*	5,165	***$ 114,410***









Facility Information

Name	High School Outbuildings
Location	Conditioning Center, IT Bldg, Maint Bldg, Child Development

Area (ft²)	22,700	**Occupants**	0

Photo



Energy Summary

Electric Costs

Total ($/ft²)	1.18554
$/kWh Blend	$ 0.14
$/therm	$ 0.64
$/kgal	#DIV/0!

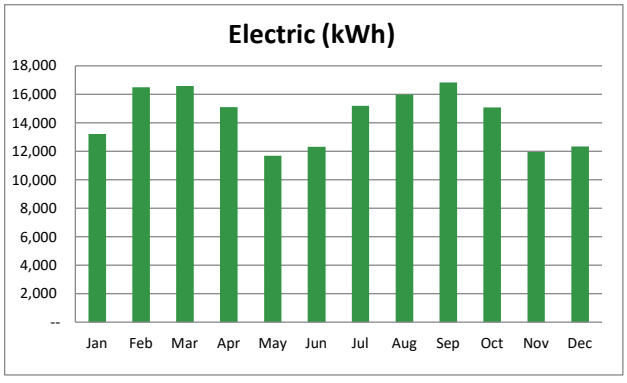
Energy Intensity

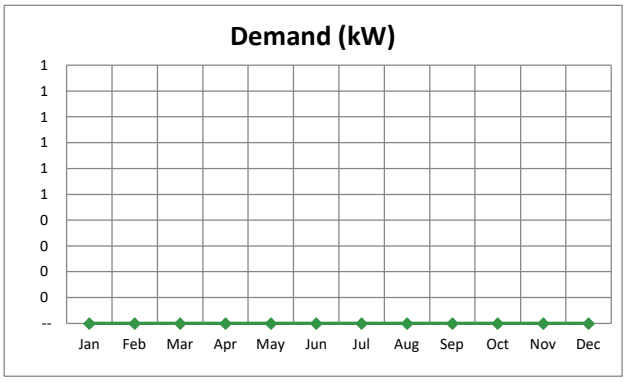
Total EUI (kBtu/ft²)	41.6
Elec EUI (kBtu/ft²)	26.0
Gas EUI (kBtu/ft²)	15.7
kgal/Occupant	--
W/ft²	--

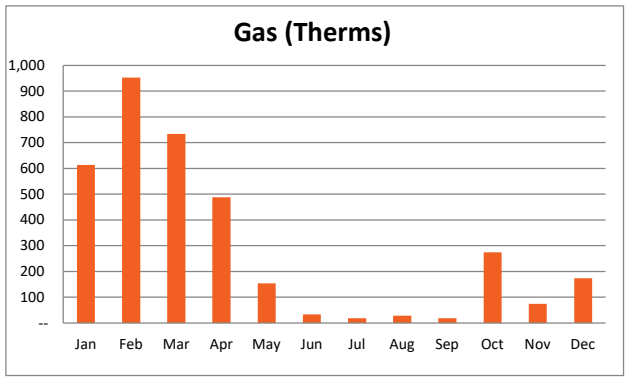
Comments

Average Energy Data

	Electric				Gas				Water		Totals	
	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**		**kgal**	**Cost**	**mmBTU**	**Cost**
Jan	13,225	--	45	$ 2,226	613	61	$ 394		--	$ -	106	***$ 2,620***
Feb	16,484	--	56	$ 2,728	952	95	$ 619		--	$ -	151	***$ 3,347***
Mar	16,578	--	57	$ 2,062	734	73	$ 465		--	$ -	130	***$ 2,527***
Apr	15,093	--	51	$ 2,775	488	49	$ 296		--	$ -	100	***$ 3,071***
May	11,678	--	40	$ 1,491	154	15	$ 90		--	$ -	55	***$ 1,580***
Jun	12,301	--	42	$ 2,047	33	3	$ 26		--	$ -	45	***$ 2,073***
Jul	15,188	--	52	$ 1,898	19	2	$ 18		--	$ -	54	***$ 1,915***
Aug	15,963	--	54	$ 2,092	28	3	$ 22		--	$ -	57	***$ 2,114***
Sep	16,814	--	57	$ 2,170	19	2	$ 16		--	$ -	59	***$ 2,186***
Oct	15,070	--	51	$ 1,940	274	27	$ 156		--	$ -	79	***$ 2,096***
Nov	11,950	--	41	$ 1,592	75	7	$ 49		--	$ -	48	***$ 1,641***
Dec	12,337	--	42	$ 1,621	174	17	$ 120		--	$ -	60	***$ 1,741***
	kWh	**kW**	**mmBTU**	**Cost**	**Therms**	**mmBTU**	**Cost**		**kgal**	**Cost**	**mmBTU**	**Cost**
Totals	172,681	--	589	*$ 24,641*	3,562	356	*$ 2,271*		--	$ -	945	***$ 26,912***







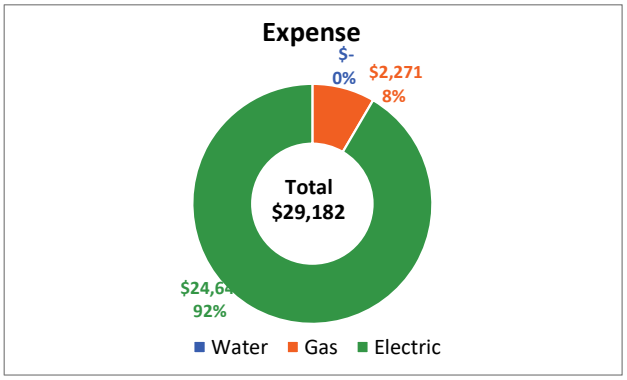


Exhibit K – Direct Purchase Summary

District PO#	Material Description	Vendor	ESSER Applicable	Original PO Amount
TBD	HVAC Equipment	Thermal Equipment Sales, Inc.	Yes	$ 322,255.00
TBD	HVAC Equipment	Daikin Applied, Inc.	Yes	$ 99,970.00
TBD	HVAC Equipment	Thermal Equipment Sales, Inc.	Yes	$ 39,970.00
TBD	HVAC Equipment	Thermal Equipment Sales, Inc.	Yes	$ 67,385.00
TBD	HVAC Equipment	Air Equipment Company	Yes	$ 167,505.00
TBD	HVAC Equipment	Allied Technologies	Yes	$ 8,020.00
TBD	Geothermal Materials	Geothermal Supply Co	Yes	$ 72,394.52
TBD	Lighting Materials	Wholesale Electric Supply Co.	No	$ 8,212.49
TBD	Lighting Materials	S&J Lighting	No	$ 67,299.51
TBD	Solar Materials	Baywa r.e.	No	$ 80,571.23
Totals				**$ 933,582.75**

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Exhibit L - Sample AIA Application for Payment

L.1 Sample AIA Application for Payment

Refer to the following pages.

Page content is proprietary and confidential

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO: 0

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	0.00
5. RETAINAGE:		
a. ____% of Completed Work (Column D + E on G703)	$	$0.00
b. ____% of Stored Material (Column F on G703)	$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Design Builder certifies that to the best of the Design Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN BUILDER:

By: Date:

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

DESIGN BUILDER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Design Builder certifies to the Owner that to the best of the Design Builder's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design Builder is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

DESIGN BUILDER:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design Builder under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Design Builder's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
DESIGN BUILDER'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED** (NOT IN D OR E)	**TOTAL COMPLETED AND STORED TO DATE** (D+E+F)	**%** (G ÷ C)	**BALANCE TO FINISH** (C - G)	**RETAINAGE** (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**					
	(Fill in & break down contract values) *(Add any change order(s) descriptions)*								
	GRAND TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$0.00**	**$0.00**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit M – Project Plans and Specification List

M.1 Specifications

The following specification sections are under development for all HVAC replacement projects:

DIVISION 20 – Mechanical
DIVISION 23 – HVAC
DIVISION 25 – Building Automation System
DIVISION 26 – Electrical
DIVISION 28 – Electronic Safety and Security

M.2 Plans

The following plans have been developed and issued:

GENERAL DRAWINGS

GE1.0	Lighting Schedule
GE2.0	Lighting Schedule
GE3.0	Lighting Symbols & Ballast Removal
GE4.0	Fixture Mounting Details
GE5.0	Occupancy/Vacancy Sensor Detail
C0.0	Carroll County Schools – Control Riser Diagram
C0.1	Carroll County Schools – Control Riser Diagram

CARROLL COUNTY HIGH SCHOOL

M1.0	Mechanical Legend
M2.1A	Partial First Floor Area 'A' – Demolition Plan
M2.1B	Partial First Floor Area 'B' – Demolition Plan
M2.1C	Partial First Floor Area 'C' – Demolition Plan
M2.2D	Second Floor Area 'D' – Demolition Plan
M2.2E	Second Floor Area 'E' – Demolition Plan
M2.3A	Partial First Floor Area 'A' – Hydronics Demolition Plan
M2.3B	Partial First Floor Area 'B' – Hydronics Demolition Plan
M2.3C	Partial First Floor Area 'C' – Hydronics Demolition Plan
M2.3D	Second Floor Area 'D' – Hydronics Demolition Plan
M2.4	Partial Roof – Demolition Plan
M2.5	Enlarged Mechanical Room Plan
M3.1A	Partial First Floor Area 'A' – Mechanical
M3.1B	Partial First Floor Area 'B' – Mechanical
M3.1C	Partial First Floor Area 'C' – Mechanical
M3.1D	Partial Second Floor Area 'D' – Mechanical
M3.1E	Partial Second Floor Area 'E' – Mechanical

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M3.2	Partial Roof Plan
M4.1A	Partial First Floor Area 'A' – Hydronics
M4.1B	Partial First Floor Area 'B' – Hydronics
M4.1C	Partial First Floor Area 'C' – Hydronics
M4.1D	Partial Second Floor Area 'D' – Hydronics
M5.1	Enlarged Mechanical Room Plan
M6.1	Mechanical Details
M6.2	Mechanical Details
M6.3	Mechanical Details
M6.4	Mechanical Schedules
M7.2	Mechanical Schedules
E1.0	Electrical Legend & General Notes
E2.1A	Partial First Floor Area 'A' – Demolition Plan
E2.1B	Partial First Floor Area 'B' – Demolition Plan
E2.1C	Partial First Floor Area 'C' – Demolition Plan
E2.2D	Partial Second Floor Area 'D' – Demolition Plan
E2.3	Roof – Demolition Plan
E3.1A	Partial First Floor Area 'A' – New Work
E3.1B	Partial First Floor Area 'B' – New Work
E3.1C	Partial First Floor Area 'C' – New Work
E3.2D	Partial Second Floor Area 'D' – New Work
E3.3	Roof – New Work
E4.0	Electrical Details
EL1.0	Cover
EL1.1	First Floor Area 'A' – Lighting Plan
EL1.2	First Floor Area 'B' – Lighting Plan
EL1.3	First Floor Area 'C' – Lighting Plan
EL1.4	Second Floor Area 'D' – Lighting Plan
EL1.5	Gym Area 'E' – Lighting Plan
C1.0	High School Controls Plan
C1.1	First Floor Area A Controls
C1.2	First Floor Area B Controls
C1.3	First Floor Area C Controls
C1.4	Second Floor Area D Controls
C1.5	Roof Controls
A1.0	Carroll County High School Ceiling Drawings
A1.1	First Floor Area 'A' Ceiling Plan
A1.2	First Floor Area 'C' Ceiling Plan
A1.3	Second Floor Area 'D' Ceiling Plan
UM1.0	Carroll County High School Site Geothermal Plan
UM1.1	Geothermal Site Plan

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CARROLL COUNTY MIDDLE SCHOOL

EL2.0	Cover
EL2.1	First Floor Area 'A' – Lighting Plan
EL2.2	First Floor Area 'B' – Lighting Plan
EL2.3	First Floor Area 'C' – Lighting Plan
EL2.4	First Floor Area 'D' – Lighting Plan
EL2.5	Lower Level Area 'E' – Lighting Plan
EL2.6	Upper Level Area 'F' – Lighting Plan
EL2.7	Upper Level Area 'G' – Lighting Plan
EL2.8	Site Lighting
C2.0	Middle School Controls Plan
C2.1	First Floor – Area A
C2.2	First Floor – Area B
C2.3	First Floor – Area C
C2.4	First Floor – Area D
C2.5	First Floor – Area E
C2.6	Second Floor – Area F & Area G

CARTMELL ELEMENTARY SCHOOL

EL3.0	Cover
EL3.1	First Floor Area 'A' – Lighting Plan
EL3.2	First Floor Area 'B' – Lighting Plan
EL3.3	First Floor Area 'C' – Lighting Plan
EL3.4	Second Floor – Lighting Plan
C3.0	Cartmell Elementary Controls
C3.1	First Floor – Area A
C3.2	First Floor – Area B
C3.3	First Floor – Area C
C3.4	Second Floor – Area D
PV1.0	Cover Sheet
PV1.1	General Notes
PV1.2	Site Plan
PV1.3	Plot Plan
PV1.4	Staging Area
PV1.5	Roof Map
PV1.6	Photo Map
PV1.7	Roof A Ballast & Strings
PV1.8	Roof B Ballast & Strings
S1.0	Structural
E1.0	UAD & Inverter Rise
E1.1	Production Meter Elevation
E1.2	Exterior Conduit Plan

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E1.3 Interior Conduit Plan
E1.4 Single Line Diagram: Inverter 1
E1.5 Single Line Diagram: Inverter 2
E1.6 Single Line Diagram: Master
E1.7 Safety Placards & Signage
OM1.0 Panel ID Number Map
OM1.1 Optimizer Sticker Map
OM1.2 Optimizer Sticker Map
OM1.3 Optimizer Sticker Map
M8.0 Cartmell Mechanical Room New Work

KATHRYN WINN ELEMENTARY SCHOOL

EL4.0 Cover
EL4.1 First Floor Area 'A' – Lighting Plan
EL4.2 First Floor Area 'B' – Lighting Plan
EL4.3 First Floor Area 'C' – Lighting Plan
C4.0 Kathryn Winn Elementary Controls
C4.1 First Floor – Area A
C4.2 First Floor – Area B
C4.3 First Floor – Area C

CARROLL COUNTY OUT BUILDING

EL5.0 Cover
EL5.1 I.T. Building, Child Development & Maintenance Building – Lighting Plan
EL5.2 Conditioning Center – Lighting Plan

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Exhibit N – Federal Provisions

The following provisions listed will be met with compliance due to the use of Elementary and Secondary School Emergency Relief (ESSER) funds.

i. In the event that the school district terminates the contract for cause, a 14-day notice must be issued to allow for the Contractor to remedy the issue. If at that time, the Owner still wishes to terminate the Contract, the Owner and Contractor will meet to decide on an agreed upon payment amount for work completed to date.

   In the event that the school district terminates the contract for convenience, a 30-day notice is to be issued to the Contractor, and an agreed upon payment will be issued to the Contractor for work completed to date.

ii. Equal Employee Opportunity Act:

   Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

   The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

   During the performance of this contract, the contractor agrees as follows:

   (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

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employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

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agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

iii. Davis-Bacon Act Terms.

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or

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Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing any person employed in the construction of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

iv. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

The Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

v. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor has applied for the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

vii. Solid Waste Disposal Act

The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year

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exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *See* 2 CFR § 200.323.

viii. Buy American Preference

To the greatest extent practicable under a Federal award, the Contractor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement must be included in all subawards including all contracts and purchase orders for work or products under this award**.** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. *See* 2 CFR § 200.322.

ix. Disadvantaged Business Enterprise Obligations

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps will include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

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"General Decision Number: KY20210021 11/05/2021

Superseded General Decision Number: KY20200021

State: Kentucky

Construction Type: Building

County: Carroll County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	02/12/2021
3	02/19/2021
4	10/08/2021
5	10/29/2021
6	11/05/2021

ASBE0051-001 03/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 26.51	17.16

BOIL0040-001 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 37.60	27.49

* CARP1076-001 06/01/2021

	Rates	Fringes
MILLWRIGHT	$ 29.06	22.95

* CARP1650-003 06/01/2021

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation Only)	$ 30.43	22.05

ENGI0181-084 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler)	$ 29.70	17.85

ENGI0181-085 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)	$ 34.60	17.85

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE $.75 ABOVE THE WAGE RATE.
ALL CRANES WITH PILING LEADS WILL RECEIVE $.50 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.

ENGI0181-086 06/01/2021

	Rates	Fringes

POWER EQUIPMENT OPERATOR
(Forklift).....$ 33.51 17.85

IRON0782-015 08/01/2021

	Rates	Fringes
IRONWORKER, REINFORCING	$ 29.24	23.75

LABO0189-025 06/01/2021

	Rates	Fringes
LABORER (Carpenter Tender, Grade Checker)	$ 24.56	14.57

LABO0189-027 06/01/2021

	Rates	Fringes
LABORER (Pipelayer, Tamper - Hand Held)	$ 24.96	14.57

LABO0189-029 06/01/2021

	Rates	Fringes
LABORER (Grouting)	$ 25.16	14.57

PAIN1072-006 12/01/2018

	Rates	Fringes
PAINTER (Drywall Finishing/Taping and Spray Only)	$ 27.76	18.50

PLUM0452-021 11/01/2020

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation)	$ 34.50	19.79

SFKY0669-002 04/01/2021

	Rates	Fringes
SPRINKLER FITTER	$ 37.85	22.07

SHEE0110-006 12/01/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation)	$ 33.13	23.07

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* UAVG-KY-0010 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 29.46	23.50

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* UAVG-KY-0012 01/01/2020

	Rates	Fringes
LABORER: Power Tool Operator	$ 24.23	14.67

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* UAVG-KY-0013 01/01/2019

	Rates	Fringes
OPERATOR: Bulldozer	$ 32.38	15.75

SUKY2015-003 06/02/2015

	Rates	Fringes
BRICKLAYER	$ 23.53	11.62
CARPENTER (Form Work Only)	$ 19.97	9.54
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 22.53	10.25
CEMENT MASON/CONCRETE FINISHER	$ 20.92	10.90
ELECTRICIAN	$ 29.53	12.94
IRONWORKER, STRUCTURAL	$ 25.25	15.78
LABORER: Common or General	$ 20.67	7.65
LABORER: Mason Tender - Brick	$ 22.36	10.76
LABORER: Mason Tender -		

Cement/Concrete.....$ 23.17 10.05

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 24.55 10.61

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 24.64 13.00

OPERATOR: Grader/Blade.....$ 24.33 13.00

PAINTER (Brush and Roller).....$ 21.28 11.14

PLUMBER.....$ 30.36 13.62

ROOFER.....$ 22.31 7.41

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 27.74 13.20

TILE FINISHER.....$ 17.67 7.45

TILE SETTER.....$ 25.77 6.10

TRUCK DRIVER: Dump Truck.....$ 17.07 6.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.:1235-0008 Expires: 07/31/2024

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									
			O		0.00		$0.00						$0.00	$0.00
			S		0.00									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Exhibit O – Warranty and Title

O.1 Warranty

Qualified Provider hereby warrants to Owner that all materials furnished by Qualified Provider, if any, and all workmanship performed by Qualified Provider in connection with the Project shall be in accordance with the general industry standards of the mechanical and electrical construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all defective materials or workmanship. Qualified Provider shall promptly remedy any and all defective materials or workmanship furnished by Qualified Provider or any Sub-contractor upon receipt of written notice thereof from Owner. If required by Owner, Qualified Provider shall furnish satisfactory evidence as to the kind of quality of materials and equipment used in connection with the Project. All design services or certifications provided by or through Qualified Provider shall be in accordance with the industry standards of similar design professionals similar work for similar projects.

The warranty set forth herein shall continue to be effective for a period of one (1) year following Owner's acceptance or beneficial use of each Energy Conservation Measure, acceptance of a particular Facility, or acceptance of the Project, whichever comes first. Owner shall give the Qualified Provider written notice of all defective work, specifically detailing the deficiencies to be corrected, and the Qualified Provider shall repair or otherwise remedy such defective work in an expeditious manner.

To the extent possible, Qualified Provider shall assign to the Owner all warranties that Qualified Provider receives from its vendors and/or Sub-contractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein. This provision shall not affect any other warranty obligations provided in the Contract.

O.2 Title and Risk of Loss

Risk of Loss for all equipment and materials provided by Qualified Provider and/or Sub-contractor shall transfer to Owner upon installation and acceptance of such equipment and materials to Owner's Facilities. Title to an Energy Conservation Measure shall vest with the Owner upon installation, acceptance, and approving payment to Qualified Provider. It is the intent of all parties that any transfer of title to Owner pursuant to this contract shall occur automatically without necessity of any bill of sale, certificate of title, or other instrument of conveyance beyond the partial certificate of acceptance. Owner shall be responsible for operating and maintaining all Energy Conservation Measures that are installed. Owner shall also be responsible for any real or personal property taxes related to the Energy Conservation Measures. This provision shall not affect any warranty obligations provided in the Contract.

Page content is proprietary and confidential

Exhibit P – Non-Collusion Affidavit

The following Non-Collusion Affidavit has been signed and delivered to the Kentucky Department of Education for their records.

Page content is proprietary and confidential

KENTUCKY DEPARTMENT OF EDUCATION
NON-COLLUSION AFFIDAVIT
702 KAR 4:160

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

☒ Any school board member or the superintendent;

☒ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.
_None_____

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Casey T. Wilson Project Manager
Name Title
CMTA, INC.
Name of Company

Subscribed and Sworn to Me this

____11th_____ day of __February_____,

2022_____.

Carrie Lea Black
Notary Signature

My Commission expires:

March 26, 2022.

CARRIE LEA BLACK
NOTARY PUBLIC
ID # KYNP26457
MY COMMISSION EXPIRES MARCH 26, 2025
COMMONWEALTH OF KENTUCKY

Notary Seal