

COLORADO ENERGY OFFICE – ENERGY PERFORMANCE CONTRACTING PROGRAM



COLORADO

Energy Office

Energy Performance Contracting

ENERGY PERFORMANCE CONTRACTING

FOR COLORADO POLITICAL SUBDIVISIONS (municipality, county, special district, or school district (**§29-12.5-101 (5) C.R.S.**))

MODEL CONTRACT

The Colorado Energy Office presents this document as a model contract. General Counsel to Political Subdivision should make suitable adaptations to this Model Contract pursuant to applicable Political Subdivision statutes, charter provisions and code or other procedural requirements.

POLITICAL SUBDIVISION: [Elizabeth School District, CO](#)

ENERGY SERVICE COMPANY
(STATE REGISTERED NAME): [Schneider Electric Buildings Americas, Inc.](#)

PROJECT NUMBER: _____

PROJECT NAME: [Elizabeth School District Resource Efficiency Initiative](#)

TABLE OF CONTENTS

PARTIES

EFFECTIVE DATE AND NOTICE OF NON-LIABILITY

RECITALS

1. DEFINITIONS
2. ORGANIZATION AND TERM
3. FUNDING
4. COMPENSATION
5. PRE-CONSTRUCTION SERVICES
6. CONSTRUCTION
7. CONTRACTOR PERFORMANCE
8. START-UP, COMMISSIONING, INSPECTION, and ACCEPTANCE
9. ENVIRONMENTAL REQUIREMENTS
10. TRAINING AND FOLLOW-UP ACTIVITIES BY CONTRACTOR
11. MALFUNCTIONS AND EMERGENCIES
12. OWNERSHIP
13. MEASUREMENT AND VERIFICATION PLAN
14. GUARANTEE
15. MODIFICATION, UPGRADE OR ALTERATIONS OF EQUIPMENT
16. LOCATION AND ACCESS
17. MATERIAL CHANGES
18. INSURANCE
19. BREACH
20. REMEDIES
21. REPRESENTATIONS AND WARRANTIES
22. PRINCIPAL REPRESENTATIVE M&V TERM RESPONSIBILITIES
23. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE
24. GENERAL PROVISIONS
25. SCHEDULES-LIST OF
26. OPTIONAL PROVISIONS AND ELECTIONS
27. NOTICES and REPRESENTATIVES
28. SIGNATURE PAGE

PARTIES

This Energy Performance Contract (hereinafter called "Contract" or "EPC") is entered into by and between Energy Service Company, [Schneider Electric Buildings Americas, Inc.](#) (hereinafter called "Contractor"), and the [Elizabeth School District](#) (hereinafter called the "Political Subdivision").

RECITALS

WHEREAS, authority for the Political Subdivision to enter into this Contract exists in the law, including **§29-12.5-101, C.R.S.** and other applicable state statutes and charter and code provisions, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment of the amounts due hereunder, all within applicable constitutional, statutory, charter, code or other limitations applicable to the Political Subdivision; and

WHEREAS, required approvals, clearance and coordination have been accomplished by Political Subdivision, to enter into a contract for the design and implementation of energy analysis and recommendations pertaining to measures that would significantly increase Utility Cost Savings, Operations and Maintenance Cost Savings, and Vehicle Fleet Operational and Fuel Cost Savings, pursuant to **§29-12.5-101, C.R.S.**; and

WHEREAS, the Contractor or other entity and the Political Subdivision entered into a certain Investment Grade Audit Contract pursuant to **§29-12.5-102, C.R.S.**, whereby the Contractor or other entity provided an analysis and recommendations in the form of an Investment Grade Audit report and an energy performance contracting project proposal. Such report and project proposal provided: estimates of (i) the amounts by which Utility Cost Savings and Operation and Maintenance Cost Savings would increase and (ii) all costs of such Utility Cost-Savings Measures or Facility Improvement Measures (FIMs), including, but not limited to, itemized costs of design, engineering, equipment, materials, installation, maintenance, repairs, and debt service or estimates of (i) the amounts by which Vehicle Fleet Operational and Fuel Cost Savings would increase and (ii) all costs of such Vehicle Fleet Operational and Fuel Cost-Savings Measures, set forth in **§29-12.5-102(2), C.R.S.**; and

WHEREAS, the Contractor or other entity was selected by the Political Subdivision as the entity to analyze and recommend measures to significantly increase utility cost, operation and maintenance cost, and vehicle fleet operational and fuel cost savings, through an IGA, pursuant to competitive negotiations; and

WHEREAS, the Political Subdivision has approved Contractor's or other entity's analyses and recommendations in the IGA set forth in **§29-12.5-102, C.R.S.**; and

WHEREAS, the analysis and recommendations provided by the Contractor or other entity pursuant to the IGA indicate that the expected annual payments by the Political Subdivision required under this Contract, or as required in a contract with the Political Subdivision and any Third-Party Lessor, which payments shall include any annual maintenance costs and annual fees for measurement and verification per statute, for the implementation of one or more Utility Cost-Savings Measures or FIMs is required to be equal to or less than the sum of the Utility Cost Savings and Operation and Maintenance Cost Savings achieved by the implementation of such Utility Cost-Savings Measures and FIMs on an annual basis; and

WHEREAS, the Contractor or other entity and the Governing Body of the Political Subdivision have reviewed the Energy Performance Contract Project Proposal, which was derived from the Investment Grade Audit report, in respect of which the Political Subdivision has received and reviewed the IGA Record of Review from the Colorado Energy Office (CEO), and created a finalized EPC Description of Work (**Schedule B**), and that all the necessary information has been incorporated into the appropriate EPC schedules to complete the Work; and

WHEREAS, the Contractor is either (i) the same entity that performed the IGA and is therefore exempt from any additional competitive bidding or procurement provisions, pursuant to **§29-12.5-103(1)(a), C.R.S.**, or (ii) not the same entity that performed the IGA and was selected for performance of this Contract pursuant to negotiation requirements, and applicable competitive bidding or procurement provisions; and

NOW, THEREFORE: in consideration of the premises and mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Political Subdivision and the Contractor hereby agree to the terms and conditions in this Contract.

EFFECTIVE DATE AND NOTICE OF NON-LIABILITY

This Contract shall not be effective or enforceable until it is authorized and approved by the Governing Body (defined below in Article 1) of the Political Subdivision, by applicable resolution, ordinance or other authorizing action of the Governing Body, and executed by a duly authorized representative of the Political Subdivision, as set forth in such resolution, ordinance or other authorizing action (defined below as the “Principal Representative”), on the date set forth in Section 28 hereof in the signature block of the Political Subdivision (the “Effective Date”). The Political Subdivision shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay or reimburse the Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract, except that the Principle Representative may make any payments for work that was completed under a properly executed contract for an investment grade audit that are to be paid under this contract in accordance with the terms of the investment grade audit contract.

All references in this Contract to “Article,” “Section,” “Subsections,” “Exhibits” or other “attachments,” whether spelled out or using the § symbol, are references to Articles, Sections, Subsections, Exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

1. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Adjusted-Baseline Energy

“Adjusted-Baseline Energy” means the energy use of the baseline period, adjusted to a different set of operating conditions.

B. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

“American Society of Heating, Refrigeration, and Air Conditioning Engineers” or “ASHRAE” means the recognized professional organization with standards and guidelines that may be referenced for additional definitions, procedures, and technical information as necessary in this Scope of Work and the IGA Project Proposal Report.

C. Baseline Energy

“Baseline Energy” means the energy use (units) occurring during the Baseline Period without adjustments.

D. Baseline Period

“Baseline Period” means the period of time chosen to represent operation of the facility or system before implementation of a Utility Cost-Savings Measure or any applicable FIM, as defined herein. This period may be as short as the time required for an instantaneous measurement of a constant quantity, or long enough to reflect one full operating cycle of a system or facility with variable operations.

E. Baseline

“Baseline” means and pertains to the baseline period.

F. Business Day

“Business Day” means any day in which the Political Subdivision is open and conducting business, but shall not include Saturday, Sunday or any holidays observed by the Political Subdivision.

G. Colorado Open Records Act (CORA)

“CORA” means the Colorado Open Records Act, **§§24-72-200.1 et seq., C.R.S.**

H. Commissioning

“Commissioning” means a process for achieving, verifying and documenting the performance of equipment to meet the operational needs of the facility within the capabilities of the design, and to meet the design documentation and the Political Subdivision’s functional criteria, including preparation of operating personnel. Retro-commissioning is the application of the Commissioning process to existing buildings.

I. Compensation

“Compensation” means the funds payable to the Contractor by the Political Subdivision for the performance of the Contractor’s obligations hereunder, including, but not limited to, the Project and the M&V Services.

J. Contingency Funds

“Contingency Funds,” if applicable, means the moneys of the Political Subdivision not included in the Fixed Limit of Construction Cost and budgeted, appropriated and encumbered for Project contingency purposes in order that the Political Subdivision may use such moneys to pay to the Contractor, any other contractor through a Separate Contract constituting a portion of the Project Work as determined and authorized by the Governing Body, or any Third-Party Lessor. Contingency Funds could be used in the event of construction cost budget overage, if the Principal Representative, upon the authorization of the Governing Body, determines to add to or change the Contractor’s Scope of Work, hire a contractor for special services (example-environmental remediation) or reduce the Political Subdivision’s obligation to any Third-Party Lessor, all pursuant to **Article 6(C)** and **Article 6(J)**.

K. Construction Commencement Date

“Construction Commencement Date” means the date the Principal Representative issues a written Notice to Proceed to Commence Construction Phase form.

L. Construction Documents

“Construction Documents” means the documents set forth in **Article 6(A)**.

M. Construction Term

“Construction Term” means the period of time in which Contractor shall complete the Project, pursuant to **Article 6(F)**.

N. Contract Documents

“Contract Documents” means this Contract; the Exhibits; the Schedules; and the Construction Documents. **Article 25** and **Article 26**, respectively, list the Exhibits and Schedules attached hereto and incorporated by reference herein.

O. Contractor’s Intellectual Property

“Contractor’s Intellectual Property” means any formulas, patterns, devices, inventions or processes, copyrights, patents, or other intellectual property purchased, licensed or developed or otherwise rightfully owned and/or possessed by Contractor prior to or outside of this Contract or purchased, licensed or developed by Contractor or its Subcontractors in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

P. Contract Term

“Contract Term” means the definition set forth in **Article 2(B)**.

Q. Cost-Weighted Average Service Life

“Cost-Weighted Average Service Life” means the calculation is based upon the service life of the equipment (ASHRAE Handbook - HVAC Applications or other approved source), the cost of each Utility Cost-Savings Measure or FIM (excluding the audit cost and Political Subdivision’s Contingency Funds), and the total cost of all the measures. The formula is the sum of each measure cost divided by the total cost multiplied by its service life. Cost-Weighted Average Service Life = \sum each measure ÷ total cost × service life.

R. C.R.S.

“C.R.S.” means the Colorado Revised Statutes, as amended.

S. Deliverable

“Deliverable” means any document, material, data, information, specification or other deliverable that results from or is provided through the Services or that Contractor is required to deliver to the Principal Representative under this Contract, the Exhibits, Schedules or other document or report which is required to be delivered by Contractor to the Principal Representative pursuant to this Contract and is created after the Effective Date.

T. Design Documents

“Design Documents” or “DDs” means documents supplied by Contractor consisting of drawings, specifications, and other documents that fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate, and include design plans and documentation for each Utility Cost-Savings Measure or FIM that may become part of the Project, and as further described in **Article 5(C)**.

U. Energy

“Energy” means electricity (both usage and demand), natural gas, steam, water (potable or non-potable), or any other Utility charged service.

V. Energy Conservation Measure

“Energy Conservation Measure” or “ECM” means an Energy Saving Measure or Utility Cost-Savings Measure as defined in **§29-12.5-101(4) and §29-12.5-101(9), C.R.S.**, respectively. An ECM is an activity or set of activities designed to increase the efficiency (energy, water, or other utility) of a facility, system or piece of equipment. ECMs may also conserve energy without changing efficiency. An ECM may involve one or more of: physical changes to facility equipment, revisions to operating and maintenance procedures, software changes, or new means of training or managing users of the space or operations and maintenance staff. An ECM may be applied as a retrofit to an existing system or facility, or as a modification to a design before construction of a new system or facility. Within this Contract, Utility Cost- Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

W. Energy Cost-Savings Contract

“Energy Cost-Savings Contract” means a Utility Cost-Savings Contract or a Vehicle Fleet Operational and Fuel Cost-Savings Contract as defined in **C.R.S.29-12.5-101 (2.5)**.

X. Energy Cost-Savings Measure

"Energy Cost-Savings Measure" means a Utility Cost-Savings Measure or a Vehicle Fleet Operational and Fuel Cost-Savings Measure. Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost- savings measures.

Y. Energy Performance Contract

“Energy Performance Contract” (“EPC”) as defined in **§29-12.5-101(3), C.R.S.**, is a contract for evaluations, recommendations or implementation of one or more Utility Cost-Savings Measures designed to produce Utility Cost-Savings, Operation and Maintenance Cost Savings, or Vehicle Fleet Operational and Fuel Cost-Savings, which:

- i. Sets forth savings attributable to calculated Utility Cost-Savings or Operation and Maintenance Cost Savings for each year during the Contract Term;
- ii. Provides that the amount of actual savings for each year during the Contract Term shall exceed annual contract payments, including maintenance costs, to be made during such year by the Political Subdivision contracting for the Energy Cost-Savings Measures;
- iii. Requires the party entering into the Energy Performance Contract with the Political Subdivision to provide a written guarantee that the sum of Energy Cost-Savings and Operation and Maintenance Cost Savings for each year during the first three years of the Contract period shall not be less than the calculated savings for that year;
- iv. Requires a minimum of one-tenth of payments by the Political Subdivision to be made within the first two years. Requires remaining payments by the Political Subdivision to be made within 12 years after the date of the execution of the contract, except that the maximum term of the payments shall be less than the Cost-Weighted Average Service Life of energy cost-savings equipment for which the contract is made, not to exceed 25 years.

Z. Energy Service Company

“Energy Service Company” or “ESCO” means the energy service company entity entering into a contract to design and construct the Project with the Political Subdivision. The Energy Service Company may also be referred to as “Contractor” in this Contract or in related schedules, exhibits, attachments, contract modification or procedural documents. The ESCO may be the architect/engineer for the Utility Cost- Savings Measures or may contract out these professional services with approval of the Governing Body.

AA. Equipment

“Equipment” means the equipment, systems and associated services set forth on **Schedule B**, together and with any and all includes all replacements, repairs, restorations, Modifications and improvements of or to such Equipment.

BB. Escrow Agreement

“Escrow Agreement” means the escrow agreement, if applicable, executed by the Political Subdivision, the Lessor, if any, and the Escrow Fund Custodian, pursuant to which the Escrow Fund is established and administered.

CC. Escrow Fund

“Escrow Fund” means the fund, if applicable, established under the Escrow Agreement

DD. Escrow Fund Custodian

“Escrow Fund Custodian” is indicated in **Article 3D**.

EE. Evaluation

“Evaluation” means the process of examining the Contractor’s Work and rating such Contractor’s Work based on criteria established in this Contract.

FF. Excluded Materials and Activities

“Excluded Materials and Activities” means asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, pollutants, hazardous wastes, hazardous materials, or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof.

GG. Facility

“Facility ” or “Facilities” means any building or utility owned or operated by the Political Subdivision.

HH. Facility Improvement Measure

“Facility Improvement Measure” or “FIMS” is an activity or set of activities designed to improve the structural or operational conditions of a facility, system or piece of equipment. A FIM may be an activity associated with an Energy Cost-Savings Measure and funded as part of an EPC. A FIM may be an activity requested by the Political Subdivision, but is not an Energy Cost-Savings Measure, but funds have been budgeted, appropriated and otherwise made available to be included in an EPC. Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

II. Federal Energy Management Program (FEMP) Measurement & Verification Guidelines

“Federal Energy Management Program (“FEMP”) Measurement and Verification (M&V) Guidelines” means the current M&V Guidelines prepared by the U.S. Department of Energy. The FEMP M&V Guidelines contains specific procedures for applying concepts originating in the IPMVP (definition below). The FEMP M&V Guidelines represents a specific application of the IPMVP to EPC projects. It outlines procedures for determining M&V approaches, evaluating M&V plans and reports, and establishing the basis of payment for energy savings during the contract. These procedures are intended to be fully compatible and consistent with the IPMVP.

JJ. Finance Agreement Term

“Finance Agreement Term” means the original term and all renewal terms of any Lease-Purchase Agreement or any other financing or funding agreement of the Political Subdivision for the costs of this Contract.

KK. Fiscal Year

“Fiscal Year” means a 12-month period beginning on [July 1](#) of each calendar year and ending on [June 30](#).

LL. Fixed Limit of Construction Cost

“Fixed Limit of Construction Cost” or “FLCC” means the total amount to be paid by the Political Subdivision or any Third-Party Lessor to Contractor for Contractor’s satisfactory performance, construction, and installation of all elements of the Work, which shall include, but not be limited to, costs and expenses, permits, reimbursables, reproduction expenses, licensing, performance and payment bonds, materials, labor, auditing, IGA, design, engineering, project construction management costs, commissioning, training, profit, travel expenses, communications, code work, including review, inspection, and compliance unless otherwise noted, acquisition and installation of Equipment, and all other items necessary to complete the Work. The Fixed Limit of Construction Cost is included as a part of the MCP and all costs comprising the Fixed Limit of Construction Cost shall be identified in **Schedule F**, which shall be executed after this Contract is effective. The Fixed Limit of Construction Cost does not include any Contingency Funds or the M&V Fee.

MM. Governing Body

“Governing Body” means the governing body of the Political Subdivision, a governing body (city or town council, board of trustees, etc.) of any municipality or home rule county, a board of county commissioners of any county, a board of directors of any special district, or a board of education of any school district as defined in **§29-12.5-101(1), C.R.S.**

NN. Guarantee

“Guarantee” means the warranty and guarantee made by the Contractor in **Article 14** hereof that for each year of the Guarantee Period, the Project shall result in annual cost savings equal to or greater than the Guaranteed Annual Cost Savings presented in **Schedule C** which shall be equal to or greater than the Political Subdivision’s annual payments used to repay the project funding, as set forth in **§29-12.5-101(3), C.R.S.** Failure to meet the Guaranteed Annual Cost Savings in any year during the Guarantee Period shall result in Contractor directly remunerating the Political Subdivision the dollar amount equal to the cost value of that year’s Guaranteed Annual Cost Savings shortfall. Alternatively, subject to the Governing Body’s consent, which shall not be unreasonably withheld, Contractor may implement additional Utility Cost-Savings Measures or FIMs, at no cost to the Political Subdivision, which may generate additional annual cost savings in future years of the Performance Period to offset future Guaranteed Annual Cost Savings shortfall.

OO. Guarantee Period

“Guarantee Period” means a period of time commencing upon M&V Commencement Date and terminating on the termination of the M&V Term. The Guarantee Period is a mutually agreed to time period after the M&V Commencement Date, during which Guaranteed Annual Cost Savings resulting from the Project are measured and verified by the Contractor set forth in **EPC Schedule D**.

PP. Guaranteed Annual Cost Savings

“Guaranteed Annual Cost Savings” means measurable and verifiable aggregate of Guaranteed Annual Utility Cost Savings, Guaranteed Annual Operations and Maintenance Cost Savings, and Annual Vehicle Fleet Operational and Fuel Cost Savings guaranteed by Contractor resulting from the Project that shall occur for each year of the Guarantee Period pursuant to **Schedule C**. Guaranteed Annual Utility Cost Savings shall be determined by Contractor’s Measurement and Verification of annual utility unit use reductions and the application of mutually agreed to baseline and escalated utility unit costs for each year of the Guarantee Period as defined in **Schedule C**.

QQ. Guaranteed Annual Operations and Maintenance Cost Savings

“Guaranteed Annual Operations and Maintenance Cost Savings” means annual cost savings resulting from a verifiable reduction in the Political Subdivision’s operation and maintenance budget.

RR. Guaranteed Annual Utility Cost Savings

“Guaranteed Annual Utility Cost Savings” means annual Utility Cost Savings resulting from a reduction of usage and the application of the mutually agreed to baseline and escalated utility unit rates as presented in **Schedule C**.

SS. Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings

“Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings” means measurable and verifiable annual cost savings resulting from the reduction of vehicle operations, fuel and maintenance costs.

TT. International Performance Measurement and Verification Protocol

“International Performance Measurement and Verification Protocol” or “IPMVP” means the current document prepared by the Efficiency Valuation Organization on the Effective Date of the IGA contract. It is the industry standard for current best practice techniques available for verifying results of energy efficiency, water efficiency, and renewable energy projects associated with the Investment Grade Audit Report and Energy Performance Contract Project Proposal (**reference §7**).

UU. Investment Grade Audit

“Investment Grade Audit” or “IGA” means a detailed audit of certain Facilities of the Political Subdivision, including the Premises, conducted by the Contractor or another party pursuant to the IGA Contract, as provided in **§29-12.5-102, C.R.S.** and in respect of which the Political Subdivision has received and reviewed the IGA Record of Review from the CEO, which serves as the basis for this Energy Performance Contract.

VV. Investment Grade Audit Contract

“Investment Grade Audit Contract” (IGA) means that certain contract between the Contractor and the Political Subdivision and entered into pursuant to **§29-12.5-102, C.R.S.**, and pursuant to which the Contractor conducted the IGA. The IGA Contract shall determine the feasibility of whether to enter into an Energy Performance Contract to provide for the implementation of Utility Cost Savings Measures, Facility Improvement Measures, and Operation and Maintenance Cost Savings Measures in Facilities owned or leased by the Political Subdivision and vehicle fleet operational and fuel cost saving measures at the Premises of the Political Subdivision.

WW. kW

“kW” means “Kilowatt” (abbreviation)

XX. kWh

“kWh” means “Kilowatt-hour” (abbreviation)

YY. Lease Purchase Agreement

“Lease Purchase Agreement” means any annually renewable lease purchase financing agreement entered into by the Political Subdivision, as lessee of the Equipment, and a Third-Party Lessor, as lessor of the Equipment and Services, for the financing of the Utility Cost-Savings Measures and FIMs as a result of Contractor’s work pursuant to this Contract (constituting the capital project so financed), as authorized pursuant to **§29-12.5-103, C.R.S.**

ZZ. Material Change

“Material Change” means any change or cumulative changes in or to the Premises, whether structural, operational or otherwise in nature as determined by the Governing Body or the Principal Representative, if authorized to do so by the Governing Body, and the Contractor, to increase or decrease Guaranteed Annual Cost Savings, as defined in **PP** above, in accordance with the provisions and procedures set forth in **Schedule B** and is correlated with such change in energy or water usage, and as described in **Article 17**.

AAA. Maximum Contract Price

“Maximum Contract Price” or “MCP” means the maximum amount of total allowable costs under this Contract, as set forth in **Article 4(A)**, which shall be the total amount paid by the Political Subdivision, or Third-Party Lessor on behalf of the Political Subdivision, to Contractor, and which shall include, but not be limited to, the Fixed Limit of Construction Cost, the Measurement and Verification Fee, and any Contingency Funds. It is the maximum amount payable to the Contractor pursuant to this Contract.

BBB. Measurement and Verification

“Measurement and Verification” or “M&V” means the process of using measurements to reliably determine and verify the actual savings created within buildings, infrastructure, or systems resulting from an energy management program. Savings cannot be directly measured, since they represent the absence of energy use. Instead savings are determined by comparing measured use before and after implementation of a project, making appropriate adjustments for changes in conditions. M&V follows the standards and definitions in the current International Performance Measurement and Verification Protocol (“IPMVP”), as may be amended by the Efficiency Valuation Organization on the Effective Date of this contract. The CEO Measurement and Verification Policy may allow alternative verification standards as appropriate for select Utility Cost-Savings Measures or FIMs.

CCC. M&V Commencement Date

“M&V Commencement Date” means the first day of the month following the completion by Contractor and the Principal Representative’s submittal of Notice of Final Acceptance.

DDD. M&V Fee

“M&V Fee” means an annual fee paid to Contractor by the Political Subdivision for Contractor’s satisfactory performance of the M&V Services, as set forth in **Article 13**. The M&V Fee is included as a part of the EPC Maximum Contract Price.

EEE. M&V Plan

“M&V Plan” defines how savings will be calculated and specifies any ongoing activities that will occur during the Contract Term. The details of the M&V Plan are in **EPC Contract Schedule D**.

FFF. M&V Services

“M&V Services” means Services or activities relating to the measurement and verification by Contractor of the efficiency and effectiveness of the Project, pursuant to this Contract and the CEO Measurement and Verification Policy as applied.

GGG. M&V Term

“M&V Term” has the meaning as described to it in **Article 13(D)**.

HHH. MMBtu

“MMBtu” means 1 Million British thermal unit (abbreviation).

III. Modification (of Equipment)

“Modification of Equipment” means a field installable upgrade, feature, addition, accessory or modification to Equipment, which is made by or for the original manufacturer of such Equipment.

JJJ. Modification (to the contract)

“Modification to the Contract” means a written (i) amendment to this Contract signed by both parties or (ii) change order executed in accordance with **Schedule A**.

KKK. Open Book Pricing

“Open Book Pricing” means “Open Book Pricing” as set forth in **Article 6(H)**.

LLL. Operation and Maintenance Cost Savings

“Operation and Maintenance Cost Savings” as defined in **§29-12.5-101 (4.5), C.R.S.**, means the measurable decrease in operation and maintenance (O&M) costs that is a direct result of the implementation of one or more Utility Cost-Savings Measures. Such savings shall be calculated in comparison with an established baseline of operation and maintenance costs.

MMM. Personally Identifiable Information (PII)

“PII” means personally identifiable information including, without limitation, any information maintained by the Political Subdivision about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in **§24-72-501, C.R.S.**

NNN. Political Subdivision Confidential Information

“Political Subdivision Confidential Information” means any and all Records of the Political Subdivision not subject to disclosure under CORA. Confidential Information of the Political Subdivision shall include, but is not limited to PII, Tax Information, and Political Subdivision personnel records not subject to disclosure under CORA.

OOO. Premises

“Premises” is as set forth in **Article 5(A)**.

PPP. Project

“Project” means Contractor’s design, acquisition, construction, and installation of the Utility Cost-Savings Measures and FIMs, and all Equipment and Services related thereto, as set forth in **Schedule B** and the Contract Documents, but does not include M&V Services.

QQQ. Rebate

“Rebate” means moneys used for Contractor’s compensation that are not the moneys of the Political Subdivision or moneys from a Third-Party Lessor, including solar REC’s and utility rebates, all as described in **Schedule B** and on **Schedule G**.

RRR. Review

“Review” means the examination by the Principal Representative of the Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with this Contract.

SSS. Schedule A

“**Schedule A**” means **Schedule A** to this Contract, attached hereto as General Conditions of the Energy Performance Contract.

TTT. Schedule B

“**Schedule B**” means **Schedule B** to this Contract, attached hereto as EPC Description of Work. The **Schedule B** is developed from information in the Contractor’s energy performance contract project proposal. **Schedule B** includes, but is not limited to, the final list of facilities that define the Premises, final list of facility improvement measures and installed equipment and upgrades that define the scope of work, training on operation of installed systems, start-up, commissioning, and design/construction schedule. **Schedule B** details the cost for the Work from initial design to the start of the Guarantee Period. **Schedule B** includes the savings associated with the facility improvement measures and outlines the financial terms of the project including any rebates, grants, Political Subdivision contributed funds, and the potential third-party financed amount that totals up to the Maximum Contract Price.

UUU. Services

“Services” means all services performed by Contractor hereunder, including, but not limited to, engineering, design, project management, construction management, design, training, and M&V Services, and tangible material produced either separately or in conjunction with the Work performed.

VVV. Simple Payback

“Simple Payback” means the length of time, typically presented in years, required to recover the cost of a measure or project.

WWW. Tax Information

“Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

XXX. Third-Party Lessor

“Third-Party Lessor” means a third-party entity entering into a Lease Purchase Agreement, as lessor, with the Political Subdivision, as lessee, for the lease purchase financing of the Equipment and the Services pursuant to this Contract.

YYY. Utility or Utilities

“Utility” or “Utilities” means the water, sewer services, electricity, payments to energy service companies, purchase of energy conservation equipment, and all heating fuels. Utility may include compressed air, chilled water, or other systems or services as agreed to with the Governing Body of the Political Subdivision.

ZZZ. Utility Cost Savings

“Utility Cost Savings” means the definition set forth in **§29-12.5-101(7), C.R.S.**, is the combination of either or both of the following:

- i. A cost savings caused by a reduction in metered or measured physical quantities of a bulk fuel or Utility resulting from the implementation of one or more Utility Cost-Savings Measures or FIMs when compared with an established baseline of usage; or
- ii. A decrease in utility costs as a result of changes in applicable utility rates or utility service suppliers. The savings shall be calculated in comparison with an established baseline of utility costs.

AAAA. Utility Cost-Savings Contract

“Utility Cost-Savings Contract” means an Energy Performance Contract or any other agreement in which Utility Cost Savings are used to pay for services or equipment set forth in **§29-12.5-101(8), C.R.S.**

BBBB. Utility Cost-Savings Measure

“Utility Cost-Savings Measure” means the definition set forth in **§29-12.5-101(9), C.R.S.**, is the installation, modification or service that is designed to reduce energy and water consumption and related operating costs in buildings and other facilities and includes, but is not limited to, the following:

- i. Insulation in walls, roof, floors and foundations, and in heating and cooling distribution systems
- ii. Storm windows and doors, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption
- iii. Automatic energy control systems
- iv. Heating, ventilating or air conditioning and distribution system modifications or replacements in buildings or central plants
- v. Caulking or weather stripping
- vi. Replacement or modification of lighting fixtures to increase the energy efficiency of the system without increasing the overall illumination of a facility unless such increase in illumination is necessary to conform to the applicable building code for the proposed lighting system
- vii. Energy recovery systems
- viii. Renewable energy and alternate energy systems
- ix. Cogeneration systems that produce steam or forms of energy, such as heat or electricity, for use primarily within a building or complex of buildings
- x. Devices that reduce water consumption or sewer charges
- xi. Changes in operation and maintenance practices
- xii. Procurement of low-cost energy supplies of all types, including electricity, natural gas and other fuel sources, and water
- xiii. Indoor air quality improvements that conform to applicable building code requirements
- xiv. Daylighting systems
- xv. Building operation programs that reduce utility and operating costs including computerized energy management and consumption tracking programs, staff and occupant training, and other similar activities
- xvi. Services to reduce utility costs by identifying utility errors and optimizing existing rateschedules

- xvii. Any other location, orientation, or design choice related to, or installation, modification of installation or remodeling of, building infrastructure improvements that produce utility or operational cost savings for their appointed functions in compliance with applicable state and local building codes
- xviii. Vehicle fleet operational and fuel cost savings
- xix. When an energy saving measure involves a cogeneration system, the sale of excess cogenerated energy shall be subject to the same state and federal regulatory requirements as the sale of all other cogenerated energy, as set forth in **§29-12.5-103(3), C.R.S.**

Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

CCCC. Vehicle Fleet Operational and Fuel Cost Savings

“Vehicle Fleet Operational and Fuel Cost Savings” means the definition set forth in **CRS§29-12.5-101(10)**, which is a measurable decrease in the operation and maintenance costs of Political Subdivision vehicles that is associated with fuel or maintenance based on higher efficiency ratings or alternative fueling methods, including but not limited to savings from the reduction in maintenance requirements and a reduction in or the elimination of projected fuel purchase expenses as a direct result of investment in higher efficiency or alternative fuel vehicles or vehicle or charging infrastructure.

DDDD. Vehicle Fleet Operational and Fuel Cost-Savings Contract

“Vehicle Fleet Operational and Fuel Cost-Savings Contract” in the definition set forth in **§29-12.5-101(11), C.R.S.**, means an Energy Performance Contract or any other agreement in which Vehicle Fleet Operational and Fuel Cost Savings are used to pay for the cost of the vehicle or associated capital investments.

EEEE. Vehicle Fleet Operational and Fuel Cost-Savings Measure

“Vehicle Fleet Operational and Fuel Cost-Savings Measure” is defined in **§29-12.5-101(12), C.R.S.**, means any installation, modification, or service that is designed to reduce energy consumption and related operating costs in vehicles and includes, but is not limited to, the following:

- i. Vehicle purchase or lease costs either in full or in part;
- ii. Charging or fueling infrastructure to appropriately charge or fuel alternative fuel vehicles included in an energy performance contract.

FFFF. Work

“Work” means the tasks and activities the Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A**, including the performance of the Services and delivery of the Goods.

GGGG. Work Product

“Work Product” means the tangible or intangible results of the Contractor’s Work, including, but not limited to, research, reports, studies, data, Design Documents, submittals, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type (but not including software), including drafts. Work Product does not include the Contractor’s Intellectual Property.

Any other term used in this Contract that is defined in a Schedule shall be construed and interpreted as defined in that Schedule.

2. ORGANIZATION AND TERM

A. Contract Phases

This Contract shall be performed in accordance with its provisions and contains the following phases:

- i. Funding (**Articles 3 and 4**)
- ii. Pre-Construction (**Article 5**)
- iii. Construction (**Article 6, 7, and 9**)
- iv. Start-up, Commissioning, and Acceptance (**Article 8**)
- v. Training (**Article 10**)
- vi. Measurement and Verification (**Article 13**)

B. Contract Term

Contractor shall complete the Work and its other obligations as described herein on or before

December 31, 2024

The Political Subdivision shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract. The term of this Contract (“Contract Term”) shall be divided into three (3) separate components:

- i. The "Planning Term," shall commence on the Effective Date and upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Design Phase under **Article 4(H)** and terminate upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Construction Phase for the last improvement per the Construction and Installation **Article 6(B)**
- ii. The "Construction Term," shall commence upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Construction Phase under **Article 6(E)**, and terminate no more than

589 days

after the Construction Commencement Date, unless sooner terminated as provided in this Contract
- iii. The "M&V Term" shall begin on the M&V Commencement Date and continue for a minimum term of three years per statute (**§29-12.5-101(3)(c), C.R.S.**) and no greater than the Finance Agreement Term. The M&V Term shall terminate pursuant to **Schedule D** unless sooner terminated as provided in this Contract.

3. FUNDING

A. Source of Funds

The Political Subdivision intends to obtain

\$4,564,785

in funds for the MCP required under this Contract by entering into a personal property annually renewable lease purchase financing arrangement with a Third-Party Lessor or in such other manner as the Governing Body of the Political Subdivision, in its sole discretion, shall deem authorized by resolution or ordinance pursuant to and within the limitations of applicable constitutional, statutory (which may include **§29-12.5-101(3)(b), C.R.S.**) and code provisions pertaining to the Political Subdivision. The total amount of funds that the Governing Body of the Political Subdivision will seek to acquire from a Third-Party Lessor will be

\$4,564,785

If Political Subdivision is unable to obtain funds in any manner for the entire amount of the MCP, the Governing Body of the Political Subdivision and the Contractor may negotiate a reasonable reduction in the Project scope, price, and Guarantee in a manner consistent with any available funds or the Governing Body of the Political Subdivision may unilaterally terminate this Contract, in the sole discretion of the Governing Body of the Political Subdivision. If the Political Subdivision is unable to obtain financing for the entire amount of the MCP and the Parties are unable to revise the Project scope to obtain available funds within sixty (60) days of the Effective Date, either Party may terminate this Contract upon 10 days written notice to the other Party and such termination shall not be a default under this Contract. Contractor will not be reimbursed for any anticipated profit or lost opportunity damages. Upon termination, neither Party shall have any obligation to the other Party under this Contract, except for those provisions which by their terms survive any such termination, as provided herein.

B. Political Subdivision Funds

The Political Subdivision will provide all or a portion of the moneys for the MCP required under this Contract in the amount of

\$0

from existing appropriations specifically budgeted, appropriated and encumbered for this purpose as full or partial compensation for the cost of the Project as described in **Schedule B** and indicated on **Schedule G** to be paid to Contractor as reimbursement pursuant to **Schedule A**.

C. Escrow Account

Any funds obtained by the Political Subdivision from a Third-Party Lessor shall be deposited into an escrow account established on the Political Subdivision’s behalf. The Principal Representative shall be authorized by the Governing Body of the Political Subdivision to direct the Escrow Fund Custodian, as described in **Article 3(D)**, to compensate Contractor for the Work performed by Contractor and accepted in writing by the Principal Representative in accordance with **Article 4** and **Schedule A**, and the Escrow Fund Custodian will make payment from the escrow account in accordance with procedures set forth in the Lease Purchase Agreement, this Contract, and any escrow agreement. Final payment shall be made to Contractor upon the Principal Representative’s submittal of the Notice of Final Acceptance of the Project. Any proceeds from the escrow account shall accrue to the Political Subdivision.

D. Escrow Fund Custodian

The Escrow Fund Custodian is hereby identified as:

BOK Financial
Keith Papantonio, Vice President
1600 Broadway, 26 th Floor, Denver, CO 80202
303-864-7236
kpapantonio@bokf.com

Escrow Fund Custodian is subject to change at any time, without notice, and at the Principal Representative’s discretion. The Principal Representative shall notify Contractor and the Third-Party Lessor within 15 days of any change in the Escrow Fund Custodian.

E. Energy Policy Act

The Political Subdivision agrees that, for the Work to be performed herein, Contractor may in consultation with the Principal Representative, determine which, if any, entity shall be the “designer(s)” as that term is identified in the Energy Policy Act of 2005, and which entity(s) shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(d) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Notice of Final Acceptance, the Governing Body of the Political Subdivision, at its sole discretion, may authorize the Principal Representative to execute a Written Allocation including a Declaration related to Section 179D of the Internal Revenue Code. The Contractor may prepare the Declaration and all accompanying documentation.

4. COMPENSATION

Upon authorization by the Governing Body of the Political Subdivision, the Principal Representative will, or will direct any Escrow Fund Custodian to, in accordance with the provisions of this **Article 4**, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Contract Price

The MCP from Schedule G is:	\$4,564,785
------------------------------------	-------------

The MCP reflects the maximum amount of compensation payable to Contractor pursuant to this Contract. The MCP may include, without limitation,

The cost of the IGA in the amount of:	\$78,059
The Fixed Limit of Construction Cost of:	\$4,476,076
The M&V Fees in an amount not to exceed:	\$10,650
And all authorized Contingency Funds in the amount of:	\$0

If any Political Subdivision funds are used pursuant to **Article 3(B)** of this Contract, the maximum amount of the MCP available for payment by the Political Subdivision during any Fiscal Year of the Contract term shall be as follows:

N/A

B. Changes to MCP

Upon authorization by the Governing Body of the Political Subdivision, the Principal Representative may decrease the amount available for the MCP with the mutual consent of the Contractor and assuring that the decrease in the MCP does not adversely affect the Contractor's requirement to meet the Guaranteed Annual Cost Savings. A change in the Guaranteed Annual Cost Savings may be considered a Material Change to this Contract, pursuant to **Article 17**. The decrease in MCP may be based on the actual costs of labor and materials to Contractor. The MCP shall not be increased without an amendment to this Contract, in accordance with the General Conditions.

C. Invoicing

Contractor shall invoice the Political Subdivision in the format and manner required by the Principal Representative. Contractor shall use the categories in **Schedule F** to demonstrate all costs categories, shall demonstrate all subcontractor costs, and shall allow the Principal Representative to review any records relating to the Project. Contractor shall provide measure-specific information and Project-level information in **Schedule F**. For each Utility Cost-Savings Measure and FIM and for the Project the profit shall be clearly explained and referenced in each invoice. The M&V Services shall be invoiced separately in a format and manner as required by the Principal Representative of Political Subdivision and will be payable in accordance with the General Conditions.

D. Payments and Retainage

The Principal Representative will, or will direct any Escrow Fund Custodian to, compensate Contractor for Work done by Contractor pursuant to **Schedule A**. The Principal Representative shall withhold and release retainage amounts pursuant to **Schedule A** and as allowed by applicable law.

E. Availability of Political Subdivision Funds

The Political Subdivision cannot make commitments in this EPC that extend beyond the term of the current Fiscal Year. Therefore, Contractor's compensation beyond the current Fiscal Year is contingent upon the specific budgeting, appropriations and encumbrances by the Governing Body of the Political Subdivision, in its sole discretion, for the purpose of providing for the commitments in this EPC in subsequent Fiscal Years. If other funds are used to fund this Contract, in whole or in part, the Political Subdivision's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds specifically budgeted, appropriated and encumbered for this Contract and the Political Subdivision's liability for such payments shall be limited to the amount remaining of such encumbered funds. If Political Subdivision or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the Governing Body of the Political Subdivision may terminate this Contract, in whole or in part, without further liability in accordance with the provisions hereof.

F. Erroneous Payments and Excess Funds

Payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the Political Subdivision and Contractor or by other appropriate methods and collected as a debt due to the Political Subdivision. Such funds shall not be paid to any party other than the Political Subdivision.

G. Notice to Proceed to Commence Design Phase

If the Political Subdivision obtains funding from any and all sources in the amount of the MCP for the purposes set forth herein, upon terms and conditions satisfactory to the Governing Body of the Political Subdivision, in its sole discretion, or obtains funds sufficient for a revised Project scope, price, and Guarantee, if authorized by the Governing Body of the Political Subdivision, the Principal Representative shall deliver to Contractor a Notice to Proceed to Commence Design Phase instructing Contractor to commence with the Pre-Construction Services, as described in **Article 5**.

5. PRE-CONSTRUCTION SERVICES

A. Premises

The Premises is the Facilities owned or controlled by the Political Subdivision, as initially detailed on the IGA Contract Exhibit C and finalized in EPC **Schedule B**.

B. Professional Design Services

i. Qualifications

Design services shall be performed by properly licensed and qualified architects, engineers and other professionals selected and paid by Contractor, subject to review by the Principal Representative. The professional obligations of such persons shall be undertaken and performed on behalf of Contractor. Nothing contained herein shall create any contractual relationship with the Political Subdivision between Subcontractors, architects, engineers or suppliers. Prior to designating a professional to perform any of these services, Contractor shall submit the name, together with a resume of training and experience in the work of like character and magnitude to the Project being contemplated to the Political Subdivision. All Drawings, Specifications, calculations, certifications and Submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Political Subdivision shall be entitled to rely upon the adequacy, accuracy and completeness of such design services.

ii. Designation of Professionals

All Work performed by Contractor that constitutes the practice of architecture/engineering shall be performed by properly qualified and licensed professionals employed by Contractor and shall be performed in accordance with applicable Colorado law.

iii. Conflict of Interest

Consultant or subcontractor, not already approved by the Governing Body of the Political Subdivision, shall not be engaged to perform Work wherein a conflict of interest exists, as described in **Article 27(N)**, provided, however, that with full disclosure to the Governing Body of the Political Subdivision of such interest, the Governing Body of the Political Subdivision may provide a waiver, in writing, in respect to the particular consultant or subcontractor.

iv. Pre-construction Meeting

Contractor and its architect and/or engineer may attend pre-construction meetings, as deemed necessary by the Contractor and the Principal Representative and such additional meetings as the Principal Representative may request. All pre-construction meetings shall be scheduled by Contractor with the approval of the Principal Representative.

v. Minutes

Contractor shall record minutes of all meetings and distribute them to all participants of the meetings within 30 days after each meeting.

C. Design Documents

i. Based on the Scope of Work in **Schedule B** the Contractor shall prepare, for the Principal Representative's acceptance, the Design Documents (DDs) defined in **Article 1(K)**. The DDs may be waived or modified per Utility Cost-Savings Measure or FIM as mutually agreed in writing between the Parties. Such DDs may include the following, where applicable:

- a) Analysis of the proposed Work and the structure as such relates to any laws, codes, ordinances, and regulations
- b) As necessary, provide site development Drawings for each proposed Utility Cost-Savings Measure or FIM, defining the proposed scope of the Project. Include earthwork, surface development, and utility infrastructure as applicable
- c) Plans in one-line format of the proposed structural, mechanical, and electrical systems as necessary to define size, location and quality of Equipment, materials, and constructions, for each proposed Utility Cost-Savings Measure or FIM
- d) Floor plans including proposed equipment
- e) Cut-sheets and/or samples of proposed materials, equipment and system components
- f) Proposed architectural schedule, HVAC, plumbing and electrical fixtures schedules
- g) Specifications, which, identifying conditions of the Contract, materials, and standards for each proposed Utility Cost-Savings Measure or FIM
- h) Design plans and documentation for each Utility Cost-Savings Measure or FIM that requires a design as agreed to with the Principal Representative

- i) Submittal of final Equipment List, Construction and Installation Schedule, Systems Start-up and Commissioning, Contractor's Maintenance Responsibilities, Political Subdivision's Maintenance Responsibilities, Contractors Training Responsibilities, and the Manifest of Ownership
- j) Submittal of an updated construction cost estimate as applicable, in substantially the same form as **Schedule F**
- ii. A code review is required to meet the local jurisdiction authority code procedure.
- iii. At the completion by Contractor and acceptance by the Principal Representative of the DDs, Contractor shall provide electronic or printed drawings and such other documents as necessary to fully illustrate the Design Development Phase to the Principal Representative. Electronic drawing files should be in a form acceptable to the Principal Representative.
- iv. Contractor shall be responsible for ensuring that the DDs, prepared by Contractor are in full compliance with applicable codes, regulations, laws and ordinances, including both technical and administrative provisions thereof. If Contractor deviates from such codes, regulations, law or ordinance, without written authorization from the State Buildings Program, Contractor, shall make such corrections in the Construction Documents as may be necessary for compliance.
- v. The Principal Representative shall notify Contractor of acceptance or denial of the DDs in writing within 10 days of receipt.

6. CONSTRUCTION

A. Construction Documents

The Construction Documents, if required, shall consist of the following:

- i. Final Construction Documents reviewed and approved by the Principal Representative in writing for constructability and code compliance
- ii. All Design Documents applicable to the Project
- iii. Any appendices, addenda, clarifications and allowances
- iv. All modifications issued pursuant to this Contract
- v. Construction and Installation Schedule
- vi. Finalized Schedule of Values

B. Construction and Installation Schedule

Contractor shall prepare a Construction and Installation Schedule, which shall provide the timetable for the execution and completion of the Project. Such Construction and Installation Schedule shall be subject to the approval of the Principal Representative, pursuant to **Schedule A**, and shall be consistent with previously issued schedules, not exceed time limits under the Contract Documents and shall provide a schedule for the entire Project, to the extent required by the Contract Documents.

C. Schedule of Values

Contractor shall prepare a schedule of the cost of construction, which shall be delivered to the Principal Representative for approval and which shall be in substantially similar format as the attached **Schedule F**, and which such Contractor-submitted **Schedule F** shall be subject to review and approval by the Principal Representative. The Schedule of Values shall include, without duplication:

- i. All labor, materials, equipment, tools, supplies, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project
- ii. The compensation for Services, including but not limited to employee wages, benefits, taxes or other remuneration paid to employees, and the cost of work provided by Contractor
- iii. All bond premiums and costs of insurance
- iv. Permit fees, licenses, tests and royalties, if applicable
- v. Removal of all debris and interim cleaning
- vi. All Design and drafting Services
- vii. All other allowable compensable services pursuant to this Contract as approved by the Principal Representative
- viii. Contingency Funds if any

D. Approval and Completion of Construction Documents

Except as otherwise provided in this Section, the Construction Documents shall be subject to final approval by Principal Representative, on behalf of the Political Subdivision, and other reviewing authorities. The Principal Representative or written designee shall review documents submitted by Contractor and shall render decisions pertaining thereto without unreasonable delay. If authorized by the Governing Body of the Political Subdivision, the Principal Representative's approval shall be issued in the form of the Notice to Proceed to Commence Construction Phase.

E. Notice to Proceed to Commence Construction Phase

Upon receipt of Notice to Proceed to Commence Construction Phase, Contractor shall commence the Project as described in **Article 1** and **Schedule B**. Notice to Proceed to Commence Construction may be issued per Utility Cost-Savings Measure or FIM.

F. Construction Term

The Construction Term shall commence on the Construction Commencement Date and shall terminate upon the date according to **Article 2** or the date on which:

- i. Contractor has completed the Project Work
 - ii. Contractor has finalized and delivered to the Principal Representative all necessary, updated, and final documents, including schedules, exhibits, and completed Punch Lists, at the Principal Representative's determination
 - iii. Contractor has delivered to the Principal Representative a Notice of Substantial Completion, which indicates that Contractor has constructed, installed, and commenced operating the Utility Cost-Savings Measures or FIMs specified in **Schedule B**
 - iv. The Principal Representative has inspected and accepted the Project, according to **Article 8** and **Schedule A**, including the design, construction, installation, and operation of the Project and accepted Contractor's submittal of a Notice of Substantial Completion as demonstrated by signing and executing such Notice of Substantial Completion
 - v. Contractor has delivered all Work Product to the Political Subdivision
 - vi. Contractor has delivered certificates of warranty for equipment that was installed in the Project
- G. vii. The Principal Representative, on behalf of the Political Subdivision, has issued a Notice of Final Acceptance Fixed Limit of Construction Cost**

Contractor shall complete the Project and be reimbursed an amount not to exceed the Fixed Limit of Construction Cost per **Article 4(A)**. Contractor shall design and construct the Project within the price specified in this **Article 6(G)** and shall furnish all of the labor and materials to perform the Work for the complete and prompt execution of the Project in accordance with the Contract Documents. The Fixed Limit of Construction Cost includes all of Contractor's Project Work responsibilities, including acquisition of plumbing and electrical building permits and conducting code review. The Governing Body of the Political Subdivision may unilaterally decrease the amount available for the Fixed Limit of Construction Cost based on the actual costs of labor and materials to Contractor, with the mutual consent of the Contractor, and assuring that the decrease in the FLCC does not adversely affect the Contractor's requirement to meet the Guaranteed Annual Cost Savings. A change in the Guaranteed Annual Cost Savings may be considered a Material Change to this Contract, pursuant to **Article 17**. However the Fixed Limit of Construction Cost and the Maximum Contract Price shall not be changed without an amendment or change order to this Contract, in accordance with the General Conditions of this Contract and applicable fiscal rules, if any.

H. Cost Reporting

Contractor shall fully disclose all costs as per the Open Book Pricing requirements to the Political Subdivision through Applications for Contractors Payments and in such detail as the Principal Representative may request. Contractor shall maintain cost accounting records on authorized work performed as per **Article 24(K)**. Such accounting records shall identify all costs for materials, labor, including all costs of subcontractor's, vendors, and services received during the Contract Term **Article 2B**. Upon request by the Principal Representative a list of hourly rates and position descriptions for labor or services provided by the Contractor and for all subcontractors and vendors and supply information on any other basis as specified by the Principal Representative. The Principal Representative may evaluate all cost through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices to ensure the Contractor's prices are reasonable and acceptable. Upon request by the Principal Representative, Contractor shall provide the Principal Representative complete access to such records at reasonable times and locations. The records shall be consistent with the Schedule of Values, **Schedule F**.

Any disputes shall be subject to the terms of this Contract and **Schedule A**.

I. Progress Meetings

Contractor shall schedule and conduct regular progress meetings at which meetings the Principal Representative and Contractor shall discuss such matters as procedures, progress, schedule, costs, quality control and problems relating to the Project. Contractor shall record and distribute minutes of all such progress construction meetings within five business days of the meeting.

J. Contingency Funds

If authorized by the Governing Body of the Political Subdivision, the Principal Representative may authorize the disbursement of Contingency Funds to Contractor through a change order to this Contract, as described in **Schedule A**.

7. CONTRACTOR PERFORMANCE

A. Performance of Project

Contractor shall perform the Project in accordance with the Contract Documents. Contractor shall construct and install the Project in accordance with the Construction and Installation Schedule. Contractor shall supervise and direct the Project and be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Project under this Contract, subject to the review and approval of the Principal Representative and the Construction and Installation Schedule. Contractor shall design, construct and install the Utility Cost-Savings Measures or FIMs. Before purchasing any major Equipment not specified within the Construction Documents, Contractor shall consult with, and receive the written or electronic approval of the Principal Representative regarding the price, specifications, warranty, and manufacturer of the Equipment.

B. Contractor's Duty of Proper Performance

Contractor shall perform the Project so as to maintain and not degrade the structural integrity of the Premises or its operating systems. Contractor shall provide the Equipment and all Services, and complete all Work contemplated under this Contract with skill and diligence to the satisfaction of the Principal Representative and in strict accordance with the provisions of the Contract Documents.

C. Standards of Comfort

Contractor's performance of the Project shall maintain and provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality as described in this Contract **Schedule N** (Standards of Comfort).

D. Security

Contractor shall meet Political Subdivision requirements for security and access to the Premises.

8. START-UP, COMMISSIONING, INSPECTION, and ACCEPTANCE

A. Contractor, in conjunction with the Political Subdivision's selected personnel, shall direct the testing of installed utilities, operations, systems and Equipment for readiness.

B. Systems Startup and Equipment Commissioning

Contractor shall conduct systematic commissioning of all Equipment installed as part of the Work, in accordance with the procedures specified in System Start-up and Commissioning **Schedule Q, Schedule A**, any operating parameters of Equipment from Equipment manufacturers, and this Contract. Contractor agrees that **Schedule Q** shall follow and use as a standard the procedures and protocol for Commissioning located in the document *Commissioning Guidelines for Energy Saving Performance Contracts for the Colorado Energy Office*, provided by the Political Subdivision. Contractor shall test the Project and the Equipment to ensure it is functioning in accordance and compliance with any published Specifications and this Contract and to determine if modified building systems, subsystems or components are functioning properly within the Project Work. Contractor shall provide notice to the Principal Representative of the scheduled test(s) and the Principal Representative and/or its designees may be present at any or all such tests.

C. Acceptance by Principal Representative

Contractor's Work shall be subject to acceptance by the Principal Representative pursuant to this Contract and **Schedule A**.

D. Correction of Deficiencies

Contractor shall correct all deficiencies in the operation of the Project and the Equipment. Prior to Principal Representative acceptance, Contractor shall also provide Principal Representative with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in **Schedule B**

and any subsequently necessary and accepted design or construction documents.

E. Inspection and Disputes

- i. The Principal Representative may inspect the Work provided under this Contract at all reasonable times and places. If any Work does not conform to this Contract, the Principal Representative may require Contractor to perform the Work again in conformity with this Contract's requirements, with no additional compensation. When defects in the quality or quantity of Work cannot be corrected by re-performance, the Principal Representative may:
 - a) Require Contractor to take necessary action to ensure that the future performance conforms to Contract requirements; and/or
 - b) Equitably reduce the payment due Contractor to reflect the reduced value of the Work performed.
- ii. Such remedies in no way limit the remedies available to the Political Subdivision in the termination provisions of this Contract, or remedies otherwise available at law. Disputes under this Contract shall be subject to the terms of this Contract and **Schedule A**.

9. ENVIRONMENTAL REQUIREMENTS

A. Excluded Material and Activities

Pursuant to its performance of the Project, Contractor may encounter, but is not responsible for, any work relating to Excluded Materials and Activities, as defined in **Article 1**. If performance of Work involves any Excluded Materials and Activities, the Principal Representative may terminate this Contract without penalty, liability, or responsibility, and no further performance may be required, per **Schedule A**. If, in the sole discretion of the Governing Body of the Political Subdivision, the Political Subdivision requires continued performance of this Contract, and the performance of any Project involves any Excluded Materials and Activities, the Political Subdivision shall perform or arrange for the performance of such work and shall bear the sole cost, risk, and responsibility therefore.

B. Discovery of Excluded Materials and Activities

i. Notice - Work Stoppage

If Contractor discovers Excluded Materials and Activities, Contractor shall immediately cease work and remove all Contractor personnel or Subcontractors from the site, and notify the Principal Representative. Contractor shall undertake no further work on the Premises except as authorized by the Principal Representative in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Political Subdivision or Contractor shall not constitute a default. In the event of such stoppage of Work by Contractor, the time for the completion of the Work shall be extended if the work stoppage caused a substantiated delay in the date of Final Completion, and any additional reasonable costs incurred by Contractor as a result shall be requested by change order, as provided in **Schedule A**.

ii. Other Hazardous Materials

Contractor shall be responsible for safely handling, installing, and/or disposing of any other hazardous or other materials that it may bring to the Premises.

iii. Polychlorinated Biphenyl (PCB) Ballasts; Mercury Lamps

Contractor is specifically responsible for the proper handling and disposal of Polychlorinated Biphenyl (PCB) Ballasts and Mercury Lamps. Upon discovery of PCB Ballasts and Mercury Lamps, Contractor shall enter into an agreement with an approved PCB ballast disposal contractor who shall provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services such materials. All capacitors and asphalt potting compound materials removed from the PCB Ballasts shall be incinerated in a federally approved facility. After proper disposal, a Certificate of Destruction shall be provided by the approved facility to the Principal Representative. Contractor's responsibility shall be for the proper and legal management of any of the PCB Ballasts removed as a result of the Work. Contractor shall enter into an agreement with an approved Mercury Lamp disposal contractor who shall provide approved containers, materials required to label, transportation, recycling or incineration in accordance with EPA requirements, and a copy of the Manifest of Ownership.

iv. Manifests of Ownership

The Political Subdivision will sign a Manifest of Ownership for any PCB Ballasts and Mercury Lamps encountered and removed from the Premises.

10. TRAINING AND FOLLOW-UP ACTIVITIES BY CONTRACTOR

A. Training

Contractor shall provide training to the Principal Representative and to Political Subdivision personnel regarding operation of all new and upgraded Equipment. Training shall be conducted simultaneously with Project Work and commissioning Work and shall include, but not be limited to, any HVAC equipment installed, controls, utilities, lighting, safety, manufacturer's warranties, and operation and maintenance manuals as set forth in **Schedule R** (Contractor Training Responsibilities). All training performed by Contractor shall (i) meet the standards established by the Equipment manufacturers, (ii) be included in the Fixed Limit of Construction Cost and (iii) be completed per **Schedule R**, in order for the Principal Representative to issue a Notice of Final Acceptance of the Project.

B. Emissions Reductions Documentation and Reporting

Contractor shall include information about environmental savings (not any Guaranteed Annual Cost Savings as described in **Article 14(B)**) in each annual report and advise the Principal Representative about opportunities to achieve monetary benefit from such credits.

C. Application for Certifications

Contractor shall provide information related to **Schedule B** necessary for the Principal Representative to submit any required Federal, State, Local performance or other applicable Certifications.

11. MALFUNCTIONS AND EMERGENCIES

A. The Principal Representative will use its best efforts to notify Contractor within 24 hours of the Principal Representative's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any pre-existing energy related equipment that might materially impact the Guaranteed Annual Cost Savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation. When the Principal Representative exercises reasonable due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify any such conditions as having a material impact upon the Guaranteed Annual Cost Savings.

B. If such malfunction, interruption, or alteration occurs during the Contractor's One-Year Warranty period, Contractor shall use commercially reasonable efforts to respond to any such notice within 24 hours of receipt of notice, and shall promptly thereafter proceed with corrective measures. The Principal Representative will provide Contractor with written memorialization of any telephone notice within three business days after the notice was given.

C. Contractor shall provide a written record of all service work performed for each malfunction or emergency. This record shall indicate the reason for the service, description of the problem and the corrective action performed.

D. The Political Subdivision may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions. The Political Subdivision agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment, all in accordance with the same standard of care the Political Subdivision applies to the Premises generally.

12. OWNERSHIP

A. Ownership of Documents (Instruments of Service)

i. Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor's Architect/Engineer and the Contractor's Architect/Engineer's consultants are Instruments of Service for use solely with respect to this Project. The Contractor's Architect/Engineer and the Contractor's Architect/Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

ii. Upon execution of this EPC and the contract between the Contractor's and the Contractor's Architect/Engineer, the Contractor's Architect/Engineer shall grant to the Political Subdivision a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the Political Subdivision, the Contractor's Architect/Engineer's Instruments of Service solely for the purposes of constructing, using and maintaining the Project for future alterations or additions to the Project. The Contractor's Architect/Engineer shall obtain similar nonexclusive licenses from the Contractor's Architect/Engineer's consultants consistent with this Agreement. If and upon the date

the Contractor's Architect/Engineer is adjudged in default, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Political Subdivision to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections and additions to the Instruments of Service solely for the purposes of completing, using and maintaining the Project for future alterations or additions to the Project.

- iii. Any unilateral use by the Political Subdivision of the Instruments of Service for completing, using, maintaining, adding to or altering the Project or facilities shall be at the Political Subdivision's sole risk and without liability to the Contractor's Architect/Engineer and the Contractor's Architect/Engineers consultants; provided, however, that if the Political Subdivision's unilateral use occurs for completing, using or maintaining the Project as a result of the Contractor's Architect/Engineer's default, nothing in this Article shall be deemed to relieve the Contractor's Architect/Engineer of liability for its own acts or omissions or default.

B. As-Built Drawings/Record Drawings

The Contractor's Architect/Engineer and its consultants shall, upon completion of the Construction Term, receive redline as-built Drawings from any Subcontractors or vendors. These redline changes shall describe the built condition of the Project. This information and all of the incorporated changes directed shall be incorporated by the Contractor's Architect/Engineer and its consultants into a Record Drawings document provided to the Political Subdivision in the form of an electro-media format and a reproducible format as agreed between the parties. The Contractor's Architect/Engineer shall also provide the Principal Representative with the as-built Drawings as received from the Contractor.

C. Ownership of Existing Equipment

- i. Property owned by the Political Subdivision located at the Premises on the Effective Date shall remain the property of Political Subdivision even if it is replaced or its operation made unnecessary by Work Contractor performs pursuant to this Contract. Contractor shall advise the Principal Representative in writing of any equipment and materials to be replaced at the Premises and the Principal Representative shall within 30 days designate in writing to Contractor which equipment and materials should not be disposed of off-site by Contractor.
- ii. The Principal Representative shall designate the location and storage for any equipment and materials that it designates to be disposed of by Contractor. Contractor shall dispose of all equipment and materials designated by the Principal Representative as disposable off-site and in accordance with all applicable disposal laws and regulations.
- iii. Except as otherwise indicated, Contractor shall not be obligated to dispose of or be responsible for any materials identified in **Article 4(O)**.

13. MEASUREMENT AND VERIFICATION PLAN

A. M&V Plan

Contractor shall provide the M&V Plan as required per the CEO Measurement and Verification Policy. The M&V Plan shall outline the M&V Option for each Utility Cost-Savings Measure or FIM. The Contractor M&V Plan is presented in **Schedule D** per the requirements of **Schedule D**.

B. M&V Services

Contractor shall provide M&V Services and all other services required to be performed by it pursuant to **Schedule D** during the M&V Term. Contractor agrees that **Schedule D** shall follow and use as a standard the procedures and protocol as stated in the CEO Measurement and Verification Policy.

C. Energy Usage Records and Data

The Principal Representative shall furnish, or authorize its utility suppliers to furnish, to Contractor or its designee upon Contractor's written request, all records and data regarding energy, water, or other utilities usage and related maintenance at the Premises no later than 45 days from date of request.

D. M&V Term

The M&V Term shall begin on the M&V Commencement Date and continue for a minimum term of three years per statute **§29-12.5-101(3)(c), C.R.S.** and no greater than the Finance Agreement Term. Upon termination of the M&V Term, the Political Subdivision shall have no further liability or responsibility for any further payment to Contractor for M&V Services. Upon termination or expiration of the M&V Term the Contractor shall have no further liability or responsibility for any M&V Services or Guarantee, except to pay the Political Subdivision (i) any amounts owed but not yet paid as of the effective date of termination or expiration with respect to shortfalls in the Guaranteed Annual Cost Savings for the Guarantee Period, and

(ii) the prorated portion of any shortfall in the Guaranteed Annual Cost Savings for the year during the Guarantee Period in which the M&V Term is terminated.

E. M&V Fee

The Political Subdivision shall pay to Contractor for performance of the M&V Services a maximum not-to-exceed amount as indicated in **Article 4** and as specified in **Schedule D** and shall be included in the MCP. Cost savings to support the fee are guaranteed. The cost is not included in the financed amount. At the request of the Principal Representative, additional years of M&V may be added at a negotiated additional cost, and shall not be included in the MCP.

F. Payment

The Political Subdivision shall pay Contractor pursuant to **Article 4**.

G. M&V Information Procedure

Measurement and Verification of Savings shall be verified as outlined in **Schedule D**.

H. Monitoring Equipment

Contractor shall provide all additional necessary equipment required to perform the M&V Services. The Contractor may utilize existing equipment, systems, utility meters if applicable or provide the necessary equipment as described in **Schedule D**.

I. Independent Monitor

The Political Subdivision, at its sole expense, may hire an independent third party monitor to review Contractor's measurement and verification reports, including verifying the prorated share of the Guarantee in any event of contract termination. The Political Subdivision shall pay the cost of any independent monitoring through a separate contract.

14. GUARANTEE

A. Guarantee

The Guarantee for the first year of the Guarantee Period is

\$233,670

as indicated on **Schedule C**. Contractor hereby warrants and guarantees that during the Guarantee Period, the Project shall result in annual cost savings equal to or greater than the Guaranteed Annual Cost Savings presented in **Schedule C** which shall be equal to or greater than the Political Subdivision's annual and aggregate payments used to repay the project funding, as provided in **Schedule C** and as set forth in **§29-12.5-101(3), C.R.S.** Failure to meet Guaranteed Annual Cost Savings in any year during the Guarantee Period shall be as defined in **Article 1**. Cost savings in excess of the Guaranteed Annual Cost Savings shall be solely retained by the Political Subdivision.

B. Sufficiency of Savings

Contractor hereby warrants, guarantees, and represents that the Guaranteed Annual Cost Savings is accurately represented in **Schedule C**.

C. Termination

If this Contract is terminated by Governing Body of the Political Subdivision for any reason, the Guarantee shall be cancelled and Contractor shall have no further obligations hereunder, except to guarantee the Political Subdivision the prorated portion of the annual amount of Guarantee up to the date of termination. The prorated portion shall include any Savings incurred prior to the termination date. The Contractor shall have all of the remedies listed in this **Article 14** in addition to all other remedies set forth in other sections of this Contract and **Schedule A**.

15. MODIFICATION, UPGRADE OR ALTERATIONS OF EQUIPMENT

A. Modification of Equipment

Without Contractor's prior written approval, which shall not be unreasonably withheld, during the term of this Contract, the Political Subdivision shall not affix or install any accessory equipment or device on any of the Equipment if such addition changes or impairs the originally intended Savings, functions, value or use of the Equipment.

B. Upgrade or Alteration of Equipment

i. During the performance of this Contract, Contractor may, subject to prior authorization of the Governing Body of the Political Subdivision, change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Premises, provided that: (a) Contractor complies with the Standards of Comfort, as set forth in this Contract, and services set forth in **Schedule N**; (b) such modifications or additions to, or replacement of the Equipment, and any

operational changes, or new procedures enable Contractor to achieve a greater amount of energy and cost savings than the Savings, at the Premises; (c) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures are solely borne by Contractor and paid for with any Contingency Funds; and (d) any such action complies with State, federal and local law and is in the public interest of the Political Subdivision, in the sole discretion of the Governing Body of the Political Subdivision. Any such upgrade or alteration shall not result in any additional cost to the Political Subdivision.

- ii. All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described at that time in supplemental Schedules provided to the Governing Body of the Political Subdivision for approval; provided that any replacement of the Equipment shall, unless otherwise agreed, be new and shall reduce energy consumption at the Premises more than the Equipment being replaced. Contractor shall update any and all software it owns which is necessary for the operation of the Equipment. Upon the approval of the Governing Body of the Political Subdivision, all replacements of and alterations or additions to the Equipment shall become part this Contract and the Equipment described in **Schedule B**.

16. LOCATION AND ACCESS

Contractor Access

The Principal Representative shall provide access to the Premises for Contractor to perform any function related to this Contract during regular business hours, or such other reasonable hours requested by Contractor that are acceptable to the Principal Representative. Contractor shall be granted immediate access to make emergency repairs or corrections as Contractor determines are needed. Contractor shall provide a written memorialization within three business days of the access specifying the emergency action taken, the reasons therefore, and the impact on the Premises.

17. MATERIAL CHANGES

A Material Change as defined could be the result of the Political Subdivision not fulfilling its responsibilities as listed in **Article 22** or from actions including to but not limited to one or more of the following:

- i. manner of use of the Premises by the Political Subdivision; or
- ii. occupancy of the Premises; or
- iii. modifications, alterations or overrides of the energy management system schedules or hours of operation, set back/start up or holiday schedules; or
- iv. facility modifications, renovations, new construction, including the replacement, addition or removal in types and quantities of energy and water consuming equipment, including plug load items, used at the Premises; or
- v. changes in utility provider or utility rate classification; or
- vi. any other conditions other than climate affecting energy or water usage at the Premises.

A. Reported Material Changes; Notice by Political Subdivision

The Principal Representative shall use commercially reasonable efforts to deliver to Contractor a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least 14 days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to Contractor of Material Changes which result because of a bona fide emergency or other situation precluding advance notice shall be deemed sufficient if given by the Principal Representative within five business days after the Principal Representative discovers the event constituting the Material Change or receives actual knowledge thereof.

B. Other Adjustments

Contractor shall work with the Principal Representative to investigate, identify and correct any Material Changes that prevent the Savings from being realized. As a result of any such investigation, Contractor and the Principal Representative shall determine what, if any, adjustments to the baseline shall be made in accordance with the provisions set forth in **Schedule B** and **Schedule C**. Any disputes between the Political Subdivision and the ESCO concerning any such adjustment shall be resolved in accordance with the provisions of **Schedule A**.

C. Force Majeure

Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party.

Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; strikes; labor disputes;

fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; government orders and/or supply chain delays arising from epidemics or pandemics that prohibit or severely restrict the performance of the Work; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; or unavailability of parts, materials or supplies.

18. INSURANCE

Contractor shall obtain and maintain at all times during this Contract, insurance in the kinds and amounts as specified in **Schedule A**.

19. BREACH

A. Defined

In addition to any Breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner may constitute a Breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, may also constitute a Breach.

Each of the following events or conditions may constitute a Breach by Contractor:

- i. Contractor does not provide the Standards of Comfort and service set forth in **Schedule N** due to failure of Contractor to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within 30 days after written notice by the Principal Representative to Contractor demanding that such failure be cured, shall be deemed cured for purposes of this Contract; or
- ii. Any representation or warranty furnished by Contractor in this Contract is false or misleading in any material respect when made; or
- iii. The existence of any lien or encumbrance upon the Equipment by any subcontractor, laborer or materialman which is not released or otherwise cured within 30 days after notice of said filing; or
- iv. Any failure by the Contractor to perform or comply with the terms and conditions of this Contract, including Breach of any covenant contained herein except that such failure, if corrected or cured within 30 days after written notice by the Principal Representative to the Contractor demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract; or
- v. The creation or submittal by Contractor of any data related to this Contract that is intentionally inconsistent or incorrect, or the inability to verify Contractor's reports regarding the Guarantee as determined by any independent third-party monitor retained by the Political Subdivision if such third-party monitor determines that such inability is due to intentional acts of Contractor. Except as provided herein, any creation or submittal by Contractor of any data related to this Contract that is inconsistent, incorrect, or unable to be verified shall be considered a breach and is subject to the cure period discussed herein; or
- vi. The Savings is less than the Guaranteed Annual Cost Savings and the Contractor fails to reconcile the difference as provided herein.

B. Notice and Cure Period

In the event of a Breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **Article 27**. If such Breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the Breach has not begun within 30 days and pursued with due diligence, the Political Subdivision may exercise any of the remedies set forth in **Article 20**. Notwithstanding anything to the contrary herein, the Principal Representative, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis. Contractor shall be liable to Political Subdivision for any savings less than the Guaranteed Annual Cost Savings during the period when the Contractor is working to cure a Contractor Breach.

20. REMEDIES

A. Remedies Not Involving Termination

If Contractor is in Breach under any provision of this Contract, the Political Subdivision, in the sole discretion of the Governing Body of the Political Subdivision, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the Governing Body of the Political Subdivision without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the directive of the Governing Body of the Political Subdivision and the Political Subdivision shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed that because of Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the Political Subdivision; provided, that any denial of payment shall be reasonably related to the value to the Political Subdivision of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the Political Subdivision may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the Principal Representative deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the Political Subdivision's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the Political Subdivision's option **(a)** obtain for the Political Subdivision or Contractor the right to use such Goods, products and Services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove at its sole expense any infringing Goods, Services, or products and refund the price paid therefore to the Political Subdivision.

B. Termination Prior to M&V Commencement Date

If Contractor is in Breach under any provision of this Contract, in addition to all other remedies set forth in other sections of this Contract and **Schedule A**. The Political Subdivision may terminate this entire Contract or any part of this Contract as provided herein or pursuant to **Schedule A**. The Political Subdivision may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. Exercise by the Political Subdivision of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

To the extent specified in any termination notice, Contractor shall complete and deliver to the Principal Representative for the records of the Political Subdivision all Work not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the Governing Body of the Political Subdivision, Contractor shall assign to the Political Subdivision all of Contractor's right, title, and interest under such terminated orders or subcontracts; provided that Contractor's obligations with respect to Contractor's Intellectual Property are set forth in **Article 12** above. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Political Subdivision has an interest. All materials owned by the Political Subdivision in the possession of Contractor shall be immediately returned to the Political Subdivision. All Work Product, at the option of the Governing Body of the Political Subdivision, shall be delivered by Contractor to the Political Subdivision and shall become the Political Subdivision's personal property to be used by the Political Subdivision for any purpose (it being acknowledged and agreed that the Design Documents and other Work Product will be prepared specifically in anticipation of and for

purposes of performance of the Work, and Contractor shall not be liable for the Political Subdivision's use of such Work Product for any other purpose).

C. Termination of M&V Term

Notwithstanding anything to the contrary herein, the Governing Body of the Political Subdivision may terminate this Contract as of the beginning of the fourth year after the M&V Term, and if so terminated, Contractor shall have no further obligations hereunder after the effective date of termination.

21. REPRESENTATIONS AND WARRANTIES

A. Representations

Contractor makes the following specific representations and warranties, each of which was relied on by Political Subdivision in entering into this Contract.

i. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

ii. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the Political Subdivision, Contractor shall provide the Principal Representative, for the records of the Political Subdivision, with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

iii. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the Political Subdivision or other adjustment in MCP. Additionally, the Contractor shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is an Event of Default by Contractor and constitutes grounds for termination of this Contract. Contractor shall use Subcontractors who are qualified and licensed in the State of Colorado to perform the work so subcontracted pursuant to the terms hereof.

The Equipment is or shall be compatible with, or functional with, and or an upgrade to all other Premises mechanical and electrical systems, subsystems, or components with which the Equipment interacts, and that, as installed, neither the Equipment nor such other systems, subsystems, or components shall materially adversely affect each other as a direct or indirect result of Equipment installation or operation except in cases where that Principal Representative has directed, or approved, Contractor to install such equipment.

That Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the installation and perform its obligations under this Contract.

B. Warranties

The warranties set forth in this section and such other warranties as may be set forth in this Contract are a part of the minimum work requirements of this Contract and all remediation or other actions required by such warranties shall be performed or delivered without additional cost to the Political Subdivision.

i. Warranties Generally Applicable

In addition to the Warranties provided in **Schedule A**, during the Construction phase, **Article 2(A)**, of this Contract and for a period of one year following the Principal Representative's submission of either the Notice of Substantial Completion or Notice of Partial Substantial Completion for each Utility Cost-Savings Measure or FIM, whichever is longer, Contractor warrants that:

- a) The Work shall meet the Specifications set forth in the Contract Documents and be acceptable to the Political Subdivision;
- b) There are not any pending suits, claims, or actions of any type with respect to the Equipment or Work;
- c) All Equipment and Work provided are free and clear of any liens, encumbrances or claims arising by or through Contractor or any party related to Contractor;
- d) Contractor will perform all of its obligations in accordance with **Article 7**, Contractor Performance;
- e) All Equipment is new, unless otherwise agreed in writing;
- f) All Equipment and Work shall be materially free from defects in materials; and,
- g) All Equipment and Work shall function properly.

ii. Equipment

Specific and any material warranties that exceed the equipment One-Year Warranty period shall be provided directly by the Equipment or material manufacturers and Contractor shall assign such warranties to the Political Subdivision, after the One-Year Warranty period.

iii. Obligations

During the One-Year Warranty period, Contractor shall remedy any defects due to faulty materials, Equipment, Work or breach of any warranties specified in Section 21(B)(iii) and shall pay for, repair and replace any resulting damage to other work or any other resulting damage directly associated with the Work. Only new and not reconditioned parts may be used as a remedy. The Personal Representative shall give written notice to Contractor of observed defects or other Work requiring correction with reasonable promptness.

Contractor shall pursue rights and remedies against any Equipment manufacturers under the warranties in the event of Equipment malfunction or improper or defective function, defects in parts, workmanship and performance during the One-Year Warranty period. Contractor shall, during the One-Year Warranty period, notify the Principal Representative whenever defects in Equipment parts or performance arise that may provide a warranty claim. During the One-Year Warranty period, the cost of any risk of damage or damage to the Equipment and its performance, including damage to property, equipment of the Political Subdivision or the Premises, or Equipment, due to Contractor's failure to exercise its warranty rights shall be borne solely by Contractor.

Notwithstanding the above, nothing in this section shall be construed to abrogate Contractor's duty to perform its other obligations under this Contract.

22. POLITICAL SUBDIVISION M&V TERM RESPONSIBILITIES

The Political Subdivision is responsible during the M&V Term for:

- a) Hours of operation of the Premises or for any equipment or systems operating at the Premises; or
- b) Notifying the Contractor about equipment performance issues as they are noticed; or
- c) Permanent changes in the comfort and service parameters set forth in **Schedule N** (Standards of Comfort); or
- d) Failure to provide maintenance of and repairs to the Equipment in accordance with **Schedule S** (Political Subdivision's Maintenance Responsibilities); or
- e) Providing Contractor the right once a month, with prior notice, to inspect the Premises to determine if the Political Subdivision is complying with appropriate schedules. For the purpose of determining such compliance, the checklist to be set forth at **Schedule S** (Political Subdivision's Maintenance Responsibilities), as completed and recorded by Contractor during its monthly

inspections, shall be used to measure and record the compliance of the Political Subdivision. The Political Subdivision shall make the Premises available to Contractor for and during each monthly inspection, and shall have the right to witness each inspection and Contractor's recordation on the checklist. The Principal Representative, on behalf of the Political Subdivision, may complete checklist for the Political Subdivision at the same time. Contractor shall not interfere with any operations of the Political Subdivision during any monthly inspection.

23. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Except for Contractor's Intellectual Property, any software, research, reports, audits, studies, data, calculations, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the nonexclusive property of the Political Subdivision and, all Work Product shall be delivered to the Principal Representative by Contractor upon completion or termination hereof. The nonexclusive rights of the Political Subdivision in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the Principal Representative on behalf of the Political Subdivision.

24. GENERAL PROVISIONS

To the extent that any terms and conditions set forth in this Section 24 conflict or are inconsistent with the terms of Schedule A (General Conditions), Schedule A shall control.

A. Assignments

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State, Treasurer and the Public School Capital Construction Assistance Board. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract, except in the event that any third party acquires substantially all of the assets and obligations of Contractor, at which point the State may choose, in its sole discretion, to either provide consent to the assignment or terminate this contract without further obligation to the contractor.

B. Subcontracts

All Subcontracts shall be in compliance with the terms set forth in Schedule A.

C. Binding Effect

Except as otherwise provided in **Article 24(A)**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors, and assigns.

D. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or affect whatsoever, unless embodied herein.

F. Modification

Except as specifically provided in this Contract, any modifications to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable law and the fiscal rules and policies of the Political Subdivision. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies of the Political Subdivision. This Contract is subject to such modifications as may be required by changes in federal, State or local law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

G. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

H. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

I. Taxes

The Political Subdivision is exempt from all federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under **§§39-26-704(1), et seq., C.R.S.** All Taxes shall be in compliance with the terms set forth in Schedule A.

J. Conflict of Interest

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the Political Subdivision's interests. Absent the Principal Representative's prior written approval, after authorization from the Governing Body, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the Political Subdivision hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the Political Subdivision a disclosure statement setting forth the relevant details for the consideration of the Governing Body. Failure to promptly submit a disclosure statement or to follow the Principal Representative's direction in regard to the apparent conflict constitutes a breach of this Contract.

K. Reporting – Notification

Reports, Evaluations, and reviews required under this **Article 24(K)** shall be in accordance with the procedures of and in such form as prescribed by the Principal Representative and in accordance with **Schedule A**, if applicable.

i. Performance, Progress, Personnel, and Funds

Principal Representative shall submit a report to the Contractor upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in **Schedule A**.

ii. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the Principal Representative of such action and deliver copies of such pleadings to the Principal Representative.

iii. Noncompliance

Contractor's failure to provide reports and notify the Principal Representative in a timely manner in accordance with this **Article 24(K)** may result in the delay of payment of funds and/or termination as provided under this Contract.

iv. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the Principal Representative in accordance with **Schedule A**. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal, state and local laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

L. Contractor Records

i. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the Principal Representative of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services, Equipment or Goods hereunder. Contractor shall maintain such records until the last to occur of: **(i)** a period of three years after the date this Contract expires or is sooner terminated, or **(ii)** final payment is made hereunder, or **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

ii. Inspection

Contractor shall permit the Principal Representative, any other authorized agent of the Political Subdivision, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. The Political Subdivision reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with the requirements of this Contract, the Political Subdivision may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the Political Subdivision may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

iii. Monitoring

Contractor shall permit the Political Subdivision, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the Political Subdivision shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

iv. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the Principal Representative, for the records of the Political Subdivision, or other designee of the Political Subdivision at the address specified herein.

M. Confidential Information – Political Subdivision Records

Contractor shall comply with the provisions on this **Article 24(M)** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any Political Subdivision records containing personnel records, and information concerning individuals. Contractor has no expectations of receiving Confidential Information from the Political Subdivision in the course of performing its duties under the Contract.

i. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all Political Subdivision Records, unless those Political Subdivision Records are publicly available. Contractor shall not, without prior written approval of the Principal Representative, on behalf of the Political Subdivision, use, publish, copy, disclose to any third party, or permit the use by any third party of any Political Subdivision Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the Principal Representative, after authorization by Governing Body of the Political Subdivision. Contractor shall provide for the security of all Political Subdivision Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: Contractor shall immediately forward any request or demand for Political Subdivision Records to the Principal Representative.

ii. Other Entity Access and Nondisclosure Agreements

Contractor may provide Political Subdivision Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to Political Subdivision Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any Political Subdivision Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the Principal Representative upon execution of the nondisclosure provisions if requested by the Principal Representative on behalf of the Political Subdivision.

iii. Use, Security, and Retention

Contractor shall use, hold and maintain Political Subdivision Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Political Subdivision Confidential Information. Contractor shall provide the Principal Representative with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of Political Subdivision Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return Political Subdivision Records provided to Contractor or destroy such Political Subdivision Records and certify to the Political Subdivision that it has done so, as directed by the Principal Representative. If Contractor is prevented by law or regulation from returning or destroying Political Subdivision Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such Political Subdivision Confidential Information.

iv. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the Principal Representative immediately and cooperate with the Principal Representative regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Principal Representative. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Principal Representative, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Principal Representative at no additional cost to the Political Subdivision. The Principal Representative may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the Principal Representative. If Contractor cannot produce its analysis and plan within the allotted time, the Governing Body of the Political Subdivision, in its sole discretion, may perform such analysis and produce a remediation plan, or cause such analysis to be done and such remediation plan to be produced, and Contractor shall reimburse the Political Subdivision for the actual costs thereof.

v. Data Protection and Handling

Contractor shall ensure that all Political Subdivision Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract at all times.

vi. Compliance

Contractor shall review, on a semi-annual basis, all Colorado Office of Information Security (OIS) policies and procedures which OIS has promulgated pursuant to **§§ 24-37.5-401. C.R.S.**, through 406 and 8 CCR § 1501-5, to ensure compliance with the standards and guidelines published therein. Contractor shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee. Contractor shall perform an annual SSAE16 SOC2 Type II audit including the following Trust Principles: Security, Confidentiality, and Availability, and shall provide the resulting audit report as directed by the Principal Representative.

vii. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the Principal Representative, including, without limitation, Political Subdivision non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

N. Order of Precedence

In the event of conflict or inconsistency between this Contract and its Schedules, Exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. General Conditions of the **EPC Schedule A**
- ii. The provisions of the main body of this Contract
- iii. The remainder of **Schedule A**
- iv. Construction Documents **Article 6(A)**
- v. The remaining Schedules
- vi. Any other attachment

25. SCHEDULES-LIST OF

The following Schedules are attached hereto and incorporated by reference herein:

- Schedule A General Conditions of Energy Performance Contract
- Schedule B Energy Performance Contract Description of Work
- Schedule C Guarantee
- Schedule D Measurement and Verification Services Plan
- Schedule E Code Compliance Requirements
- Schedule F Schedule of Values (Initial)
- Schedule G Projected Financial Cost and Cash Flow Analysis
- Schedule H Certification that Cost-weighted Average Service Life of Equipment Exceeds Financing Term
- Schedule I Record of Reviews (as recommended by the Colorado Energy Office)
- Schedule J Certification and Affidavit Regarding Unauthorized Immigrants (UI-1)
- Schedule K Certificate of Insurance (Including Professional Errors And Omissions Liability Insurance)
- Schedule L Performance Bond (SC-6.22)
- Schedule M Labor and Material Payment Bond (SC-6.221)
- Schedule N Standards of Comfort
- Schedule O Client Construction Specifications
- Schedule P Contractors Intellectual Property
- Schedule Q System Start-up and Commissioning
- Schedule R Contractor Training Responsibilities
- Schedule S Political Subdivision’s Maintenance Responsibilities
- Schedule T Notice of Substantial Completion
- Schedule U Notice of Final Acceptance

26. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. Political Subdivision Designee:

Dan Snowberger, Superintendent
Elizabeth School District
634 S. Elbert Street
Elizabeth, CO 80107
dsnowberger@esdk12.org

B. Contractor:

Tammy Tolle, Vice President
Schneider Electric, Energy & Sustainability Services
1650 West Crosby Rd.
Carrollton, TX 75006
tammy.fulop@se.com

27. SIGNATURE PAGE

Contract Routing Number _____

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the Political Subdivision is relying on their representations to that effect.**

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Schneider Electric Buildings Americas, Inc.</p> <hr/> <p style="text-align: center;">*Signature</p> <p>By: Tammy Tolle Title: Vice President</p> <p>Date: _____</p>	<p style="text-align: center;">POLITICAL SUBDIVISION</p> <p style="text-align: center;">Elizabeth School District Board of Education</p> <hr/> <p style="text-align: center;">*Signature</p> <p>By: Rhonda Olsen Title: President of the Board of Education</p> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW</p> <p style="text-align: center;">Caplan & Earnest</p> <hr/> <p style="text-align: center;">*Signature</p> <p>By: Coulter Bump Title: Attorney</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE PRESIDENT OF BOARD OF EDUCATION OF POLITICAL SUBDIVISION

This Contract is not valid until signed and dated below by the President of the Board of Education of the Political Subdivision. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the Political Subdivision is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>PRESIDENT OF BOARD OF EDUCATION OF POLITICAL SUBDIVISION</p> <p>By: _____</p> <p>Date: _____</p>
--

SCHEDULE A
GENERAL CONDITIONS OF THE ENERGY PERFORMANCE CONTRACT
ELIZABETH SCHOOL DISTRICT,
ELBERT COUNTY, COLORADO

General Conditions Table of Contents

Article 1 - Definitions

- 1.1. Addenda
- 1.2. Contract
- 1.3. Application for Payment
- 1.4. Asbestos
- 1.5. Bid
- 1.6. Bidding Documents
- 1.7. Bonds
- 1.8. Change Order
- 1.9. Contract Documents
- 1.10. Contract Price
- 1.11. Contract Time and Days
- 1.12. Contractor
- 1.13. Defective
- 1.14. Drawings
- 1.15. Effective Date of the Contract
- 1.16. Field Order
- 1.17. Final Completion
- 1.18. General Requirements
- 1.19. Hazardous Materials
- 1.20. Laws and Regulations
- 1.21. Liens
- 1.22. Milestone
- 1.23. Notice of Award
- 1.24. Notice to Proceed
- 1.25. Partial Utilization
- 1.26. PCBs
- 1.27. Petroleum
- 1.28. Program Manager
- 1.29. Product Data
- 1.30. Project
- 1.31. Radioactive Material
- 1.32. Samples
- 1.33 School District
- 1.34. Shop Drawings
- 1.35. Specifications
- 1.36. Subcontractor
- 1.37. Substantial Completion
- 1.38. Supplementary Conditions
- 1.39. Supplier
- 1.40. Underground Facilities
- 1.41. Work

- 1.42. Work Change Directive
- 1.43. Written Amendment

Article 2 - Preliminary Matters

- 2.1. Delivery of Bonds and Insurance Certificates
- 2.2. Commencement of Contract Time; Notice to Proceed
- 2.3. Starting the Work
- 2.4. Before Starting Construction
- 2.5. Products Used and Objection Thereto
- 2.6. Preconstruction Conference
- 2.7. Initially Acceptable Schedules

Article 3 - Contract Documents

- 3.1. Execution, Correlation and Intent
- 3.2. Ownership and Use of Documents
- 3.3. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies
- 3.4. Amending and Supplementing Contract Documents

Article 4 - Program Manager (PM)

- 4.1. Duties

Article 5 - Intentionally deleted

Article 6 - School District

- 6.1. Information and Services Required of School District
- 6.2. School District's Right to Reject Work
- 6.3. School District's Right to Stop the Work
- 6.4. School District's Right to Carry Out the Work

Article 7 - Concealed, Unknown, Subsurface and Physical Conditions; and Reference Points

- 7.1. Data Regarding Subsurface and Physical Conditions
- 7.2. Notice of Differing Subsurface or Physical Conditions
- 7.3. Intentionally deleted
- 7.4. Possible Contract Documents Change
- 7.5. Possible Price and Times Adjustments
- 7.6. Physical Conditions - Underground Facilities
- 7.7. Reference Points
- 7.8. Asbestos, PCBs, Hazardous Waste, Petroleum or Radioactive Material

Article 8 - Contractor

- 8.1. Supervision and Construction Procedures
- 8.2. Labor and Materials
- 8.3. Warranties
- 8.4. Taxes
- 8.5. Permits, Fees and Notices
- 8.6. General Supervisor
- 8.7. Progress Schedule
- 8.8. Documents and Samples at the Site
- 8.9. Shop Drawings, Product Data and Samples

- 8.10. Substitutes and/or “or-Equal” Items
- 8.11. Use of Site and Clean-Up
- 8.12. Cutting and Patching of Work
- 8.13. Communications
- 8.14. Royalties and Patents
- 8.15. Indemnification
- 8.16. Civil Rights

Article 9 - Subcontractors

- 9.1. Award of Subcontracts and Other Contracts for Portions of the Work
- 9.2. Sub-Contractual Relations
- 9.3. Subcontractor Lawsuits against School District

Article 10 - Work by District or by Separate Contractors

- 10.1. School District’s Right to Perform Work and to Award Separate Contracts
- 10.2. Mutual Responsibility
- 10.3. School District’s Right to Clean Up

Article 11 - Miscellaneous Provisions

- 11.1. Successors and Assigns
- 11.2. Intentionally deleted
- 11.3. Claims for Damages
- 11.4. Bonds
- 11.5. Rights and Remedies
- 11.6. Tests
- 11.7. Blasting
- 11.8. Venue for Litigation
- 11.9. Signs
- 11.10 Recordkeeping; Inspection of Records

Article 12 - Time

- 12.1. Computing Time
- 12.2. Progress and Completion
- 12.3. Delays and Extensions of Time

Article 13 - Payments and Completion

- 13.1. Schedule of Values
- 13.2. Applications for Payment
- 13.3. Withholding Certificates for Payment
- 13.4. Progress Payments
- 13.5. Payments Withheld
- 13.6. Failure of Payment
- 13.7. Substantial Completion
- 13.8. Final Completion and Final Payment
- 13.9. Liquidated Damages for Delay in Completion

Article 14 - Protection of Persons and Property

- 14.1. Safety Precautions and Programs
- 14.2. Safety of Persons and Property
- 14.3. Emergencies

Article 15 – Insurance

- 15.1. Coverages and Limits of Insurance

Article 16 - Changes in Work

- 16.1. Change Orders
- 16.2. Claims for Additional Cost
- 16.3. Minor Changes in the Work

Article 17 - Uncovering and Correction of Work

- 17.1. Uncovering of Work
- 17.2. Correction of Work
- 17.3. Acceptance of Defective or Non-Conforming Work
- 17.4. Warranty Inspection After Completion

Article 18 - Termination of the Contract

- 18.1. Termination by the Contractor
- 18.2. Termination by School District

**Elizabeth School District,
Elbert County, Colorado
General Conditions of the Energy Performance Contract**

Article 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, unless incompatible with the clear intent of the provision where used, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1. **Addenda** - Written or graphic instruments issued by School District prior to the opening of Bids, which clarify, correct or change the Bidding Documents or the Contract Documents. Unless attached to the Elizabeth School District, Elbert County, Colorado Energy Performance Contract, or referred to therein, and made a part thereof, no such addenda exist.
- 1.2. **Contract** - The written Energy Performance Contract between Elizabeth School District, and Contractor (herein and throughout the Contract Documents the "Energy Performance Contract" or "Contract," either of which terms may be used interchangeably and are hereby construed to synonymously refer to the signed agreement between School District and the Contractor) which covers the Work to be performed and has been executed by School District and the Contractor. Other Contract Documents are attached to the Contract and made a part thereof as provided therein or specifically made a part thereof by reference in the Contract. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or in writing. The Contract may be amended or modified only by a Modification as herein before defined in Paragraph 1. 9 of this Article 1, definitions.
- 1.3. **Application for Payment** - The form accepted by School District, Escrow Agent as such term is defined in the Tax-Exempt Lease Purchase Agreement executed by School District and Bank of America contemporaneously with the Contract or, as applicable, CDE Form CC-06 or other forms required by the State of Colorado Department of Education Building Excellent Schools Today Program to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. **Asbestos** - Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5. **Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed and the other information requested by the Bidding Documents.
- 1.6. **Bidding Documents** - The advertisement or invitation to Bid, instructions to bidders, the Bid form, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other pre-bidding writing and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7. **Bonds** - Performance and Payment bonds complying with the requirements of Paragraph 11.4 and other instruments of security.
- 1.8. **Change Order** - A document signed by Contractor and which may be approved by the School District Board of Education, the Superintendent of Schools or the Superintendent of School's

designee, as applicable, and signed by School District and authorizes an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract. For purposes of the Contract and these General Conditions, the Superintendent of Schools and his/her designee shall have authority to approve all Change Orders that are less than \$10,000 pursuant to School District Policy. Every Change Order that exceeds \$10,000, or multiple Change Orders, which all concern the same addition, deletion or revision to the Work and together equal or exceed \$10,000, shall be approved by the Board of Education.

- 1.9. **Contract Documents** - The Contract Documents consist of the Contract, all Schedules and Exhibits attached thereto, these General Conditions of the Contract, the Performance Bond, the Payment Bond, the Bidding Documents, the Drawings as the same are more specifically identified in the Contract, the Specifications, and all Addenda issued prior to the execution of the Contract when attached as an exhibit to the Contract and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties (but only after School District has officially approved the amendment at an officially held meeting of the Board of Education and School District's legal counsel has approved as to form), (2) a Change Order, (3) a written interpretation or clarification issued by PM pursuant to the authority herein provided, on or after the Effective Date of the Contract, or (4) a written Field Order for a minor change in the Work issued by the PM pursuant to the authority herein granted. Shop Drawing submittals approved in accordance with the provisions herein set forth and the reports and drawings, referred to in Paragraphs 7.1.1.1 and 7.1.1.2 are not Contract Documents. Notwithstanding the foregoing, the Superintendent of Schools and his/her designee shall have the authority to approve non-material changes to the Contract Documents for which approval is required by School District, subject to prior approval as to form by School District's legal counsel. The Contract Documents shall not be construed to create any contractual relationship between the PM and the Contractor. The Contract Documents shall not be construed to create any contractual relationship between School District and any Subcontractor or any Sub-subcontractor.
- 1.10. **Contract Price** - The Contract Price or Fixed Limit of Construction Cost as stated and defined in the Energy Performance Contract and, including authorized adjustments thereto, is the total amount payable by School District to the Contractor for the performance of the Work under the Contract Documents.
- 1.11. **Contract Time and Days** - The numbers of days or the dates stated in the Contract: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by the PM's written recommendation of final payment as hereinafter provided. As used in the Contract Documents, the term "day" shall mean calendar day unless otherwise specifically designated.
- 1.12. **Contractor** - The person, firm or corporation with whom School District has entered into the Contract for the Project and is referred to throughout the Contract Documents as if singular in number and either in the masculine, feminine or neuter gender. The term Contractor means either the Contractor or its authorized agent or agents.

- 1.13. **Defective** - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of an inspection, reference standard, test or approval referred to in the Contract Documents, is damaged when installed, or has been damaged prior to the PM's recommendation of final payment unless responsibility for the protection thereof has been assumed by School District at Substantial Completion as herein provided; or does not meet the generally accepted professional standards for the same or similar type work performed in, near or around the location where the Work is or was performed.
- 1.14. **Drawings** - The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and the design, location and dimensions of such Work and which have been prepared and approved by the PM and are referred to in the Contract Documents. **Shop drawings are not Drawings as so defined.**
- 1.15. **Effective Date of the Contract** - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- 1.16. **Field Order** - A written order issued and approved, in writing, by the PM which orders minor changes in the Work in accordance with the provisions herein set forth but which does not involve a change in the Contract Price or the Contract Time.
- 1.17. **Final Completion** - The date which all Work to be performed pursuant to the Contract documents has been completed, approved and accepted by School District and all documents to be furnished by Contractor have been provided to and accepted by School District. Whenever in the opinion of the PM any section or portion of the Work may be used or occupied by School District without interference to the remaining Work, such section or portion may be so used and occupied and neither such partial use and occupancy nor any insurance, if any, purchased by School District in connection therewith shall constitute an acceptance of such Work or any portion thereof as either substantially completed or complete. The approval of School District with respect to the portions to be so used or occupied, shall also state the date or dates of commencement of Contractor's warranties and School District's obligation to maintain.
- 1.18. **General Requirements** - Sections of Division 1 of the Specifications.
- 1.19. **Hazardous Materials** - The term Hazardous Materials shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC § 6903, *et seq.*), as amended from time to time.
- 1.20. **Laws and Regulations** - (Laws or Regulations shall be included in the phrase "Laws and Regulations"). Any and all applicable governmental laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Work, over School District or Contractor, including without limitation the directives of the State Division of Fire Prevention and Control, the Colorado Department of Education Building Excellent Schools Today program, and the policies of School District.
- 1.21. **Liens** - Liens, charges, security interests or encumbrances upon real property or personal property.

- 1.22. **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work. Any milestone set forth in the Contract Documents is of the essence.
- 1.23. **Notice of Award** - The written notice, signed by the PM on behalf of School District after award of the Project by the Board of Education of School District, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein and in the Contract Documents, within the time specified, School District will sign and deliver the Contract. The Notice of Award is void and of no effect if the apparent successful bidder fails to execute all or any part of the Contract Documents within the time specified in the Notice of Award and the Contract Documents.
- 1.24. **Notice to Proceed** - A written notice given by the PM on behalf of School District to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- 1.25. **Partial Utilization** - Use by School District of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.26. **PCBs** - Polychlorinated biphenyl.
- 1.27. **Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.28. **Program Manager** - The Program Manager (herein and throughout the Contract Documents "PM" or "Principal Representative," as such term is defined in the Contract, either of which terms may be used interchangeably and are hereby construed to synonymously refer to the Program Manager) is to act as School District's representative under the Contract Documents as more fully described in Article 4.0 herein below.
- 1.29. **Product Data** - The illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, design, fixture or system for some portion of the Work.
- 1.30. **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part.
- 1.31. **Radioactive Material** - Source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 USC § 2011, *et seq.*) as amended from time to time.
- 1.32. **Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work, or the Work as a whole, will be judged.

- 1.33. **School District** – Elizabeth School District, Colorado (herein and throughout the Contract Documents the “School District” or “Political Subdivision,” either of which terms may be used interchangeably and are hereby construed to synonymously refer to Elizabeth School District is the entity for which the Work is to be performed. The terms “Program Manager” (PM), “District,” “School District,” or “Owner” means the Elizabeth School District or its authorized representatives, employees, the Board of Education, and authorized agents. The chief executive officer of School District is the Superintendent of Schools (hereinafter called “Superintendent”).
- 1.34. **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor or any subcontractor, manufacturer, supplier, or distributor and submitted by Contractor or any subcontractor, manufacture, supplier, or distributor to illustrate some portion of the Work.
- 1.35. **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Specifications determine nature and setting, workmanship and quality of materials; drawings establish the design, quantities, dimensions and details; schedules give locations.
- 1.36. **Subcontractor** - A person, firm, corporation or entity that has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and includes any sub-subcontractor (i.e., a person, firm, corporation or entity that has a direct or indirect contract with a subcontractor to perform any of the Work at the site) or representative of a subcontractor or sub-subcontractor.
- 1.37. **Substantial Completion** - Substantial Completion is the moment in time when the Work (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Whenever in the opinion of PM any section or portion of the Work may be used or occupied by School District without interference to the remaining Work, such section or portion may be so used and occupied and neither such partial use and occupancy nor any insurance, if any, purchased by School District in connection therewith shall constitute an acceptance of such Work or any portion thereof as either substantially completed or complete.
- 1.38. **Supplementary Conditions** - The part of the Contract Documents, if any, which amends or supplements portions of the General Conditions.
- 1.39. **Supplier** - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.40. **Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, water or geothermal loop heat exchange system.

- 1.41. **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes all labor, material, licensing, permitting, equipment and services necessary to produce the construction for which the Contractor has contracted to perform and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents. It also includes all plant, supplies, skill, supervision, transportation, services and other facilities and things necessary or proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct, and fully complete the Project identified by the Contract Documents.
- 1.42. **Work Change Directive** - A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by School District, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as hereinafter provided in these General Conditions or to emergencies as herein indicated. A Work Change Directive will not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive may be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as herein provided.
- 1.43. **Written Amendment** - A written amendment of the Contract Documents, signed by School District and Contractor on or after the Effective Date of the Contract and normally dealing with the non-architectural or non-technical rather than strictly construction related aspects of the Contract Documents.

Article 2 - Preliminary Matters

2.1. Delivery of Bonds and Insurance Certificates

2.1.1. When Contractor delivers the executed Contract to School District, Contractor shall also deliver to the PM the Bonds and Certificates of Insurance that the Contractor is required to furnish in accordance with the Contract Documents.

2.2. Commencement of Contract Time; Notice to Proceed

2.2.1. The Contract Time will commence to run:

2.2.1.1. On the later to occur of the day after the Effective Date of the Contract or the date when Contractor has delivered the executed Bonds and Certificates of Insurance,

2.2.1.2. Such other date as may be established in the Contract or,

2.2.1.3. If a Notice to Proceed is to be given under the terms of the Contract, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days of the Effective Date of the Contract. In no event will the Contract Time commence to run later than

the thirtieth (30) day after the Effective Date of the Contract or sixty (60) days after Notice of Award, whichever date is earlier.

2.3. Starting the Work

2.3.1. The Contractor shall start to perform the Work on the commencement date established as provided in Article 2.2.1, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.4. Before Starting Construction

2.4.1. By executing the Contract, the Contractor represents that Contractor has visited the site, is familiar with the local conditions under which the Work is to be performed, and correlated Contractor's observations with the requirements of the Contract Documents.

2.4.1.1. Before undertaking any part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and review the figures shown thereon and on all applicable field measurements, drawings, specifications, and plans, and shall at once report to the PM, in writing, any error, ambiguity, inconsistency, or omission he may discover. The Contractor shall obtain a written interpretation or clarification from the PM before proceeding with any work affected by the error, ambiguity, inconsistency, or omission Contractor discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the PM, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

2.4.1.2. Before ordering any material or doing any work, the Contractor shall review all dimensions and check all conditions in order to assure himself that they properly reflect those on the drawings. Any inconsistency shall be brought to the attention of the PM.

2.4.1.3. The Contractor shall be responsible for verifying all quantities of materials shown in the Contract Documents before ordering same, as payment is provided for acceptable materials complete in place. Materials rejected due to improper fabrication or excess quantity or for any other reason within the control of the Contractor will not be paid for regardless of the quantities or dimensions shown on the plans.

2.4.2. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

2.4.3. Within ten (10) calendar days after the Effective Date of the Contract (unless otherwise specified in the Supplemental Conditions), Contractor shall submit to the PM for review in a format acceptable to the PM:

- 2.4.3.1. a progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2.4.3.2. a schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal; and
 - 2.4.3.3. procurement of all major equipment and material; and
 - 2.4.3.4. a schedule of values for all of the Work which will include prices of items aggregating the Contract Price (called "values" for convenience) and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work so that the sum of the items will total the Contract Price. Such schedule of values will be prepared so as to facilitate payments by the Contractor to its Subcontractors and shall follow the trade divisions of the specifications so far as practicable. Such schedule and the amount therein shall be in such detail and supported by such data to substantiate its accuracy as the PM may require. Such schedule, when approved by the PM, unless it is found to be in error, shall be used only as a basis for the Contractor's Applications for Payment and shall not be taken as evidence of market or other value.
 - 2.4.3.5. no activities shall be shown with durations exceeding fifteen (15) working days. If an activity is longer than that, it shall be segmented.
- 2.4.4. Herein and in the other Contract Documents the schedules required shall collectively be referred to as the "progress schedule." The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedules herein in this Paragraph 2.4.4 required shall be revised as required by the conditions of the Work, subject to the PM's approval, as herein provided.
- 2.4.5. Before any Work at the site is started, Contractor shall deliver to School District, with copies to each additional insured identified in the Supplementary Conditions, if any, the certificates of insurance (and other evidence of insurance which School District or any additional insured may reasonably request) and all Bonds which Contractor is required to purchase and maintain as herein provided.

2.5. **Products Used and Objection Thereto**

- 2.5.1. Within an agreed upon number of days from the Effective Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each major product identified in the specifications and the name of the installing subcontractor, if any, to the PM.

2.5.2. PM will reply in writing to the Contractor within seven (7) working days of the receipt of such list stating whether School District or the PM, after due investigation, has objection to any such proposed product and/or the installing subcontractor. If adequate data on any proposed manufacturer or installer is not available, PM may state that action will be deferred until Contractor provides further data. Failure of PM to reply shall constitute notice of no objection. Failure to object to a manufacturer shall not constitute a waiver of any requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements. Approval of any manufacturer and/or installing subcontractor does not relieve the Contractor of its warranties or duties established in the Contract Documents.

2.6. Preconstruction Conference

2.6.1. Within twenty (20) days after the Contract Time starts to run, but before any Work at the site is started, a conference attended by Contractor, PM, one or more additional designees of School District, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the progress schedules referred to in Paragraph 2.4.4, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

2.7. Initially Acceptable Schedules

2.7.1. Prior to the first Application for Payment a conference attended by Contractor, PM, one or more additional designees of School District, and others as appropriate will be held to review for acceptability to PM as provided below the progress schedule submitted in accordance with Paragraph 2.4.4. Contractor shall have an additional five (5) days to make corrections and adjustments and to complete and resubmit the progress schedule. No progress payment shall be made to Contractor until the progress schedule (or an appropriate early start schedule) is submitted to and accepted by the PM and School District as provided below. The progress schedule will be acceptable to PM and School District as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time but such acceptance will neither impose on PM or School District responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor. Contractor's schedule of Shop Drawing and Sample submissions must be acceptable to PM as providing a workable arrangement for reviewing and processing the required submittals. Contractor's schedule of values must be acceptable to PM as to form and substance.

Article 3 - Contract Documents

3.1. Execution, Correlation and Intent

3.1.1. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement of the parties concerning the Work and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents will be construed in accordance with the laws of the State of Colorado. It is hereby agreed by the parties that for any lawsuit to enforce the provisions of the Contract Documents or arising out of the Work, venue and jurisdiction is only proper in the State courts in Elbert County, State of Colorado, and the

Contractor and any person, entity, corporation, or Subcontractor acting pursuant to the Contract Documents hereby submits to the jurisdiction of the State courts located in Elbert County, Colorado.

- 3.1.2. The Contract Documents shall be signed in not less than duplicate by School District and Contractor, any one of which shall be considered the complete contract. Within ten (10) days of Notice of Contract Award, the Contractor shall submit to School District a minimum of two (2) fully executed original sets of the Contract; Performance Bond and Labor and Material Payment Bond with original Power of Attorney; and certificates of required insurance coverage. Failure of either party to sign any such Contract Document shall not make such Contract Document void nor alleviate the parties from complying with the terms and conditions set forth therein.
- 3.1.3. School District shall furnish to Contractor an agreed upon appropriate number of copies (unless otherwise specified in the Supplementary Conditions, if any) of the Contract Documents (including drawings and specifications) as are reasonably necessary for the execution of the Work.
- 3.1.4. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. PM shall issue clarifications and interpretations of the Contract Documents as provided herein.
- 3.1.5. School District has or expects to have only limited funds for this Project and under no circumstance shall it be obligated or required to pay for, or in connection with, the Work any sum greater than the Contract Price as adjusted by properly executed, written Change Orders signed by School District in accordance with the procedures set forth elsewhere in the Contract Documents. Any claims by Contractor for any increase in the Contract Price and/or for any extra costs or damage shall be governed in accordance with the provisions herein set forth and none other. It is expressly provided that this provision shall not apply to nor limit any right of the Contractor elsewhere provided in the Contract Documents as to extensions of time for performance, or claims made in accordance with Paragraph 14.3.1.
- 3.1.6. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 3.1.7. The use of headings in the Contract Documents, including the Supplemental Conditions, is for the assistance of the reader and headings are not a part of the Contract Documents. The headings may not be used to contradict the language of any paragraph or subparagraph, or be used in construing the intent of the parties. The failure of any portion of the Supplemental Conditions to place new or amended

language in quotation marks does not invalidate the new or amended language; neither does the failure to state that the new or amended paragraph or subparagraph "remains in effect as amended" effect the validity of any amendment.

- 3.1.8. Titles to articles, divisions, sections and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as a part of the specifications and are, furthermore, not to be taken as a correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by School District for omissions or duplications by the Contractor or its subcontractor, due to real or alleged errors in arrangement of matter in these Contract Documents.
- 3.1.9. The past, present or future tense shall each include the other; pronouns of any gender shall mean the masculine, feminine and neuter genders; and words in the singular shall include the plural.
- 3.1.10. To the extent any provision in these General Conditions results in any conflict or inconsistency between the Contract and these General Conditions, these General Conditions shall govern and the terms of the Contract which conflict with these General Conditions or are inconsistent with these General Conditions shall be of no force or effect. In case of conflict, the Supplementary Conditions, if any, shall control over the provisions of the General Conditions of the Contract for Construction.
- 3.1.11. School District does not waive any of its immunities from lawsuit or damages, or both as a public institution, or as may be otherwise provided, whether by common law or statute, and nothing contained in the Contract Documents or any action required of School District by the Contract Documents shall be interpreted to be such a waiver. In no case does School District consent to the awarding or granting to any party to litigation under the Contract Documents or on account of the Work any attorney's fees as against School District.
- 3.1.12. The Contractor shall not be liable to School District for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or reasonably should have recognized, such error, inconsistency or omission and failed to report it to the PM or School District in a timely fashion.
- 3.1.13. The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by Contractor's failure to carefully and completely study and compare the contract documents prior to execution of work.
- 3.1.14. The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the PM for assistance in interpretation. The Contractor shall not ask the PM for formal observation of work prior to the Contractor's field superintendent's personal inspection of the work and its determination that the work fully complies with the Contract Documents.

- 3.1.15. If, in the opinion of the PM, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the School District to expend additional time in the discharge of the duties imposed on PM by the Contract Documents, then the Contractor shall bear the cost of compensation for the PM's additional services made necessary by such failure. School District will give the Contractor prior notice of intent to bill for additional services related to Articles 8.03 and 8.04 before additional services are performed.
- 3.1.16. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor Contractor's Warranty, Contractor shall promptly notify the School District in writing, providing substantiation for its position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate documentation.

3.2. Ownership and Use of Documents

- 3.2.1. All Drawings, Specifications and copies thereof furnished by the PM are the property of School District. They are to be used by Contractor only with respect to this Project and are not to be used by the Contractor on any other project. With the exception of one contract set for the Contractor, such documents are to be returned or suitably accounted for to the PM on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of School District's ownership rights.

3.3. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies

- 3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Law or Regulation in effect at the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 3.3.2. If, during the performance of the Work Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in the Contract Documents, Contractor shall report it to PM, in writing, at once, and Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized herein) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated herein; however, so long as a material conflict, error, ambiguity or discrepancy was not otherwise waived, Contractor shall not be liable to School District for failure to report any such conflict, error, ambiguity or discrepancy, unless Contractor knew or reasonably should have known thereof.

- 3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods herein indicated, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
- 3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - 3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Laws or Regulations).
- 3.3.4. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of School District or Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to School District or any of School District's consultants, agents, attorneys or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with any provisions of the Contract Documents.
- 3.3.5. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of PM, as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to PM, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty, or authority, to undertake responsibility contrary to the provisions of the Contract Documents.
- 3.3.6. Should drawings disagree in themselves or with the Specifications or should separate portions of the Specifications so disagree, or should the Contract Documents be otherwise internally inconsistent, the same shall be reported to the PM, the better quality or greater amount of work or materials shall be estimated upon, and unless otherwise ordered by the PM, in writing, shall be performed and furnished. Figures given on drawings govern scale measurements, and large-scale details govern small drawings.

3.4. **Amending and Supplementing Contract Documents**

3.4.1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in only the following ways:

3.4.1.1. a formal written Modification;

3.4.1.2. a Change Order (as herein provided); or

3.4.1.3. a Work Change Directive (as herein provided).

3.4.2. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, which do not involve a change in the Contract Price or Contract Time, in one or more of the following ways:

3.4.2.1. a Field Order (as herein provided);

3.4.2.2. PM's approval of a Shop Drawing or Sample (as herein provided); or

3.4.2.3. PM's written interpretation or clarification if authorized and issued as herein provided.

Article 4 – Program Manager (PM)

4.1. **Duties**

4.1.1. The Board of Education reserves the right, from time to time, at any time, in its sole discretion, to name a new, supplemental or additional PMs. The assignment of the PM to the Project by School District shall not in any manner relieve the Contractor or the Architect, if applicable, from their responsibilities to perform as required by the Contract Documents. Initially, the PM for this Project shall be the School District's Director of Facilities. The PM shall serve as the District's representative on day-to-day routine communications with Contractor and School District.

4.1.2. The PM will be School District's representative during construction and until final payment is due, and the PM will continue to be School District's representative during the warranty period referred to in Paragraph 17.2.2. School District's instructions to the Contractor shall be forwarded through the PM, respectively. As such, PM has the right to communicate with, exchange information with, and issue instructions to the Contractor.

4.1.3. The PM will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations as the PM, she will keep School District informed of the progress of the Work, and will endeavor to guard School District against defects and deficiencies in the Work of the Contractor.

- 4.1.4. The PM will not be responsible for and will not have control or charge of construction means, method, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he or she will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The PM will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work, unless PM knew or reasonably should have known thereof and could have reasonably taken an action or given a direction which would have avoided the omission or avoided the act. The acts or omissions of the PM shall not relieve the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work from complying with the Contract Documents, competently and efficiently executing the Work, and performing the Work in accordance with applicable federal, state, and local laws and regulations, nor shall it give rise to any duty or responsibility of the PM or School District to the Contractor, or any Subcontractor, any of their respective agents or employees, or any other person performing any of the Work; or otherwise relieve the Contractor, any Subcontractor, any of their agents or employees from any liability owing to School District for the acts or omissions of the Contractor, any Subcontractor, or their respective employees and agents.
- 4.1.5. The PM and School District shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so School District, the PM, or any of them, may perform its or their functions under the Contract Documents.
- 4.1.6. Based on the PM's observations and an evaluation of the Contractor's Applications for Payment, the PM will determine the amounts owing to the Contractor and will issue to School District Certificates for Payment in such amounts, as herein provided.
- 4.1.7. Intentionally deleted
- 4.1.8. Intentionally deleted
- 4.1.9. PM may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the Contract Documents and with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on the Contractor who shall perform the Work involved promptly.
- 4.1.10. Intentionally deleted
- 4.1.11. Intentionally deleted
- 4.1.12. Intentionally deleted
- 4.1.13. The PM will have authority to reject Work that does not conform to the Contract Documents. Whenever, in the PM's opinion, or in the opinion of School District, it is necessary or advisable for the implementation of the Contract Documents, School District will have authority to require special inspection or testing of the Work as

indicated herein whether or not such Work be then fabricated, installed, or completed. However, neither the PM's authority to act under this Paragraph 4.1.13, nor any decision made by it in good faith either to exercise or not to exercise such authority, shall relieve the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work from complying with the Contract Documents, competently and efficiently executing the Work and is in accordance with Laws and Regulations, nor shall it give rise to any duty or responsibility of the PM and/or School District to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

4.1.14. Intentionally deleted

4.1.15. Intentionally deleted

4.1.16. In case of the termination of the employment of the PM or any successor PM, School District shall appoint a successor PM. Any successor PM shall have all the rights, legal obligations, duties and responsibilities set out in the Contract Documents for the original PM.

4.1.17. Except as herein expressly provided, the Contractor shall not be relieved of its obligation to comply with the Contract Documents, competently and efficiently execute the Work in a good and workmanlike manner, insure that the Work meets the generally accepted standards for like construction in Elizabeth, Colorado, and is in accordance with Laws and Regulations.

Article 5 - Intentionally deleted

Article 6 - School District

6.1. Information and Services Required of School District

6.1.1. School District will furnish the site as shown in the Contract Drawings and will make payments as provided in the Contract Documents.

6.1.2. School District shall furnish as indicated in the Contract Documents rights-of-way and easements for access to the site, and such other lands, other than Town of Elizabeth rights-of-way, which are designated for, use in the Contract Documents. Any construction that is to take place in the Town of Elizabeth rights-of-way shall be coordinated by Contractor with the City. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

6.1.3. School District shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

6.1.4. Except as otherwise provided in the Contract Documents, School District shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

- 6.1.5. Information under School District's control shall be furnished by School District with reasonable promptness to avoid delay in the orderly progress of the Work.
- 6.1.6. The foregoing are in addition to other duties and responsibilities of School District enumerated in the Contract Documents, including those pertaining to Work by School District or by separate contractor of School District, payments and completion, and insurance as herein set out.

6.2. School District's Right to Reject Work

- 6.2.1. School District has the authority to reject any Work that is Defective.

6.3. School District's Right to Stop the Work

- 6.3.1. If the Contractor fails to correct Defective Work as required by the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, School District, by a written order signed by an agent of School District so empowered by School District in writing or in the Contract Documents, by any one of its legal counsel, or by the PM, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of School District to stop the Work shall not give rise to any duty on the part of School District to exercise this right for the benefit of the Contractor or any other person or entity.

6.4. School District's Right to Carry Out the Work

- 6.4.1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the PM on behalf of School District, or from School District, to commence and continue correction of such default or neglect with diligence and promptness, School District may, without prejudice to any other remedy it may have, make good such deficiencies. In such a case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the PM's additional services made necessary by such default, neglect or failure. The amount charged to the Contractor is subject to the prior approval of the PM. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to School District.

Article 7 - Concealed, Unknown, Subsurface and Physical Conditions; and Reference Points

7.1. Data Regarding Subsurface and Physical Conditions

- 7.1.1. Reference is made to the Supplementary Conditions, if any, for identification of:

- 7.1.1.1. subsurface conditions (those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by the PM in preparing the Contract Documents); and
- 7.1.1.2. physical conditions (those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to a site (except

Underground Facilities) that have been utilized by PM in preparing the Contract Documents).

7.1.1.3. Other than as shown or specifically stated in the Supplemental Conditions, School District and PM have no special knowledge of any physical item in or relating to existing surface or subsurface conditions which will affect the Work. However, in any event, Contractor shall be responsible for ascertaining adequate technical information before the commencement of the Work regarding any existing surface or subsurface condition.

7.1.2. Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings referred to in Paragraphs 7.1.1.1 and 7.1.1.2, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions, if any. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against School District, PM or any of their consultants with respect to:

7.1.2.1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

7.1.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

7.1.2.3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

7.2. **Notice of Differing Subsurface or Physical Conditions**

7.2.1. If Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed in the performance of the Work either:

7.2.1.1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraphs 7.1.1 and 7.1.2 is materially inaccurate, or

7.2.1.2. differs materially from that shown or indicated in the Contract Documents, or

7.2.1.3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by Paragraph 14.3), notify PM in writing about such condition. Contractor shall not further disturb such conditions or perform any Work in connection therewith (except as herein provided) until receipt of a written order to do so from the PM. Failure of Contractor to notify PM as required herein shall be deemed a waiver by Contractor of

any claim for extension of Contract Time or Contract Price by reason of such differing conditions.

7.3. Intentionally deleted

7.3.1. Intentionally deleted

7.4. **Possible Contract Documents Change**

7.4.1. If the PM concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in Paragraph 7.2.1, or, if applicable, Paragraph 7.6.2, then School District, as set forth in the Contract Documents, shall approve the proposed Work Change Directive or a proposed Change Order, which decision shall be final and binding on Contractor. The School District Board of Education, Superintendent or his/her designee, in its or her/his sole and absolute discretion, may elect to repair the condition itself or by utilizing the services of another contractor, cancel this Contract, authorize the change in the Contract Documents and allow the Contractor to complete the Work, or take such other action as it deems desirable and appropriate under the circumstances. Any change approved by the Board of Education, Superintendent or his/her designee will not entitle Contractor to any increase in the Contract Price or extension of the Contract Time unless expressly approved by the Board of Education, Superintendent or his/her designee as provided in Paragraph 7.5 and in accordance with Paragraph 1.8 and 1.9.

7.5. **Possible Price and Times Adjustments**

7.5.1. If the Contractor wishes to make an equitable claim for an increase in the Contract Price or for extra costs or damages due to a condition that meets one or more of the categories in Paragraph 7.2.1, or, if applicable, Paragraph 7.6.2, the Contractor shall give the PM and School District written notice thereof within seven (7) days after the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the provisions herein set forth regarding emergency conditions. Such claim, with the recommendations of the PM, will be submitted to the School District Board of Education, the Superintendent or his/her designee and its or her/his action thereon shall be final and binding on Contractor. Failure of Contractor to give such notice within the ten day period shall be a waiver by Contractor of any such claim and such claim or possible claim shall be invalid and unenforceable. Compliance by the Contractor with this paragraph does not validate any claim otherwise invalid. The Board of Education, the Superintendent or his/her designee shall not consider any increase in the Contract Price or in the Contract Time unless such condition must be included in one or more of the categories described in Subparagraphs 7.2.1.1 through 7.2.1.3 inclusive, or, if applicable, Paragraph 7.6.2. Notwithstanding the foregoing, in no event shall Contractor be entitled to any adjustment in the Contract Price or Contract Time if:

7.5.1.1. Contractor knew of the existence of such conditions at the time Contractor submitted its bid for the Project;

7.5.1.2. The existence of such condition could reasonably have been discovered or revealed prior to the time Contractor submitted its bid as a result of any

reasonable examination, test, investigation, exploration, or study of the site and contiguous areas required by the Bidding Documents or Contract Documents to be conducted by or for the Contractor;

7.5.1.3. Contractor failed to give the written notice within the time as required in Paragraph 7.2.1; or

7.5.1.4. The concealed conditions encountered in the performance of the Work below the surface of the ground or the concealed conditions or unknown conditions in an existing structure do not differ materially from those ordinarily encountered and generally recognized as inherent in work of the character and nature provided for in the Contract Documents.

7.5.2. Any such adjustment in the Contract Price or Contract Time by the Board of Education, Superintendent or his/her designee shall be at the sole discretion of the Board of Education, the Superintendent or his/her designee and its or her/his decision(s) shall be final and binding on Contractor.

7.6. Physical Conditions - Underground Facilities

7.6.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to School District of such Underground Facilities. Unless it is otherwise expressly provided in the Supplementary Conditions, if any:

7.6.1.1. School District and the PM, either jointly or severally, shall not be responsible for the accuracy or completeness of any such information or data; and

7.6.1.2. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for (i) reviewing and checking all such information and data, (ii) locating at the site all Underground Facilities shown or indicated in the Contract Documents prior to commencement of any Work, (iii) coordination of the Work with School District of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided herein and repairing any damage thereto resulting from the Work.

7.6.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as hereinafter required), identify School District of such Underground Facility and give written notice to School District of the Underground Facility, School District and PM. The PM will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If PM concludes that a change in the Contract Documents is required as a result of the Underground Facility, the recommendation for the change shall be submitted by PM, along with a proposed Work Change Directive or a proposed Change Order, and the Board's, the Superintendent's or his/her designee's action thereon shall be final and binding on

Contractor. School District, in its sole discretion, may elect to repair the condition itself or by utilizing the services of another contractor, cancel the Contract in accordance with Paragraph 18.2.2, authorize the change in the Contract Documents and allow the Contractor to complete the Work, or take such other action as it deems desirable and appropriate under the circumstances. During such time Contractor shall be responsible for the safety and protection of such Underground Facility as herein provided. If Contractor wishes to make a claim for an increase in the Contract Price, or for an extension of the Contract Time, or both, based upon the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that Contractor was unaware of and could not reasonably have been expected to be aware of or to have anticipated, Contractor shall give PM and School District written notice thereof within seven (7) days after the event giving rise to such claim. If the Contractor makes a claim for an increase in the Contract Price or for extra costs or for damages, or for an extension of Contract Time, or for two or more such items, such claim shall be treated as a request for an equitable adjustment and controlled by the provisions contained in Paragraph 7.5. Failure to give such notice within the ten-day period shall be a waiver by Contractor of any such claim, and such claim shall be null and void. Regardless of whether any Underground Facility is shown in the Contract Documents, Contractor shall be responsible for any and all loss or damage to such Underground Facilities caused by Contractor, any Subcontractor or anyone for whose acts either of them are responsible.

7.7. Reference Points

7.7.1. School District shall provide engineering and/or architectural surveys to establish references to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established property boundary markers and shall make no changes or relocations without the prior written approval of the PM. Contractor shall report to PM whenever any such reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and Contractor shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified engineering personnel.

7.8. Asbestos, PCBs, Hazardous Waste, Petroleum or Radioactive Material

7.8.1. School District shall be responsible for the removal or abatement of any Asbestos, PCBs, Petroleum, Radioactive Material or other Hazardous Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or properly exposed thereto in connection with the Work at the site. School District shall not be responsible for any such materials brought to the site by Contractor, Subcontractor, Suppliers or anyone else for whom Contractor is responsible.

7.8.2. Should any Asbestos, PCBs, Petroleum, Radioactive Material or other Hazardous Material be found, uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents, Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency), and (ii) orally notify School District and PM (and thereafter confirm such notice in writing). School District shall promptly consider the necessity for School District to retain a qualified expert to evaluate such

hazardous condition or take any corrective action. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after School District has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely.

- 7.8.3. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then School District may elect to cancel the Contract or authorize a change in the Contract Documents and allow the Contractor to complete the Work. In such a case an appropriate Change Order shall be issued. Contractor shall be liable for cost of completion of the Work, including additional services, costs and expenses made necessary by Contractor's failure to resume the Work in bad faith or with objectively unjust cause or neglect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to School District.

Article 8 - Contractor

8.1. Supervision and Construction Procedures

- 8.1.1. The Contractor shall supervise, inspect and direct the Work competently and efficiently, using its best skill and attention, and applying such skills and expertise as is necessary to perform the Work in accordance with the Contract Documents. Except as otherwise expressly limited in the Contract Documents, the Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract Documents. The Contractor shall be solely responsible for all locations, dimensions and levels, and no instructions or orders received from any source, or contained in the Drawings and Specifications or in written orders of the PM, shall justify departure from the requirements of the Contract Documents. Contractor shall take its own measurements at the site, verifying same with the Drawings and at the building, and will be responsible for the proper fit of completed Work in position. Contractor shall insure that the completed Work complies accurately and fully with the Contract Documents.
- 8.1.2. The Contractor shall be responsible to School District for the acts and omissions of its employees, agents, Subcontractors and their agents and employees, and for all other persons performing any of the Work.
- 8.1.3. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the PM in the administration of the Contract, or by any inspections, tests or approvals required to be performed or performed by persons other than the Contractor. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.
- 8.1.4. Before ordering any material or doing any Work, the Contractor shall comply with the provisions set forth above.

8.1.5. The Contractor shall be responsible for laying out the Work, setting lines and grades.

8.2. Labor and Materials

8.2.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, appliances, construction equipment and machinery, fuel, telephone, transportation, and other facilities, incidentals, and services and labor, necessary for the proper furnishing, execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

8.2.2. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. Contractor shall at all times maintain good discipline and order at the site. School District prohibits the illegal use of drugs, the possession of any firearms, the consumption of alcoholic beverages, and the presence of any person under the influence of drugs or alcohol, on and within the limits of the School District's property. The Contractor agrees to take all necessary steps to ensure that each agent and employee of the Contractor and each subcontractor complies with this prohibition.

8.2.3. Smoking shall not be permitted inside any building located on School District property, regardless of whether any construction activities are occurring in such building. No smoking will be permitted on any School District property.

8.2.4. School District properties are drug-free zones and tobacco-free zones. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all its employees, free from the effects of alcohol, controlled substances, and illegal drugs. The use of tobacco products on school grounds is prohibited. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illegal drugs is prohibited on or adjacent to the Project site and all of the Owner's other property at all times. Illegal drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state and/or federal law and include but are not limited to opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor shall strictly enforce this prohibition among its own employees and its subcontractors and their employees while they are on Owner's property. The Contractor and subcontractors shall require all of their employees to undergo drug and alcohol testing if an employee is involved in an accident on the Project site that may have been caused by human error that could be drug- or alcohol-related, or when a supervisor has reasonable suspicion or notice that an employee shows signs of possible intoxication, use, or being under the influence of drugs, alcohol, or controlled substances. Employees who violate these prohibitions shall be subject to disciplinary action by their employers up to and including termination, and may be denied access to the Project site. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract by the Owner and payment by Contractor of any damages or penalties to the Owner.

8.2.5. In compliance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Colorado labor shall be employed to perform at least eighty percent (80%) of the Work. School District, in School District's sole discretion after consultation with the State of Colorado,

shall have the right to waive the eighty percent requirement if, in the School District's sole discretion, there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with this Paragraph would create an undue burden that would substantially prevent a project from proceeding to completion. School District shall not impose contractual damages on Contractor for a delay in the Work due to the School District's decision to exercise this right. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, age, or religion except when sex, gender, or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

8.2.6. In compliance with Colorado law, preference shall be given to Colorado resident bidders against nonresident bidders from another state or foreign country. Preference shall be equal to the preference of a nonresident bidder in the state or foreign country, in which the nonresident bidder is a resident.

8.2.7. Intentionally deleted.

8.3. **Warranties**

8.3.1. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents, and all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier, except as otherwise provided in the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered Defective. If required by the PM, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

8.3.1.1. The warranties of Section 21(B) of the Contract are expressly incorporated herein. The implied warranty of merchantability and any applicable warranties of title are also expressly incorporated as if set forth in full herein.

8.3.1.2. Contractor shall provide the PM with copies of all warranties which have been made to the Contractor by suppliers or subcontractors, as required hereunder, together with an assignment of such warranties to School District; however, such assignments shall not relieve the Contractor of the responsibility in case of failure of such warranties nor does it relieve the Contractor of any of Contractor's liabilities and responsibilities established by the Contract Documents.

8.3.1.3. Contractor hereby warrants that all of the Work performed under the Contract Documents will be free from faulty materials in every particular, and will be free from improper workmanship. Contractor agrees to

promptly replace or re-execute without cost to School District any such Work as may be found to be Defective, or otherwise improper, imperfect, faulty or of unsatisfactory material and/or workmanship, without cost to School District, and to make good all damage caused to other work or materials, or to School District's property, real and personal, due to such Defective, improper, imperfect, faulty or unsatisfactory material and/or workmanship, and/or due to the required replacement or re-execution thereof.

8.3.1.4 This warranty shall be for a period of one (1) year from the date of Substantial Completion as certified by the PM under the Contract Documents and approved by the Board of Education. This warranty must be furnished to School District and approved by it before acceptance and final payment is made.

8.3.1.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE WARRANTIES AND REMEDIES SET FORTH ABOVE (INCLUSIVE OF THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 21(B) OF THE CONTRACT, AND INCLUSIVE OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY APPLICABLE WARRANTIES OF TITLE INCORPORATED BY REFERENCE HEREIN) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED AND IMPLIED WARRANTIES AND REMEDIES. CONTRACTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AS THE PERFORMANCE GUARANTEE IS INTENDED TO BE THE SCHOOL DISTRICT'S EXCLUSIVE REMEDY FOR ANY SHORTFALL IN THE GUARANTEED ANNUAL COST SAVINGS.

8.3.1.6 Cybersecurity Not in Scope. Contractor's scope does not include the implementation and/or maintenance of a security program to protect the School District's networks, systems, data, or other assets (including the deliverables provided under the Contract) against security threats. Contractor shall not be responsible for any losses or damages that may result from the School District's failure to maintain its own security programs in accordance with industry standards or to promptly follow guidance provided by Contractor with respect to the deliverables (including, without limitation, with respect to installation of any recommended updates or patches, and whether provided via Contractor's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise).

8.3.2. Contractor's obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance by School District of Work that is not in accordance with the Contract Documents or constitute a release of Contractor's obligations under the written warranty:

8.3.2.1. observations by the PM;

8.3.2.2. recommendation of any progress or final payment by the PM;

- 8.3.2.3. the issuance of a certificate of Substantial Completion or any progress payment or final payment by School District to Contractor under the Contract Documents;
 - 8.3.2.4. use or occupancy of the Work or any part thereof by School District;
 - 8.3.2.5. any acceptance of any portion of the Work by School District or any failure to do so;
 - 8.3.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by PM or School District, or any one or more of them.
 - 8.3.2.7. any inspection, test or approval by others; or
 - 8.3.2.8. any correction of defective Work by School District or any other contractor on behalf of School District.
- 8.3.3. Neither the Final Certificate, final acceptance, nor any payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for Defective, improper, imperfect, negligent, faulty or unsatisfactory materials or workmanship during the period covered by the warranty.

8.4. **Taxes**

- 8.4.1. The Contractor shall be held to have studied all tax laws for the State of Colorado and Elbert County, Colorado, and shall pay before delinquency all taxes for which Contractor is obligated to pay by applicable Laws and Regulations.
- 8.4.2. The Elizabeth School District is exempt from sales and use tax under Colorado and local law. School District will appoint Contractor as its purchasing agent for purposes of obtaining materials to be incorporated into the Project without payment of sales or use taxes. Contractor shall be responsible for and shall pay all sales and use taxes on any materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing the Contract but which are not incorporated into the Project. Contractor represents that no sales or use taxes were included in Contractor's bid for materials incorporated into the Project.
- 8.4.3. Where Federal Laws and Regulations exempt School District from the payment of excise or manufacturer's taxes on materials or equipment, the Contractor shall have excluded from Contractor's bid and from the Contract Price the amount of any applicable Federal Excise or manufacturer taxes. School District will furnish the Contractor, on request by the Contractor, the necessary exemption certificates to aid the Contractor in the recovery of any such Federal taxes paid by the Contractor for materials and equipment built into the structures of the project or to support the Contractor's failure to pay such taxes, as the case may be.

8.5. **Permits, Fees and Notices**

- 8.5.1. The Contractor shall secure and pay for the building permit(s) and for all other permits and governmental fees, licenses and inspections necessary for the execution and completion of the Work and which are legally required at the time the bids are received. School District will not reimburse Contractor permit or inspection fees.
- 8.5.2. The Contractor shall give all notices and comply with all Laws and Regulations and lawful orders of any public authority bearing on the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither School District nor PM shall be responsible for monitoring Contractor's compliance with any such Laws and Regulations and lawful orders.
- 8.5.3. It is not the responsibility of the Contractor to make certain that the Specifications and Drawings have been prepared in accordance with applicable Laws and Regulations. However, if the Contractor observes that any of the Contract Documents are at variance therewith in any respect, Contractor shall promptly notify the PM, in writing, and any necessary changes shall be accomplished by appropriate Modification, Change Order or Field Order.
- 8.5.4. If the Contractor performs any Work knowing or having reason to believe that it is contrary to any Laws and Regulations and without such notice to the PM in accordance with Paragraph 8.5.3, Contractor shall assume full responsibility therefor and shall bear all costs, claims, losses, and damages attributable thereto.

8.6. **General Supervisor**

- 8.6.1. The Contractor shall employ a competent general superintendent (which term is synonymous with foreman or forewoman, or supervisor and all such terms are herein defined to mean Contractor's general superintendent of the project and hereinafter collectively referred to as "Supervisor") and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Supervisor shall be satisfactory to the PM and School District, and shall not be changed except with written consent of the PM and School District, unless the Supervisor proves to be unsatisfactory to the Contractor and ceases to be in its employ or under extraordinary circumstances presented to PM and School District for approval. Any replacement Supervisor shall be approved by the PM and School District.
- 8.6.2. The Supervisor shall represent the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor. Important communications given by PM to the Supervisor shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. No solely oral communication may be given to the PM for transmittal to School District.

8.7. **Progress Schedule**

- 8.7.1. The progress schedule hereinbefore required by Paragraphs 2.4.4 and 2.4.5 shall provide for expeditious execution of the Work and shall conform to any order or sequence of the Work specified elsewhere in the Contract Documents. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

8.7.2. Contractor shall adhere to the progress schedule established in accordance with Paragraphs 2.4.4 and 2.4.5 as it may be adjusted from time to time as provided below:

8.7.2.1. Contractor shall submit to PM for acceptance (to the extent indicated in Paragraphs 2.4.4 and 2.4.5) proposed adjustments in the progress schedule that will not change the Contract Time (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

8.7.2.2. Proposed adjustments in the progress schedule that will change the Contract Time (or Milestones) shall be submitted as required by these General Conditions. Such adjustments may only be made by a Change Order or Written Amendment in accordance with the Contract Documents.

8.8. Documents and Samples at the Site

8.8.1. The Contractor shall maintain at the site for School District one annotated copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and currently to record all changes made during construction; all changes and deviations from the original drawings will be neatly marked thereon in red ink. Approved Shop Drawings, Project Data and Samples and shall be current to within one week of the work in progress. These shall be available for review to the PM and School District upon request and shall be delivered to the PM for School District upon completion of the Work.

8.9. Shop Drawings, Product Data and Samples

8.9.1. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, or in the work of School District or any separate contractor, but in no event later than set out in the accepted schedule of Shop Drawings submitted as herein required, all Shop Drawings, Product Data and Samples required by the Contract Documents.

8.9.1.1. Each submittal will bear specific written statement by the Contractor affirming that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

8.9.1.2. At the time of each submission Contractor shall give PM specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication, shall cause an written annotation to be made on each Shop Drawing and Sample submitted to PM for review and approval of each such variation.

8.9.2. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the

requirements of the Work and of the Contract Documents. Contractor shall review the Contract Documents and submit within ten (10) calendar days of Notice of Award, provide to PM and School District a comprehensive list of all submittal documents and produce a line by line schedule detailing when each submittal shall be submitted to the PM. The number of copies and format of submittals shall be as required by PM, but shall include one (1) copy of the original Shop Drawings and Product data for School District and one (1) copy for the PM.

- 8.9.3. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the PM's approval of Shop Drawing, Product Data or Samples unless the Contractor has specifically informed the PM in writing of such deviation at the time of submission and the PM has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the PM's approval thereof.
- 8.9.4. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the PM on previous submittals.
- 8.9.5. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the PM as provided in Subparagraph 4.1.14. All such portions of the Work shall be in accordance with such approved submittals.
- 8.9.6. If applicable, PM will review and approve Shop Drawings, Product Data and Samples in accordance with the schedule of Shop Drawings, Product Data and Sample submittals accepted by PM as hereinbefore required. PM's review and approval will be only to determine if the items covered by the submittals will after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. PM's review and approval will not extend to means, methods, and techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents). The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by PM, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by PM on previous submittals.
- 8.9.7. Where a Shop Drawing, Product Data or Sample is required by the Contract Documents or the schedule of Shop Drawings, Product Data and Sample submissions accepted by PM, any related Work performed prior to PM's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

8.10 **Substitutes and/or "or- Equal" Items**

- 8.10.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular

Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by PM and School District under the following circumstances:

8.10.1.1. If in School District's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by School District as an "or-equal" item, in which case review and approval of the proposed item may, in School District's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

8.10.1.2. If in School District's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under the Contract Documents, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow PM to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the PM will include the following as supplemented in the General Requirements and as PM may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by PM from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to PM for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with School District for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by PM in evaluating the proposed substitute. PM or School District may require Contractor to furnish additional data about the proposed substitute.

8.10.2. All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

- 8.10.3. If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to PM and School District. Contractor shall submit sufficient information to allow PM and School District, in their sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by PM will be similar to that provided in Subparagraph 8.10.1.2.
- 8.10.4. PM will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 8.10.1.2 and 8.10.3 and make recommendations to School District. School District will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without School District's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. PM or School District may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. PM will record time required by PM in evaluating substitutes proposed or submitted by Contractor pursuant to Paragraphs 8.10.1.2 and 8.10.3 and in making changes in the Contract Documents (or in the provisions of any other direct contract with School District for work on the Project) occasioned thereby. Whether or not School District accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse School District for the charges of PM and/or its Consultants for evaluating each such proposed substitute item.

8.11. Use of Site and Clean-Up

- 8.11.1. The Contractor shall confine operations and the Work at the site, including, but not by way of limitation, storage of construction equipment and materials, use of equipment and the operation of workers and labors, to areas permitted by Laws and Regulations, ordinances, permits and the Contract Documents and other land and areas permitted by rights-of-way, permits and easements, and shall not unreasonably encumber the site with any materials or equipment. No materials shall be stored nor shall equipment be parked on adjacent property without the express written consent of School District and without the permission of School District of such property if School District is not School District. Contractor shall assume full responsibility for any damage to any such land or area, or to School District or occupant thereof or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by such owner or occupant because of the performance of the Work or the use of such property, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws or Regulations indemnify and hold harmless School District and PM, or any one of them, their consultants and agents and anyone directly or indirectly employed by any of them from and against all judgments, claims, losses, costs, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against School District, PM or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work, or use of such property.

- 8.11.2. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and shall remove all rubbish as often as he deems necessary or as directed by School District or the PM. At the completion of the work, he shall remove all its rubbish from and about the building, and all its tools, scaffolding, and surplus materials.
- 8.11.3. To the extent affected by the performance of the Work, Contractor shall leave all doors and wall coverings thoroughly clean and finished; all walls and ledges shall be dusted; all plumbing fixtures shall be cleaned; all hardware shall be free of all labels, paint, stains, dust, dirt, and the like; all marks, stains, fingerprints, other oil, and dirt shall be removed from painted, decorated, or natural finish work and the building will be ready for occupancy except for being further equipped by the School District. In case of dispute, School District may perform such cleaning up as may be required and charge the cost to the Contractor.
- 8.11.4. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it. Any material, which has deteriorated, become damaged, or otherwise unfit for use, in whole or in part, shall not be used in the Work.
- 8.11.5. If applicable, School District will provide to the Contractor access to the required work areas in existing buildings. Such access shall be according to the mutual agreement between the Contractor and the building manager or principal. Suitable storage facilities may be arranged with the principal or manager of such building for materials liable to damage from exposure to the weather. However, the refusal of any principal or manager to allow materials to be stored at or near his or her building shall not increase School District's liability for damage to such material. School District shall not be responsible for the property and material stored in or near existing buildings as an accommodation to the Contractor.
- 8.11.6. If the site upon which the Work is to be performed is being used for school or other uses authorized by School District, Contractor shall take all reasonable measures to minimize any disruption to those activities and uses. If applicable, the Contractor shall request from the building principal Contractor's requirements for special areas so as to allow the principal to schedule the affected areas for both construction and normal activities during the construction period. The building principal will reasonably cooperate with the Contractor in making the requested special areas available for special periods of time. Contractor shall ensure that all areas in the site where the Work is performed are cleaned daily in accordance with all Laws and Regulations.
- 8.11.7. It shall be the responsibility of the Contractor, through its general supervisor, to see that the debris and trash resulting from construction operations, whether caused by the Contractor, or by any Subcontractor, or supplier, agent, employee, laborer, or workman or workwoman, of the Contractor or any Subcontractor, or by any other person under the control, either directly or indirectly, of the Contractor, are removed from the property from time to time as the Work progresses or as directed by PM or School District. It shall also be the responsibility of Contractor to ensure that all areas are cleaned daily in accordance with all Laws and Regulations.

8.11.8. If the Contractor fails to clean up during or at the completion of the Work, School District may do so as herein provided and the cost thereof shall be charged to the Contractor, and may be deducted from any amounts owed Contractor.

8.12. Cutting and Patching of Work

8.12.1. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

8.12.2. The Contractor shall not damage or endanger any portion of the Work or the work of School District or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of School District or any separate contractor except with the written consent of School District and of such separate contractor. The Contractor shall not unreasonably withhold from School District or any separate contractor its consent to cutting or otherwise altering the Work.

8.13. Communications

8.13.1. The Contractor shall forward all communications directed to School District, in writing, through the PM.

8.14. Royalties and Patents

8.14.1. The Contractor shall pay all royalties and license fees, if any are required in connection with the work. Contractor shall defend all suits or claims for infringement of any copyrights and patent rights in connection with the work and shall save School District harmless from loss on account thereof except that Contractor shall not be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufactures is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless Contractor promptly gives such information in writing to the PM.

8.15. Indemnification

8.15.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless School District, its elected officials, PM, agents and employees (collectively, the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees and costs, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to Work itself), and (2) is caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; provided, however, that Contractor's foregoing indemnification obligations shall not apply to the extent such claims, damages, losses, and/or expenses arise out of the negligence or willful misconduct of the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 8.15.

8.15.2. In any and all claims against School District, its agents or employees or the PM by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 8.15 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit act or other employee benefit acts.

8.15.3. Intentionally deleted

8.16. **Civil Rights**

8.16.1. Contractor agrees that Contractor and all Subcontractors will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the grounds of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which School District receives Federal financial assistance from the Department; and hereby gives assurance that Contractor will immediately take any measures necessary to effectuate the provisions this paragraph. Contractor further agrees that Contractor and all Subcontractors will comply with all applicable requirements of Laws and Regulations pertaining nondiscrimination in employment.

8.16.2. Contractor shall have, and shall maintain during the term of the Contract, a demonstrated equal employment opportunity record. In subcontracting work for the Project, Contractor shall consider a potential subcontractor's demonstrated equal opportunity record.

Article 9 - Subcontractors

9.1. **Award of Subcontracts and Other Contracts for Portions of the Work**

9.1.1. Within twenty-four (24) hours after the award of the Contract, Contractor shall furnish to the PM in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The PM will promptly reply to the Contractor in writing stating whether or not School District, the PM, after due investigation, has reasonable objection to any such proposed person or entity.

9.1.2. The Contractor shall not contract with any such proposed person or entity to whom School District or the PM has made reasonable objection under the provisions of Subparagraph 9.1.1. The Contractor shall not be required to contract with anyone to whom Contractor has a reasonable objection.

9.1.3. If School District or the PM has reasonable objections to any such proposed person or entity, the Contractor shall submit a substitute to whom School District and the PM has no reasonable objection. If the Subcontractor to whom School District or PM has reasonable objection was capable of performing the subcontracted Work, the Contract

Price may be increased or decreased by the reasonable difference in Cost occasioned by such substitution and documented by Contractor to School District, and an appropriate Change Order shall be issued. No increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsibly in submitting names as herein required.

9.1.4. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if School District or PM makes reasonable objection to such Substitution.

9.1.5. The Contractor shall not sublet the Work as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility for the Work or with compliance with the Contract Documents.

9.2. Sub-Contractual Relations

9.2.1. By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward School District and the PM. Said agreement shall preserve and protect the rights of School District and the PM under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against School District. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 9.2, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of Documents available to Contractor's Sub-Subcontractors.

9.3. Subcontractor Lawsuits against School District

9.3.1. No Subcontractor, sub-subcontractor, laborer, employee or agent of a Subcontractor or sub-Subcontractor, nor equipment or material supplier shall bring or maintain, either directly or indirectly, in its own name or in the name of the Contractor, any claim or suit against School District for any amount payable under the Contract Documents or for breach of contract.

Article 10 - Work by District or by Separate Contractors

10.1. School District's Right to Perform Work and to Award Separate Contracts

10.1.1. School District reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar General Conditions of the Contract for Construction. No claim for delay or additional cost shall be made solely due to the performance of such work by School District on such separate contractor unless

School District or such separate contractor actively interferes with the performance of Contractor's Work is an increase not contemplated by the Contract Documents.

10.1.2. When separate contracts are awarded for different portions of the Project or other work on the site, the term "contractor" in the Contract Documents in each case shall mean the contractor who executes such separate owner - contractor agreement.

10.1.3. School District will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as herein provided.

10.2. **Mutual Responsibility**

10.2.1 The Contractor shall afford School District and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate Contractor's Work with theirs as required by the Contract Documents. Wherever work that is being done by School District's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interest involved shall be established by the PM, to secure the completion of the various portions of the work in general harmony.

10.2.2. If any part of the Contractor's Work depends for proper execution or results upon the work of School District or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the PM any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of School District's or separate contractors' work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work by others.

10.2.3. Any costs caused by Defective or ill-timed work shall be borne by the party responsible therefor.

10.2.4. Should the Contractor wrongfully cause damage to the Work or property of School District, or to other work on the site, the Contractor shall promptly remedy such damage as herein set forth.

10.2.5. Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates any type of proceeding against School District on account of any damage alleged to have been caused by the Contractor, School District shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against School District arises therefrom, the Contractor shall pay or satisfy it and shall reimburse School District for all attorneys' fees and court or arbitration costs which School District has incurred.

10.3. **School District's Right to Clean Up**

10.3.1. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by the Contract Documents, School District

may clean up and charge the cost thereof to the contractors responsible therefor as School District may determine. School District will assign responsibility.

Article 11 - Miscellaneous Provisions

11.1. Successors and Assigns

11.1.1. School District and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents applicable to such party. Contractor shall not assign any moneys due or to become due to him hereunder, without the prior written consent of School District or the State of Colorado. The School District may assign the Contract to the State of Colorado, its Treasurer or its Department of Education's Public School Capital Construction Assistance Board.

11.2. Intentionally deleted

11.3. Claims for Damages

11.3.1. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party.

11.3.2. Whenever reference is made to claims, costs or damages, or like terms, it shall include in each case, but is not limited to, all fees and charges of PM, architects, consultants, engineers, attorneys and other professionals and all court costs; except that no award of attorneys' fees shall be made against School District.

11.3.3 Neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary or similar damages or losses, including loss of profits, arising out of the Contract or the performance of the Work, whether such claim for damage is based in contract or tort. Nothing provided herein shall modify the Contractor's duties to guarantee certain energy performance as provided in the Contract or to limit School District's right to recover damages as allowed by the Contract as a result of Contractor's failure to guarantee certain energy performance. as provided in the Contract. For the avoidance of doubt, any liquidated damages assessed in accordance with Section 13.9 of these General Conditions shall not be deemed to constitute consequential damages and shall not be waived by this provisions of this Section 11.3.3.

11.4. Bonds

11.4.1. The Contract shall be awarded contingent upon compliance with the following requirements, acceptance by School District of required Bonds and furnishing of proper evidence of insurance as required by Article 15. All required Bonds shall be issued either:

- 11.4.1.1. Only by companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies and which are furthermore authorized to do business in the State of Colorado and with an AM Best rating of "A" or better. Such companies shall be included in the current Department of the Treasury fiscal service listing of certificate holders as published in the Federal Register and such Bonds shall be issued within three (3) business days following award of the bid, and the execution of a Contract pursuant to such bid shall be contingent upon such Bonds being accepted by School District as being in compliance with this paragraph; or
- 11.4.1.2. If Bonds are to be issued by companies not qualified as provided in 11.4.1.1 above, then the Contractor shall furnish to School District information in addition to the Bonds required hereby. School District may or may not accept the alternative Bonds in its sole discretion. Bonds required hereunder shall be issued within three (3) business days following the award of the bid and the execution of a Contract pursuant to such bid award shall be contingent upon such bonds being approved by School District as being in compliance with the following requirements. The Contractor or such surety company shall, in addition to such Bonds submitted within the time limits described hereinabove, furnish the following:
- 1) The name and corporate address of the bonding company.
 - 2) The registered agent of the corporate surety in Colorado to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of the suretyship evidenced by such bonds.
 - 3) A statement from the State Department of Insurance for the State of Colorado reciting the amount of the allowed capital and surplus of such surety company as of the date of the last annual statutory financial statement.
 - 4) A statement from the surety company stating that if any bond furnished hereunder is in an amount in excess of ten percent (10%) of the surety company's capital and surplus, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized to do business in the State of Colorado. The Surety Company shall also furnish the following additional information:

- a. The name of the reinsurance company.
- b. A copy of the reinsurance contract, certified by the bonding company as a true and correct copy of the original, that will reinsure any project of School District, which will constitute written certification that the surety company has reinsured that portion of the surety company's risk that exceeds ten percent (10%) of the surety company's capital and surplus. Any reinsurance contract to be furnished must satisfy School District that the reinsurer is obligated to School District to perform in the event of a failure of the surety company to perform under the provisions of the performance and/or payment bond.
- c. A certification from the Colorado Department of Insurance that the reinsurer is authorized to do business in the State of Colorado.
- d. A statement from the Colorado Department of Insurance to the effect that the amount to be reinsured does not exceed ten percent (10%) of the reinsurer's capital and surplus.

11.4.1.3. Failure to furnish any of the requirements set forth above for the performance and payment bonds shall authorize School District to reject such awarded bid as not being to specifications and to award the bid to and execute a contract with the bidder acceptable to School District who meets the above requirements.

11.4.2. The Contractor at its own expense shall furnish Bonds (both performance bonds and payments bonds) as set forth in the Contract and as provided by Colorado law, in the form required by the Contract Documents, covering the full and faithful performance of the Contract and the payment of all obligations arising thereunder. All premiums for such Bonds shall be paid by the Contractor. The Contractor shall deliver the required Bonds to School District with a copy to the State of Colorado not later than three days after execution of the Contract. Each of the Bonds required hereunder shall be in an amount equal to 100% of the total Contract Price. Contractor shall cause the surety to name Bank of America and its successors and assigns, as a co-obligee in a sum equal to 100% of the Contract Price, and shall deliver a certified copy of each surety bond to Bank of America and its successors and assigns at the time of issuance to the School District. The surety company executing the Bonds shall be acceptable to School District and Lessor. The Contract shall not take effect until such Bonds are furnished by the Contractor and approved by School District. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by any other portion of the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions, if any. All Bonds required by the Contract Documents or hereafter required by Laws and Regulations. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

11.4.3. Should it reasonably appear to School District at any time during the existence of this Contract, or from time to time, that the surety or sureties on said Contractor's Bonds, or any of them, have become insolvent, bankrupt, or in conservatorship, or otherwise financially unable to protect School District as required by the terms of the Contract Documents, School District may demand, in writing, that the Contractor furnish

additional or new Bonds executed by an approved surety company satisfactory to School District. The act of School District, with reference to demanding new or additional security, shall never be construed to relieve the original surety on its obligation under the said Bonds, or to relieve the Contractor. The Contractor, within ten (10) calendar days after receiving the written demand, shall furnish additional or new Bonds, which must be acceptable to School District. School District may stop the Work under the Contract until additional or new Bonds have been furnished by the Contractor, and School District shall in no case be liable to the Contractor on account thereof. School District may exercise the rights as provided herein to take charge of the Work in the event of the refusal or failure of the Contractor to comply with the demands of School District with reference to furnishing additional or new Bonds.

11.4.4. Any surety executing a Bond upon the Contractor's Work under the Contract, shall be deemed to have consented in advance to any changes in the Work made by order of School District as set forth herein. Any changes in the Work made under the Contract Documents shall in no way alter or impair the obligations of such surety executing such a Bond.

11.4.5. The Bonds shall cover completion of the physical work per the approved design, and shall not guarantee or warranty efficiency or system performance. The Bonds shall not cover any obligation of the Contractor to ensure that the Work as constructed will result in any particular level of energy savings.

11.5. Rights and Remedies

11.5.1. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder to School District shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by Laws and Regulations, and, in particular, but not by way of limitation, the warranties and obligations imposed upon the Contractor by the Contract Documents are not to be construed in any way as a limitation of any rights and remedies available by Laws and Regulations, by warranty or other provisions of the Contract Documents, and the provisions of this paragraph will be effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. The rights and remedies available to School District under this paragraph and under the Laws and Regulations, or by warranty or the provisions of the Contract Documents are cumulative and are not exclusive. The election by School District to utilize one type of remedy does not preclude from utilizing any other remedy at the same time or in the future, and shall not be construed by any court of law as an election of remedies.

11.5.2. No action or failure to act by School District or PM shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically set forth in writing.

11.6. Tests

11.6.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the PM timely notice of its readiness so the PM

and School District may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.

- 11.6.2. If the PM determines that any Work requires special inspection, testing, or approval which Subparagraph 11.6.1 does not include, PM will, upon written authorization from School District, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 11.6.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the PM's additional services made necessary by such failure, School District shall bear the costs of such tests if such Work complies with the Contract Document, and an appropriate Change Order shall be issued, but shall not be obligated to PM or School District for any additional sums.
- 11.6.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by Contractor to the PM.
- 11.6.4. No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on any site except with the express and specific prior written approval of the PM and School District and any appropriate governmental authorities, in each instance. The Contractor shall notify the PM of need for such approval three (3) days prior to the proposed use of such explosives.

11.7. Blasting

- 11.7.1. No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on any site except with the express and specific prior written approval of the PM and School District and any appropriate governmental authorities, in each instance. The Contractor shall notify the PM of need for such approval three (3) days prior to the proposed use of such explosives.

11.8. Venue for Litigation

- 11.8.1. Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain its progress during any litigation. School District shall continue to make payments to the Contractor in accordance with the Contract Documents, unless School District in good faith believes the monies are not owing or subject to setoff.
- 11.8.2. In the event of any litigation arising out of or otherwise relating to this Contract, venue shall be exclusively in the Federal or State courts serving Elbert County, Colorado.
- 11.8.3. Neither the Contract nor these General Conditions are intended to create any third-party beneficiary claims or rights for anyone not a party to the Contract, including subcontractors, suppliers or members of the general public. The Contractor may submit claims on behalf of its subcontractors only when the Contractor concludes in good faith that the claim has merit in the amount stated. Where the Contractor submits claims, either in its own behalf or in its subcontractor's behalf, for an amount greater than is due without a reasonable possibility that said amount claimed is due, and with

the knowledge or belief that said amount claimed is likely greater than the amount then due, then the Contractor shall be liable to School District for reasonable attorneys' fees and other costs occasioned in the successful defense against said claims.

11.9. Signs

11.9.1 No signs or advertisements at the Project site will be allowed to be displayed without the prior written approval of School District.

11.10 Recordkeeping; Inspection of Records

11.10.1 Recordkeeping. The Contractor shall keep complete and accurate records, accounts and books with regard to all materials, equipment and labor involved in the performance of the Work in accordance with generally accepted accounting principles. All such books and records shall be preserved for six (6) years after Final Completion of the Work. During such time, Contractor also agrees to maintain all safety-related reports and records relating to Contractor's performance of the Work, and such documentation shall be produced by Contractor to Owner upon request.

11.10.2 Inspection of Contractor's Records.

11.10.2.1 School District's Inspection. For a period of six (6) years after Final Completion of the Work, Contractor shall allow the School District (or its agent or authorized representative), during normal business hours and upon reasonable advanced notice, to audit and inspect Contractor's Books and Records to the extent related to Contractor's Work under the Contract and reasonably requested by the District (redacted as needed to protect the proprietary or confidential information of Contractor, its affiliates, agents, Subcontractors, sub-subcontractors and/or any other third parties). "Books and Records" shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontract files (including proposals of successful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other supporting evidence reasonably deemed necessary by the School District to substantiate charges related to the Contract.

11.10.2.2 Public Inspection. To the extent not prohibited by federal law, the Contract and the performance measures and standards under C.R.S. § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*

Article 12 - Time

12.1. Computing Time

12.1.1. In computing any period of time prescribed or allowed by the Contract Documents, the day of the act, event, or default after which the designated period of time begins to run is not included. The last day of the period so computed is included unless it is a Saturday, Sunday, legal holiday by law of the United States or the State of Colorado, or an official holiday of School District, in which event the period runs until the end of the next day which is not a Saturday, Sunday, legal holiday or official school holiday.

12.1.2. A calendar day is a twenty-four (24) hour period measured from 12:00:01 a.m. until the following midnight.

12.1.3. With respect to Work in or in connection with School District occupied facilities, it is expected that all Work will be performed during normal working hours on regular working days. Should the Contractor desire to work at other times, advance requests shall be made to the building principal so that the areas can be made available. School District personnel must be on hand at any time work is in progress at such occupied location.

12.1.4. Contractor shall carry on the Work and adhere to the progress schedule. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, with the exception of lack of payment on undisputed invoices past sixty (60) days or greater and except as School District and Contractor may otherwise agree in writing.

12.2. Progress and Completion

12.2.1. Time limits stated in the Contract Documents are of the essence of the Contract.

12.2.2. The Contractor shall begin the Work on the date as herein before provided. Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

12.2.3. In the event of partial occupancy by School District, the Project shall not be deemed Substantially Complete until the entire Work is Substantially Complete.

12.3. Delays and Extensions of Time

12.3.1. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of School District or the PM, or by any separate contractor employed by School District, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, government orders and/or supply chain delays arising from epidemics or pandemics that prohibit or severely restrict the performance of the Work; or any causes beyond the Contractor's control, or by any other cause which the PM determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as School District may determine. Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work. There shall be no increase in the Contract

Price due to any delay unless it is due to the active interference by School District with the Contractor's Work.

- 12.3.2. Any claim for extension of time shall be made in writing to the PM not more than seven (7) days after the commencement of the delay or identification of the delay, whichever would occur first; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay in the form of a schedule acceptable to PM as to forward substance on the progress of the Work. The PM shall review the estimate and forward the request, with its recommendation, to School District for final decision.

Article 13 - Payments and Completion

13.1. Schedule of Values

- 13.1.1. Before the first Application for Payment, the Contractor shall submit to the PM, a schedule or breakdown of values as hereinbefore required.

13.2. Applications for Payment

- 13.2.1. School District shall make monthly progress payments to the Contractor on account of the Contract Price as follows:

13.2.1.1. The Contractor shall submit to the PM for approval an application for each progress payment one day each month or as mutually agreed, accompanied by the signed statements and other documents required by the Contract Documents. Such applications for payment shall be itemized estimates in such form as the PM may require based on the schedule of values and listing the "values" of labor and material incorporated in the Work and of materials delivered and suitably stored at the site. Such applications shall show the total such values, less retainage as provided in Paragraph 13.5.1 and less the aggregate of all previous payments, as the amount payable on account of the Contract Price. No progress payment shall be payable until the Application for Payment has been received and approved by the PM. Contractor further agrees to provide such supporting documentation as may be reasonably requested by the School District or Bank of America with respect to an Application for Payment.

13.2.1.2. If the Contractor has submitted the Application for Payment as above, the PM, with reasonable promptness, shall issue its Approval or Certificate for Progress Payment for such amount to School District, not exceeding the amount shown by the application, as PM deems properly payable on such application or estimate, furnishing copies of such Approval or Certificate to the Contractor. The PM shall review the Application for Payment with reasonable promptness, shall endorse or decline to so endorse, the Approval or Certificate for such amount, and forward the Approval or Certificate, if one is approved, to School District and Escrow Agent for payment. Payment of such amount shall be made by the District within forty-five (45) days after receipt of the Application for Payment from PM, subject to the provisions of these conditions.

- 13.2.1.3. No approval and no certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by School District, shall constitute an acceptance of any Work.
 - 13.2.1.4. Each application for a progress payment must be accompanied by statements, in such form as the PM may require, signed by each subcontractor who has worked, directly or indirectly, at the site or provided any portion of the Work, that such subcontractor has been paid all sums due and owing such endorsing subcontractor at the time of the Application.
- 13.2.2. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to School District either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, herein referred to as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or lien thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Notwithstanding the passage of title to School District, Contractor shall remain responsible for all damage to such Work, materials and equipment until acceptance of the Work as provided in Paragraph 4.2.10.
- 13.2.3. The issuance of a Certificate for Payment will constitute a representation by the PM to School District, based on its observations at the site as herein indicated and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in its Certificate); and that the PM believes that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the PM shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Price.

13.3. Withholding Certificates for Payment

- 13.3.1. If the PM refuses to approve the full amount requested in the Contractor's Application for Payment, or if School District refuses to approve such Application, the PM shall notify the Contractor in writing of the reasons for withholding a Certificate.

13.4. Progress Payments

- 13.4.1. Payments shall be made in the full value of the Work performed and material stored, less five percent (5%) of such value which shall be retained until final completion and

acceptance of all Work unless otherwise agreed by Owner, and less the aggregate of any previous payments.

- 13.4.2 The Contractor may withdraw the whole or any portion of such sums withheld if the Contractor deposits acceptable securities with the Owner in an amount at all times at least equal to the amount withdrawn. All such withdrawals shall be on the Owner's approved forms and shall require that the acceptable securities be endorsed in favor of the Owner, authorizing the Owner to negotiate the acceptable securities and to receive the payments due.
- 13.4.2. The Contractor shall promptly pay each Subcontractor upon receipt of payment from School District, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Subcontractors in similar manner.
- 13.4.3. The PM may, on request and at his or her discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the PM on account of Work done by such Subcontractor.
- 13.4.4. Neither School District nor the PM shall have any obligation to pay or to assure the payment by Contractor of any moneys to any Subcontractor.
- 13.4.5. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by School District, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

13.5. **Payments Withheld**

- 13.5.1. The PM may decline to certify payment and may withhold the Certificate in whole or in part, to the extent reasonably necessary to protect School District, if the PM is unable to make representations to School District as provided herein. If the PM is unable to make representations to School District as required by the Contract Documents and to certify payment in the amount of the Application, the PM will notify the Contractor as herein indicated. If the Contractor and the PM, or both, cannot agree on a revised amount, the PM will promptly issue a Certificate for Payment for the amount for which the PM is able to make such representations to School District. The PM may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, the PM may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in the PM's opinion to protect School District from loss because of:
 - 13.5.1.1. Defective Work not remedied,
 - 13.5.1.2. third party claims filed or reasonable evidence indicating probable filing of such claims,

- 13.5.1.3. failure of the Contractor to make, payments properly to Subcontractors or for labor, materials or equipment,
- 13.5.1.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price,
- 13.5.1.5. damage to School District or another contractor,
- 13.5.1.6. reasonable evidence that the Work will not be completed within the Contract Time, or
- 13.5.1.7. failure to carry out the Work in accordance with or to comply with the Contract Documents.

13.5.2. School District or PM may withhold approval of any certificate for Payment issued by PM and withhold payment thereon for any of the reasons specified in Paragraphs 13.6.1.1 to 13.6.1.7, inclusive, or due to any other default by Contractor under the Contract Documents.

13.6. Failure of Payment

13.6.1. If the PM does not issue a Certificate for Payment, through no fault of the Contractor, within the time allowed by the Contract Documents after receipt of the Contractor's Application for Payment, or if School District, without cause, does not approve the Certificate for Payment and pay the Contractor within seven (7) days after the date established in the Contract Documents any amount certified by the PM, then the Contractor may, upon seven (7) additional days' written notice to School District and the PM, sent United States certified mail, postage prepaid, return receipt requested, stop the Work until payment of the amount owing has been received.

13.7. Substantial Completion

13.7.1. When the Contractor considers that the Work is Substantially Complete as defined in Paragraph 1.37, the Contractor shall notify, in writing, the PM, who shall prepare, in association with the Contractor, a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibilities of the Contractor to complete all Work in accordance with the Contract Documents.

13.7.2. Before requesting a Substantial Completion inspection, the Contractor shall have submitted to the PM:

- 13.7.2.1. All shop drawings, submittals, and product data as required by the Contract Documents;
- 13.7.2.2. All reports and test results as required by the Contract Documents, including completed commissioning pre-functional checklists and proof that test and balance operations have been completed. Contractor shall submit a draft of the test and balance working papers as required.

13.7.2.3. Inspection reports and approvals of all agencies having jurisdiction and special inspection reports. Under all circumstances the submittal requirements to apply for the Certificate of Occupancy from the authority having jurisdiction shall be met;

13.7.2.4. Price quotations for any outstanding change orders, proposals or claims.

13.7.3. If the School District's or PM's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the School District can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion. During the inspection for Substantial Completion the PM will document and within seven (7) days issue a final punch list of items to be corrected before final inspection and acceptance.

13.7.4. When the PM on the basis of an inspection determines that the Work is Substantially Complete, and the items identified on the punch list are not of a nature to limit the School District's ability to utilize the Work or designated portion thereof, the PM will then prepare a Certificate of Substantial Completion which shall recommend to School District the Date of Substantial Completion, shall establish responsibilities of the School District and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The PM shall submit the proposed Certificate of Substantial Completion to School District for its approval. Contractor shall complete all items on the punch list accompanying the Certificate of Substantial Completion within the specified number of days of the date on the certificate.

13.7.5. No retainage will be released or paid until final payment unless otherwise expressly provided for in the Contract Documents or agreed to in writing by the parties.

13.8. Final Completion and Final Payment

13.8.1. 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 PM will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment to School District stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that, the opinion of the PM, the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The PM's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been fulfilled. Upon receipt of the written final Certificate for Payment, School District shall review same to ensure that the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the Work was executed in a good and workmanlike

manner, that the Work meets the generally accepted standards for like construction in the area of the Project and is in accordance with Laws and Regulations.

13.8.2. The Contractor shall not be entitled to receive the final payment until: (1) both the PM and School District certify that the Work has been completed in accordance with the terms and conditions of the Contract Documents, was executed in a good and workmanlike manner, meets the generally accepted standards for like construction in and around the Town of Elizabeth, Colorado and is in accordance with applicable Laws and Regulations, (2) all documents to be provided by Contractor as a condition to final payment have been furnished, (3) the final Certificate of Payment is approved by School District, (4) the final punch list items are complete, (5) all operations and maintenance manuals have been accepted, (6) all School District training is complete, and (7) all close out documents are filed with School District. The time of final settlement for the Work shall be established and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement. Final payment and settlement shall be made at the time of final settlement as advertised, or as soon thereafter as appropriate and practicable, in the judgment of School District.

13.8.3. Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the PM (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which School District or its property might in any way be or become responsible, have been paid or otherwise satisfied, (2) consent of surety on all Bonds to final payment and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases, statements of subcontractors as required herein and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by School District. If any Subcontractor refuses to furnish a release or waiver required by School District, the Contractor may furnish a bond satisfactory to School District to indemnify him and School District against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to School District all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. If any unpaid claim for such labor, materials, supplies, or equipment is filed with School District before payment in full of all sums due the Contractor on the final settlement date, then School District shall withhold from the Contractor sufficient funds, if available, to provide for the payment of such claim, until the same is paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with School District a receipt for payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published notice of final settlement in accordance with the provisions of C.R.S. §38-26-107, unless an action has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with School District. At the expiration of the ninety- (90-) day period, School District shall release to the Contractor all funds that are not the subject of such action. Notwithstanding the provisions in this Paragraph, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Contract, such amended procedure shall be substituted accordingly. If any claim for such labor, materials, supplies, or equipment remains unsatisfied after all payments are made by the School District to the Contractor, the Contractor shall refund to School District all sums which the latter may for any reason be compelled to pay to satisfy such claim,

including all costs and attorneys' fees incurred by School District as a result of the Contractor's default in such respect.

13.8.4. The making of final payment by School District shall not constitute a waiver of any claims by School District.

13.8.5. School District will not be required to, nor shall it, make final payment until all Work to be performed pursuant to the Contract Documents has been completed, approved and accepted by School District and all documents to be furnished by Contractor have been provided to School District. The Contractor shall furnish PM, in a form adequate to the PM, satisfactory evidence of payment in full for all materials, labor and equipment and to all subcontractors used or employed in the Work prior to School District making final acceptance to the Contractor. Contractor must furnish PM with Final Certificates from all local inspection authorities prior to acceptance by School District. Warranties required by the Contract Documents shall commence on the date of approval by School District of the Certificate of Substantial Completion of the Work.

13.8.6. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor in the written final Application for Payment as unsettled.

13.9. Liquidated Damages for Delay in Completion

13.9.1. It is understood and agreed that completion of the entire Project within the time specified in the Contract is a matter of vital necessity to the School District, that the School District will suffer substantial damages if the entire Project is not completed within the specified time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Contractor agrees to pay the School District liquidated damages in the amount of Five Hundred and 00/100 Dollars (\$500.00) for each calendar day, if any, which elapses between the date stated in the Contract, as extended by any extensions of time under the provisions of these General Conditions, and the date of final completion when the entire Project is finally accepted within the meaning of the acceptance and final payment provision of these General Conditions. If the Contractor fails to pay such liquidated damages promptly upon demand therefor, the surety on the Contractor's performance bond shall pay such damages. Also, the School District may withhold all or any part of such liquidated damages from any payment due the Contractor. No changes in the Work shall extend the time for completion or the contract schedule unless set forth in a properly approved Change Order.

13.9.2. The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the PM, or anyone acting on behalf of the PM, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted.

Article 14 - Protection of Persons and Property

14.1. Safety Precautions and Programs

14.1.1. The Contractor shall be primarily responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. However, the PM shall have the authority to monitor the Contractor on matters of safety in connection with the Work and the Work site. The PM and/or School District, in their sole discretion, shall have the authority to stop the Work when any violation is observed. Notwithstanding the authority of the PM, nothing contained in this paragraph or in any other provision in the Contract Documents shall act to relieve the Contractor of its liability for injuries to persons or property.

14.1.2. Intentionally deleted

14.2. Safety of Persons and Property

14.2.1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

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

14.2.1.2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and

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

14.2.2. The Contractor shall give all notices and comply with all Laws and Regulations and all lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

14.2.3. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all 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 utilities.

14.2.4. The Contractor at its own expense and option shall employ watchmen or erect adequate fencing at such time as necessary to protect or attend its Work, including times when building exterior is breached to protect it and its contents.

14.2.5. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. Whenever the use of explosives or other hazardous materials or equipment is to be used, the Contractor shall give the PM and School District a minimum of twenty-four (24) hours' notice.

- 14.2.6. The Contractor shall promptly remedy all damage or loss (other than damage or loss to property insured as herein required and for which School District has been paid the entire amount of its loss) caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable or for which the Contractor is responsible, except damage or loss directly attributable to the acts or omissions of School District or PM or anyone directly or indirectly employed by School District, or by anyone for whose acts School District may be liable, and not attributable, in whole or in part, to the fault or negligence of the Contractor, any Subcontractor or Sub-subcontractor, their respective agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any one of them may be liable. The foregoing obligations of the Contractor are in addition to Contractor's obligations under Paragraph 8.15.
- 14.2.7. The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person (hereinafter called "Safety Manager") shall be the Contractor's supervisor unless otherwise designated by the Contractor in writing to School District and the PM. The designated safety manager shall coordinate his or her duties with the PM.
- 14.2.8. The Contractor must promptly report in writing to the PM all accidents whatsoever arising out of, or in connection with, the performances of the Work, whether on or adjacent to the sites, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the PM. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the PM, giving full details of the claim. The requirements set forth in this Subparagraph 14.2.8 shall not act as any waiver by School District of the provisions of any applicable statute of limitations nor shall it act as a waiver of any immunity or other defense, which School District may otherwise have as a political subdivision.
- 14.2.9. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. The Contractor shall have full responsibility for preventing overstress of any structure or any part of member of it during construction. The Contractor shall fully check the effect of its operations in this regard, and shall provide all temporary support and connections required.
- 14.2.10. The Contractor shall protect and be responsible for any damage to the Work, any material and equipment incorporated in the Work and any material and equipment to be incorporated in the Work which is stored on the site or at off-site locations, from the date of the Contract until the final acceptance of the Work and, as herein provided, shall make good without cost to School District, any damage or loss that may occur during this period, except that in the event of partial or total occupancy by the School District prior to final acceptance, School District shall be responsible for any damage caused, in whole, by it during such partial or total occupancy. The Contractor shall handle all material as directed, so that it may be inspected by the PM. All material affected by the weather shall be covered and protected to keep it free from damage

while being transported to the site, as well as when it is stored on the site or at any offsite location.

14.3. Emergencies

14.3.1. In emergencies affecting the safety or protection of persons or the Work or the property at the site or adjacent to the site, Contractor, if time is of the essence, without special instruction or authorization from School District or PM, shall act to prevent threatened damage, injury or loss; but, in no event, shall the Contractor take any additional actions or perform any additional work than is necessary to halt the emergency or to prevent threatened damage, injury or loss and to allow sufficient time for the Contractor to seek the advice and counsel of the PM and School District. Contractor shall as soon as possible after the onset of the emergency, but in no event more than twenty-four (24) hours thereafter, give PM prompt written notice of the emergency conditions and the additional work made necessary to halt the emergency. PM, in consultation with School District, shall as soon as practicable, advise the Contractor in writing how to further proceed to remedy the conditions. If the emergency condition was caused, in whole or in part, by School District, an equitable adjustment in the Contract Price or in the Contact Time, or both, may be allowed. If a claim is to be made for an equitable adjustment under this paragraph, it shall be made under, and governed by, the terms of Paragraph 7.5.

14.3.2. After the emergency is halted and the conditions creating the emergency remedied or halted, so that there is no immediate threat of damage, injury or loss, but in no event more than three (3) days after the onset of the emergency, Contractor shall give PM and School District written notice if Contractor believes that any significant future changes in the Work or variations from the Contract Documents will be necessitated by either the emergency conditions or the Work taken in response to the emergency. If PM or School District determines that a change in the Contract Documents is required to complete the Work, a Work Change Directive or Change Order will be issued, in the manner herein established, to document the consequences of such action. This Subparagraph 14.3.2. does not apply to a claim for equitable adjustment in the Contract Price or Contract Time, or both, made necessary by the actual work performed or undertaken to prevent the threatened damage, injury or loss to persons or property; such claim or claims being made exclusively under the provisions of Subparagraph 14.3.1.

Article 15 - Insurance

15.1. Coverages and Limits of Insurance. The Contractor and subcontractors, at their expense, shall procure and maintain in effect at all times throughout the duration of the Project, including the warranty period, all insurance requirements and limits as set forth below. The Contractor shall continue to provide evidence of such coverage to the School District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of the Contract. All below General Liability, Automobile Liability and Workers' Compensation insurance policies shall include a provision requiring that the School District, Bank of America, and the State of Colorado be given thirty (30) days' prior notice by certified mail if any such policy is cancelled or non-renewed for any reason other than non-payment of premium, and Contractor agrees that either Contractor or its insurance broker shall provide such notice with respect to the Professional Liability and Pollution Liability policies. Completed certificates of insurance shall be filed with the School District, Bank of

America, and the State of Colorado within ten (10) days after the date of the Notice of Award. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”. If the coverage is written on a “claims made” basis, Contractor shall confirm that any retroactive date for the coverage precedes the effective date of the Contract and is in effect for a period of three (3) years from the date of final acceptance of the Work.

15.1.1. Workers’ Compensation Insurance. The Contractor shall procure and maintain workers’ compensation insurance at its own expense during the term of the Contract, including occupational disease provisions for all employees per statutory requirements. Such policy shall contain a waiver of subrogation in favor of the School District and the State of Colorado. The Contractor shall also require each subcontractor to furnish workers’ compensation insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for subcontractors’ employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers’ Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

15.1.2. Commercial General Liability Insurance. The Contractor, at its own expense, shall procure and maintain commercial general liability insurance to protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any subcontractor under it or anyone directly or indirectly employed by the Contractor or by a subcontractor.

15.1.2.1. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

Project Amount	<u>\$0-10M</u>	<u>\$10M-30M</u>	<u>N/A</u>
General Aggregate	\$ 2,000,000	\$ 5,000,000	N/A
Products- Completed Operations Aggregate	\$ 2,000,000	\$ 5,000,000	N/A
Each Occurrence	\$ 1,000,000	\$ 1,000,000	N/A
Personal Injury	\$ 1,000,000	\$ 1,000,000	N/A
Fire Damage Limit for any one fire	\$ 50,000	\$ 50,000	N/A
Medical payments per person	\$ 5,000	\$ 5,000	N/A

[Coverage limits shall be a function of the project amount.]

15.1.2.2. The following coverages shall be included in the Commercial General Liability Insurance:

15.1.2.2.1. Per project general aggregate (CG 25 03 or similar)

15.1.2.2.2. School District, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agents, and volunteers; and Bank of America and its successors and assigns, and the State of Colorado shall be named as Additional Insureds with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractors, including completed operations, and must include both ONGOING Operations and COMPLETED Operations per CG2010 12/19 and CG 2037 12/19 or equivalent as permitted by law.

15.1.2.2.3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.

15.1.2.2.4. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO Form 2010 12/19 edition or equivalent)

15.1.2.2.5. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO CG 2037 12/19 edition or equivalent)

15.1.2.2.6. A waiver of subrogation in favor of all Additional Insured parties.

15.1.2.2.7. Personal/Advertising Injury Liability

15.1.2.2.8. Contractual Liability coverage to support Contractor's indemnification obligations

15.1.2.2.9. Explosion, collapse and underground (xcu)

15.1.2.2.10. Independent contractors

15.1.2.2.11. Products/Completed Operations

15.1.2.2.12. Premises and Operations

15.1.2.2.13. Designated Construction Projects General Aggregate Limit (ISO CG 2503-1997 edition, AIG Endorsement 86681 or equivalent).

15.1.2.3. The following exclusionary endorsements are prohibited in the Commercial General Liability Insurance policy:

15.1.2.3.1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)

15.1.2.3.2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 2426 or similar)

15.1.2.4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in the Contract for three (3) years after completion of the Project.

15.1.3. Comprehensive Automobile Liability Insurance. The Contractor shall maintain comprehensive automobile liability insurance, including coverage for liability arising out of any auto (including owned, hired, and non-owned autos), with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the School District and the State of Colorado.

15.1.4. Umbrella Liability Insurance (for projects exceeding \$10,000,000). The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in subparagraphs a through c above. Coverage shall follow the terms of the underlying insurance, including the additional insured and waiver of subrogation provisions. The amounts of insurance required above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each paragraph previously mentioned.

Each occurrence	\$5,000,000
Aggregate	\$5,000,000

15.1.5. Builder's Risk Insurance. If applicable to the Work, the Contractor shall purchase and maintain, from a company or companies lawfully authorized to do business in Colorado, Builder's Risk insurance written on a 100% completed value basis or an equivalent policy form. Contractor shall provide School District a certificate of insurance evidencing such coverage promptly following issuance of the Notice to Proceed to Commence Construction Phase and prior to commencing the performance of the construction Work. Such Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by Contractor and School District, until twenty-four (24) months after the earlier to occur of (a) the date of Final Completion, and (b) the date that is thirty-six (36) months following the date of the Notice to Proceed to Commence Construction Phase. This insurance shall include the School District, Bank of America and its successors and assigns, the State of Colorado, and Contractor's subcontractors and subsubcontractors in the Project as additional insureds. All associated deductibles shall be the responsibility of the Contractor and Contractor is prohibited from charging back to or seeking reimbursement of said costs from the School District. Such Builder's Risk insurance shall include insurance against the perils of fire (with extended coverage), transit, increased cost of construction, architect's fees and expenses and all below and above ground structures, piping, foundations including underground water mains and sewer mains, and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (including water damage), windstorm, falsework, testing and startup, temporary buildings and debris removal, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The Contractor shall waive all rights of subrogation as regard the School

District, its officials, officers, agents and employees, and the State of Colorado, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by the insurance obtained pursuant to this Paragraph or other property insurance applicable to the Work, except to the extent that any such damage or loss is caused by the gross negligence or willful misconduct of any such parties. The Contractor shall require all subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts. Upon request and subject to advance notification of and negotiation with the insurance company, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried. Unless it is agreed otherwise, Contractor shall use no less than commercially reasonable efforts to ensure that, to the greatest extent possible, all monies received are applied first to rebuilding or repairing the destroyed or injured work.

15.1.6. Professional Liability Insurance. Contractor shall maintain professional liability insurance covering wrongful acts, errors and/or omissions, including design errors, if applicable for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the Contractor as part of this Contract. The policy coverages shall remain in effect for three (3) years after project is complete. Minimum coverage shall be in the amount of \$1,000,000 per loss and \$2,000,000 aggregate.

15.1.7. Contractor's Pollution Liability. If work at issue under this Agreement involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services, Contractor shall obtain a pollution liability insurance policy covering the Contractor's completed operations. The policy shall provide coverage for bodily injury, property damage and/or environmental damage caused by unexpected and unintended sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos) due to operations (including completed operations) performed by or on behalf of Contractor under the Contract. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Construction Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this Agreement is completed. The policy shall be endorsed to include the following as Additional Insureds: "School District, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers as well as Bank of America and its successors and assigns, and the State of Colorado, named as additional insureds with respect to liability and defense of suits caused in whole or in part by the operations performed by, or on behalf of the Contractor under the Contract, including completed operations,

but not for any loss arising from the sole negligence or willful misconduct of the Additional Insureds". The policy shall have the following minimum limits:

Per Loss	\$1,000,000
Aggregate	\$1,000,000

- 15.2. The parties understand and agree that the School District does not waive or intend to waive any provision of the Contract, including the provisions of this Article; the monetary limitations of the Contract; or any of the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the School District.
- 15.3. Certificates of insurance and/or insurance policies required under the Contract shall be subject to the following stipulations and additional requirements:
- 15.3.1. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Contractor;
- 15.3.2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit evidence of the same to the School District and State Building Programs for approval if requested, and submit a certificate of insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the School District, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
- 15.3.3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and rated at least A- VIII by A.M. Best Company or as otherwise acceptable to the School District and Bank of America;
- 15.3.4. Receipt, review or acceptance by the School District of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Contract Conditions; and
- 15.3.5. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The School District in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or

other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Article 16 - Changes in Work

16.1. Change Orders

16.1.1. Except as expressly noted herein, no change in the Work shall be made unless in pursuance of a written change order approved and signed by School District and agreed to by the Contractor; no claim for an addition to the Contract Price or for extra compensation or for additional Contract Time shall be valid unless so ordered.

16.1.2. School District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

16.1.3. The cost or credit to School District resulting from a change in the Work shall be determined in accordance with the Schedule of Values, which is set forth in and attached to the Contract as Schedule F.

16.1.3.1. Intentionally deleted

16.1.3.2. Intentionally deleted

16.1.3.3. Intentionally deleted

.1 Intentionally deleted

.2 Intentionally deleted

.3 Intentionally deleted

16.1.4. As used above, the term "direct costs" means the costs directly and necessarily incurred in the performance of the work required, but shall not include any general office expense, overhead expenses, insurance costs, supervision costs, management salaries and any cost incurred in correcting defective or damaged work. In addition to overhead and profit, the amount to be paid Contractor may also include any additional premium for any increase in the premium amount for any Bonds attributable to an increase in the amount of the contract.

16.1.5. Contractor and each Subcontractor involved shall furnish evidence of direct costs by copies of original invoices for all materials and payroll vouchers for labor if the PM upon written authorization from School District directs changes in the Work to proceed in advance of reaching a price agreement with the Contractor. The PM is not authorized to give instructions to the Contractor that will increase the Contract Price unless the PM has separate specific written authorization from School District to do so. Any advice the PM gives the Contractor shall in no way be construed as releasing the

Contractor from fulfillment or performance of the requirements of the Contract Documents.

16.2. Claims for Additional Cost

16.2.1. The Contract Price may only be changed by a Change Order or by written Amendment or Modification, approved and executed by School District.

16.2.2. If the Contractor is directed by the PM or School District, or receives a Work Change Directive to perform work different from and/or in addition to the Work required by the Contract Documents, or claims that any written interpretation will cause an increase in the Contract Price or cause additional costs and wishes to make a claim for such increase in the Contract Price or for extra costs to be caused by such different and/or additional work, or Work Change Directive, he shall give the PM written notice thereof within five (5) days after receipt of the directive giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except for work caused by Contractor responding to differing or unforeseen physical conditions under which the Work is to be performed or in an emergency endangering life or property, in which case the Contractor shall proceed as indicated in the Contract Documents, and any claim for an increase in the Contract Price or for extra costs or damages for such work caused by differing or unforeseen physical conditions or emergency work shall be governed by the provisions herein set forth regarding such differing or unforeseen physical conditions or emergency work, respectively. Such written claim for work different from and/or in addition to the Work required by the Contract Documents, along with the recommendation of the PM, will be submitted to School District and its action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable. Compliance by the Contractor with this paragraph does not validate any claim otherwise invalid.

16.2.3. If the Contractor believes that the direction to perform different or additional work than that required by the Contract Documents or that of a Work Change Directive will cause an increase in the Contract Price and the Contractor wishes to make a claim for such increase in the Contract Price or for additional costs to be caused by any such directive, he may not proceed to execute the different and/or additional work directed by PM (or the Work Change Directive) or School District, except for work caused by Contractor responding to differing or unforeseen physical conditions under which the Work is to be performed or in an emergency endangering life or property, in which case the Contractor shall proceed as herein indicated until he receives a properly executed Change Order or Written Amendment or Modification. If the Contractor begins to execute the different or additional work caused by such directive prior to receiving a properly executed Change Order or written Amendment or Modification, Contractor shall be responsible to complete any differing and/or additional work at no additional cost to School District.

16.2.4 In the event of a material delay in acquiring materials or equipment or a material increase in the price of materials or equipment during the performance of the Contract and such delay arises out of causes beyond the control and without the negligence of Contractor, then Contractor shall within ten (10) days after the beginning of any such delay or notice of material price increase deliver to School District a request for extension of time or adjustment in the Project Fee and/or the Completion Date, and, if

approved by the School District, the Completion Date and Project Fee as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered material when the price of an item increases by five percent (5)% between the execution of this Contract, establishing the Maximum Contract Price, as defined in the Energy Performance Contract and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule. In the case of an increase in price of materials or equipment in excess of five percent (5%), the parties agree to share equally the excess materials or equipment costs. A delay in acquiring materials or equipment will be considered material if Contractor can substantiate to School District that the delay in the performance of the Work had an impact on the Construction Schedule's critical path.

16.3. Minor Changes in the Work

16.3.1. The PM will have authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on School District and the Contractor. Copies of such written orders shall be provided to the PM and the Contractor. The Contractor shall carry out such written orders promptly.

Article 17 - Uncovering and Correction of Work

17.1. Uncovering of Work

17.1.1. If any portion of the Work should be covered contrary to the request of the PM or to requirements specifically expressed in the Contract Documents, it must, if required by the PM, be uncovered for the PM's observation, and shall be replaced at the Contractor's expense.

17.1.2. If any other portion of the Work has been covered which the PM has not specifically requested to observe prior to being covered, the PM may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to School District. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by School District or a separate contractor as provided herein, in which event School District shall be responsible for the payment of such costs.

17.2. Correction of Work

17.2.1. The Contractor shall promptly correct all Work rejected by the PM as Defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the PM's, or its representatives, additional services made necessary thereby.

- 17.2.2. If, within one (1) year after the date of Final Completion of the Work or designated portion thereof or within one (1) year after written acceptance by School District of designated equipment or within such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special warranty required by the Contract Documents, whichever period is longer, any of the Work is found to be Defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from School District to do so unless School District has previously given the Contractor a written acceptance of such specific condition. This obligation shall survive termination of the Contract.
- 17.2.3. The Contractor shall remove from the site all portions of the Work which are Defective or non-conforming, and which have not been corrected as herein required unless removal is waived by School District.
- 17.2.4. If the Contractor fails to correct Defective or non-conforming Work as herein provided, School District may correct it in accordance with the Contract Documents and the Contractor shall be responsible for, and shall promptly pay, all costs, damages and fees incurred by School District in remedying the Defective or non-conforming Work. School District may deduct the cost thereof from any amounts due Contractor.
- 17.2.5. If the Contractor, either before or after Substantial Completion, and either before or after final payment, does not remove from the Project site any Defective or nonconforming materials or equipment within a reasonable time fixed by written notice from the PM or School District, School District may remove and store the materials or equipment at the expense of the Contractor. School District shall have a security interest in all such materials and equipment to secure repayment by Contractor of all costs incurred by School District in the removal, storage and sale thereof. If the Contractor does not pay the cost of such removal and storage within ten (10) calendar days thereafter, School District may upon ten (10) additional calendar days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the PM for their additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to School District.
- 17.2.6. The Contractor shall bear the cost of making good all work of School District or separate contractors destroyed or damaged by such correction or removal.
- 17.2.7. The obligations of the Contractor under this Article 17 shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law nor shall they be construed to establish any period of limitations with respect to School District's right to enforce the Contract Documents in a court of law.
- 17.2.8. School District shall have right to operate equipment until defects are corrected and warranties met and shall have right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

17.3. Acceptance of Defective or Non-Conforming Work

17.3.1. If School District prefers to accept Defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Price where appropriate and equitable. Such adjustment shall be effective whether or not final payment has been made.

17.4. Warranty Inspection After Completion

17.4.1. The PM and Contractor together shall make at least one (1) complete inspection of the Work after the Work has been determined to be finally complete and accepted. One such inspection, the "Eleven-Month Warranty Inspection" shall be made approximately eleven (11) months after the date of Final Completion. The PM shall schedule and so notify all parties concerned of these inspections.

17.4.2. Written punch lists and reports of these inspections shall be made by Contractor and forwarded to the School District within ten (10) days after the completion of the inspections. The punch list shall itemize all warranty items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the School District.

17.4.3. If Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving Contractor ten (10) days written notice of intention to do so.

17.4.4. The School District shall be entitled to collect from Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, pursuant to Paragraph 17.4.3, as well as all damages resulting from such deficiencies and defects.

Article 18 - Termination of the Contract

18.1. Termination by the Contractor

18.1.1. If the Work is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency, making materials unavailable, through no act or fault of the Contractor or of a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days pursuant to the Contract Documents, unless stoppage was the fault of the Contractor or the School District fails to make any payment(s) to the Contractor as required in the Contract after thirty (30) days' advance written notice and opportunity to cure, then the Contractor may, upon fifteen (15) additional days written notice, sent to School District and the PM, terminate the Contract and recover from School District payment for all Work executed to the date of such stoppage. Such payment shall not exceed the remainder, if any, after

subtracting the total of previous payments made by School District to the Contractor, of the lesser of:

- (a) the fair value (not including Contractor's cost or profit) of the approved executed Work, or,
- (b) an amount determined by multiplying the Contract Price, as adjusted by change orders, times the percentage of Work completed.

18.2. Termination by School District

18.2.1. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefits of its creditors, or if a receiver should be appointed on account of its insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of School District, or otherwise breach any material provision of the Contract, then School District, when in its reasonable opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and the surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon that are owned by or were purchased for the School District and finish the Work by whatever method it may deem best. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the Work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and its surety shall pay the difference to School District. The expenses incurred by School District as herein provided, and the damage incurred through the Contractor's default, shall be determined by School District.

18.2.1.1. School District may take control of the Work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the PM deems advisable. In such event School District shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of the Contractor.

18.2.1.2. School District may require the surety on the Contractor's bond to take control of the Work at once and see to it that all the deficiencies of the Contract are made good, with due diligence. As between School District and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from School District to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions of this article as to the right of School District to do the Work or to take control of the Work.

- 18.2.2. Should conditions arise which in School District 's opinion make it necessary or advisable to discontinue work under the Contract Documents, School District may terminate the Contract in whole or in part without cause or fault by the Contractor by giving fifteen (15) calendar days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such effective date of termination, School District shall take possession of the site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination under this paragraph 18.2.2 the Contractor shall be equitably paid for all work properly completed or in progress, based upon the approved Schedules of Values.
- 18.2.3. If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including compensation for the PM's and/or School District's additional services made necessary thereby, such excess shall be paid to the Contractor. In the event of a termination pursuant to Section 18.2.1, if such costs exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to School District upon demand. Any such sum payable to School District under the Contract Documents shall be payable by cashier's check (or equivalent) on a bank located in Elbert County, Colorado.

**EPC SCHEDULE B
ENERGY PERFORMANCE CONTRACT DESCRIPTION OF WORK**

1. Executive Summary

i. Key Participants and Contact Information

Relevant contact information for Elizabeth School District, Schneider Electric, and the Colorado Energy Office is provided below:

Elizabeth School District

Contact	Bill Dallas Assistant Superintendent	Rebekah Brooks Business Manager	Mark Oeser Dir. of Maintenance
Phone Number	(303) 646-1836	(303) 646-1836	(303) 646-1836
Email	bdallas@esdk12.org	rbrooks@esdk12.org	moeser@esdk12.org

Schneider Electric

Contact	Will Benish Program Manager	Page Bleakley Project Development Mgr.	Kathleen Pratt Regional Sales Leader
Phone Number	(914) 514-0490	(214) 471-2364	(323) 203-6479
Email	will.benish@se.com	page.bleakley@se.com	kathleen.pratt@se.com

Colorado Energy Office

Contact	DeLynne Southern Technical Specialist	Arin Chakraverty Program Engineer	Charlie Stevens Program Engineer
Phone Number	(281) 961-3851	(315) 418-6579	(720) 333-0134
Email	delynne.southern@state.co.us	arin.chakraverty@state.co.us	charlie.stevens@state.co.us

ii. Summary of Facility Improvement Measures

The matrix below shows the Facility Improvement Measures (FIMs) included in the scope of work for the Political Subdivision.

Resource Efficiency Initiative Scope of Work	Elizabeth HS/Athletics	Elizabeth MS	Singing Hills ES	Running Creek ES	Bus Maintenance
Lighting					
LED Interior	■	■	■	■	■
LED Exterior (continued upgrades)	■	■	■	■	■
Lighting Controls (Vacancy/Occupancy Sensors)	■	■	■	■	■
Add Security Lighting to Upgrade Bus Barn					■
BAS/Automation					
Install Completely New Schneider Electric BAS System	■	■	■	■	
Implement energy-focused control sequences and setpoints	■	■	■	■	
Pneumatic to Electronic Upgrade			■	■	
Monitor Freezer/Cooler in BAS	■	■	■	■	
Envelope					
Envelope/air infiltration improvements	■		■	■	
Mechanical					
VFD's for 3 HVU Gym Units	■				
Rooftop Unit Replacement		■			
VFD's for Classroom Area AHU's			■	■	
Other					
Resource Advisor	■	■	■	■	■
Capital Asset Planning	■	■	■	■	■
Student Engagement	■	■	■	■	■
Ongoing Training and M&V	■	■	■	■	■

iii. Summary of Total Savings

The following table outlines the savings associated with the FIMs in the scope of work.

Facility Improvement Measures	Annual Savings (1st year guarantee)			
	Energy (kBTU)	Energy (\$)	O&M (\$)	Total 20 year savings (\$)
LED Lighting Upgrade	2,270,375	\$ 90,272	\$ 21,148	\$ 3,684,209
Building Envelope Sealing	1,581,747	\$ 12,026	\$ 796	\$ 423,972
Building Automation System Full Replacement	2,206,244	\$ 26,514	\$ 43,723	\$ 2,322,453
HVAC Upgrades/Replacements	347,456	\$ 7,283	\$ 12,916	\$ 667,899
Telecom Procurement	0	\$ -	\$ 18,432	\$ 609,472
Total	6,405,822	\$136,095	\$97,015	\$7,708,005

Notes: MMBTU = 1,000,000 British Thermal Units, kGal = 1,000 Gallons, O&M = Operations & Maintenance

iv. Summary of Project Financials

The following table outlines the project financials, including initial total project cost, potential interest rates (from recent projects or current industry rates), capital contributions (projected or identified), and financing term.

Financial Summary	
Total Project Cost	\$4,564,785
Interest Rate	4.14%
Capital Contributions	\$0
Financing Term	20 years

2. Building and Infrastructure Data

Political Subdivision Name: [Elizabeth School District](#)

The following table lists the buildings included in the Investment Grade Audit (IGA) and the Scope of Work.

Building Name & Address	Building Type	Building Age	Building Gross Square Feet ft ²
Elizabeth High School 34500 County Rd. 13, Elizabeth, CO 80107	High School	2000	139,000
Elizabeth Middle School 34427 County Rd. 13, Elizabeth, CO 80107	Middle School	1978	88,131
Running Creek Elementary School 900 S. Elbert St., Elizabeth, CO 80107	Elementary School	1989	60,000
Singing Hills Elementary School 41012 Madrid Dr., Parker, CO 80138	Elementary School	1997	53,000
Bus Barn 34291 County Rd. 13, Elizabeth, CO 80107	Bus Maintenance	-	6,800

3. Baseline Period Utility Consumption

A summary of the district’s utility meters for the sites under consideration can be found below. The data presented reflects the baseline utility rates and costs. The district has 17 meters amongst all 3 utility types – electricity, natural gas and water. All 3 water accounts that fall outside the scope of this project are excluded from the baseline utility calculations. Water usage and water reduction ECMs are not part of the project and will not be discussed or accounted for in this report.

Utility Baseline Summary - Per Site						
Site <i>Name</i>	Energy Baseline			Cost Baseline		
	Electric <i>kWh</i>	Natural Gas <i>Therm</i>	Total <i>MMBtu</i>	Electric <i>\$</i>	Natural Gas <i>\$</i>	Total <i>\$</i>
Elizabeth HS	1,307,310	3,992	11,241	\$157,788	\$49,468	\$207,257
Elizabeth MS	698,472	2,292	7,160	\$88,463	\$35,150	\$123,613
Running Creek ES	450,320	1,437	4,304	\$53,544	\$20,796	\$74,340
Singing Hills ES	457,846	1,729	3,827	\$58,273	\$17,355	\$75,628
Bus Barn	107,881	354	789	\$14,110	\$4,027	\$18,137
Total	3,021,829	9,804	27,322	\$372,178	\$126,797	\$498,975

Meter_ID	Site_ID	Utility_Full	Account_No	Meter_No
EHS_e01	EHS	Electricity (kWh, kW)	23096501	KZD86168971
EHS_e02	EHS	Electricity (kWh, kW)	23718900	TED85388754
EMS_e01	EMS	Electricity (kWh, kW)	75106311	KZD86168972
RCE_e01	RCE	Electricity (kWh, kW)	71000901	KZD86168974
SHE_e01	SHE	Electricity (kWh, kW)	21014200	KZD85001863
EHS_ng01	EHS	Natural Gas (Therm, Therm/hr)	6764 3990 44	NGM713610
EMS_ng01	EMS	Natural Gas (Therm, Therm/hr)	7488 3576 28	BHE367626
RCE_ng01	RCE	Natural Gas (Therm, Therm/hr)	6962 7029 18	NGM465043
SHE_ng01	SHE	Natural Gas (Therm, Therm/hr)	53 2386244 2	C110735
Bus_e01	BusBarn	Electricity (kWh, kW)	95462405	1ND86304940
Bus_e02	BusBarn	Electricity (kWh, kW)	24018000	1ND86304916
Bus_e03	BusBarn	Electricity (kWh, kW)	71225100	TED85388752
Bus_ng01	BusBarn	Natural Gas (Therm, Therm/hr)	5764874281	NGM681297

In the base year, the District spent **\$498,975** on electric and natural gas for facilities. This is based on invoices shared with Schneider Electric by utility provider CORE, Xcel Energy and Black Hills Energy.

Establishing a baseline energy consumption is the first step in developing an energy savings project, as it allows us to identify the magnitude of the savings opportunities and patterns of energy use. We use the baseline energy consumption to compare the existing energy use against energy benchmarks of buildings with similar characteristics. The aggregate summary of this baseline analysis for the facilities is shown below.

Elizabeth SD - Baseline

Month <i>mmm</i>	Electricity			Natural Gas		Total	
	Energy Use <i>kWh</i>	Energy Demand <i>kW</i>	Cost \$	Energy Use <i>Therm</i>	Cost \$	Energy Use <i>MMBtu</i>	Cost \$
Jan	255,502	759	\$7,253	23,341	\$16,961	3,206	\$47,410
Feb	242,882	752	\$6,896	25,622	\$18,593	3,391	\$48,047
Mar	259,910	768	\$6,818	20,112	\$14,803	2,898	\$45,598
Apr	245,495	818	\$5,995	16,335	\$12,116	2,471	\$42,686
May	236,615	860	\$6,407	6,761	\$5,291	1,484	\$35,897
Jun	188,289	749	\$6,155	874	\$1,124	730	\$26,598
Jul	204,059	732	\$4,468	2,266	\$2,163	923	\$28,429
Aug	290,516	975	\$5,698	1,512	\$1,586	1,143	\$37,968
Sept	303,530	956	\$6,682	2,118	\$2,002	1,248	\$38,762
Oct	288,019	878	\$6,241	16,327	\$12,120	2,616	\$46,402
Nov	259,413	798	\$6,859	23,300	\$17,093	3,215	\$48,366
Dec	247,600	759	\$7,272	31,513	\$22,945	3,996	\$52,812
Year	3,021,829	9,804	\$ 76,746	170,081	\$ 126,797	27,322	\$ 498,975

4. Scope of Work

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

Upgrade Interior Lighting to LED, Upgrade Exterior/Parking Lot Lighting to LED, Increase Exterior Lighting at Bus Barn, and Upgrade emergency egress lighting at 3 facilities

This scope will replace the following existing district lighting with new LED lighting as indicated (see detailed lighting fixture line by line info on the following pages):

General lighting scope of work:

- Retrofit the existing lighting to LED lighting at the 5 following campuses according to the provided scope of work:
 - Elizabeth High School
 - Elizabeth Junior High School
 - Bus Barn
 - Running Creek Elementary School
 - Singing Hills Elementary School
- Lens replacement is included, up to 100 damaged, cracked, or missing lenses
- Existing circuitry will be used
- The installed material includes a 5 year manufacturer warranty
- This work will be completed during second shift after school has been dismissed on a 4 day, 10 hour work week, Monday through Thursday.
- Pre and post measurements of foot-candles and circuitry amperage on a set number of fixtures and fixture types, per M&V requirements.
- Emergency Lighting
 - During the audit it was confirmed that the high school's emergency lighting is on a generator, so no emergency lighting is factored for the high school
 - The remainder of the existing battery-back up emergency lighting throughout the other buildings is unaccounted for and not included in this proposal.
 - New LED exit sign/frogeye combo fixtures and stand-alone frogeyes in hallways are included for the elementary schools and middle school (up to 80 combo exit signs and 40 EM lights)
- Lighting controls/sensors:
 - High school gym will include new LED downlights with integrated zone occupancy sensors
 - Classrooms will not receive controls or occ/vacancy sensors and will remain on manual switching, or existing controls, if already installed
 - Other spaces, such as hallways, closets, mechanical rooms, entries, cafeterias, gyms, auditoriums, etc. will have either occupancy or vacancy sensors installed

Schneider Electric will replace the existing lighting with the new lighting configuration shown in the tables below:

Campus	Room Name	Existing Fixture	Qty	Retrofit Fixture	Retrofit Controls
EHS	C117	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	C117	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EHS	C118	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	
EHS	C118	2x2T-4L-2'-F17T8-Total63W	4	(3) L9T8DE240-CG4	
EHS	C118A	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	
EHS	C116	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C119	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	
EHS	C119	2x2T-4L-2'-F17T8-Total63W	4	(3) L9T8DE240-CG4	
EHS	C111	2x4T-3L-4'-F32T8-Total89W	13	(3) L11.5 T8 DE 4 40-CG4	
EHS	C111	2x2T-3L-2'-F17T8-Total48W	2	(3) L9T8DE240-CG4	
EHS	CRed	2x4T-3L-4'-F32T8-Total89W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C108	2x4T-3L-4'-F32T8-Total89W	8	(3) L11.5 T8 DE 4 40-CG4	
EHS	C108B Womens Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C110 Storage	2x4T-3L-4'-F32T8-Total89W	3	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C108A Mens Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C120 Boys Restroom	1x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	C121 Girls Restroom	1x4T-2L-4'-F32T8-Total60W	11	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EHS	Display case lighting	4'-S-1L-4'-F32T8-Total30W	8	L11.5 T8 DE 4 40-CG4	
EHS	C115	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C114	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	C114	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EHS	C113	2x4T-3L-4'-F32T8-Total89W	11	(3) L11.5 T8 DE 4 40-CG4	
EHS	C113	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C112	2x4T-3L-4'-F32T8-Total89W	11	(3) L11.5 T8 DE 4 40-CG4	
EHS	C112	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C109	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C107 custodial	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C106	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	C106A	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EHS	C105 Storage	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C103	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	C104	2x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	
EHS	C104	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	

EHS	C104A Conference	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C104B Restroom	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-7 Health	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	O-7 Health	1x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EHS	O-7B Restroom	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-7A	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C102	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C102	2x4T-3L-4'-F32T8-Total89W	15	(3) L11.5 T8 DE 4 40-CG4	
EHS	C102A	2x2T-4L-2'-F17T8-Total63W	4	(3) L9T8DE240-CG4	SWX 123 WH
EHS	O-5 Counseling Office	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	O-5 Counseling Office	2x2T-3L-2'-F17T8-Total48W	3	(3) L9T8DE240-CG4	LINE ABOVE
EHS	O-4 Workroom	2x4T-3L-4'-F32T8-Total89W	6	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC & (1) SWX 221-B & (1) SWX-950
EHS	O-4A Mens	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-4B Womens	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-6 Registration	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-6 Registration	8"RC-2L-HPL-CFL-26W-Total49W	2	RCF832WCSDW	LINE ABOVE
EHS	O-8 Storage	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-9 Counselor	2x2T-3L-2'-F17T8-Total48W	4	(3) L9T8DE240-CG4	SWX 123 WH
EHS	O-10 Counseling	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-11 Counseling	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-16 counseling	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-17 conference	2x4T-3L-4'-F32T8-Total89W	6	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	O-13 AP	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-14 AP	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-15 Principal reception	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Principals office	6"RC-1L-Screw-In-HAL-75W-Total75W	6	RCF610WCSDW	(1) SWX-122-WH & (1) SWX-831-SC
EHS	O-12 Office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	O-2 Attendance	2x2T-3L-2'-F17T8-Total48W	4	(3) L9T8DE240-CG4	SWX 123 WH
EHS	O-3 Business	2x2T-3L-2'-F17T8-Total48W	4	(3) L9T8DE240-CG4	SWX 123 WH
EHS	C101	2x4T-3L-4'-F32T8-Total89W	15	(3) L11.5 T8 DE 4 40-CG4	
EHS	C101	2x2T-3L-2'-F17T8-Total48W	2	(3) L9T8DE240-CG4	
EHS	C101A Office	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C101B Fabrication Shop	2x4T-4L-4'-F32T8-Total119W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C101C Storage	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH

EHS	C100 Elevator Equipment Rm	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Hallway Classroom	2x4T-3L-4'-F32T8-Total89W	45	(3) L11.5 T8 DE 4 40-CG4	
EHS	Hallway Classroom	8"RC-2L-HPL-CFL-26W-Total49W	4	RCF832WCSDW	
EHS	Hallway Classroom	4'-S-1L-4'-F32T8-Total30W	4	L11.5 T8 DE 4 40-CG4	
EHS	Hallway Classroom	Wall Sconce 2Bulb	16	(2) 6 PL GX23 CS	
EHS	C217	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	C217	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EHS	C218	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	
EHS	C218	2x2T-4L-2'-F17T8-Total63W	4	(3) L9T8DE240-CG4	
EHS	C218A	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	
EHS	C216	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C219	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	
EHS	C219	2x2T-4L-2'-F17T8-Total63W	4	(3) L9T8DE240-CG4	
EHS	C211	2x4T-3L-4'-F32T8-Total89W	13	(3) L11.5 T8 DE 4 40-CG4	
EHS	C211	2x2T-3L-2'-F17T8-Total48W	2	(3) L9T8DE240-CG4	
EHS	CBlue Conference	2x4T-3L-4'-F32T8-Total89W	3	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C208	2x4T-3L-4'-F32T8-Total89W	8	(3) L11.5 T8 DE 4 40-CG4	
EHS	C208A Mens Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C210 Storage	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	C208B Womens Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C219	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	
EHS	C219	2x2T-4L-2'-F17T8-Total63W	4	(3) L9T8DE240-CG4	
EHS	C321 Boys	1x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	C230 Girls restroom	1x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	C308 Workroom	2x4T-3L-4'-F32T8-Total89W	8	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	C308 Workroom	8'-S-4L-4'-F32T8-Total119W	1	(4) L11.5 T8 DE 4 40-CG4	LINE ABOVE
EHS	C308A Womens Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C308B Mens Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C310	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C319	2x4T-3L-4'-F32T8-Total89W	16	(3) L11.5 T8 DE 4 40-CG4	
EHS	C318A	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	
EHS	CGreen Conference	2x4T-3L-4'-F32T8-Total89W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C311	2x4T-3L-4'-F32T8-Total89W	13	(3) L11.5 T8 DE 4 40-CG4	
EHS	C318	2x4T-3L-4'-F32T8-Total89W	15	(3) L11.5 T8 DE 4 40-CG4	
EHS	C316	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	

EHS	C317	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EHS	C315	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C314	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	C314	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EHS	C313	2x4T-3L-4'-F32T8-Total89W	11	(3) L11.5 T8 DE 4 40-CG4	
EHS	C313	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C312	2x4T-3L-4'-F32T8-Total89W	11	(3) L11.5 T8 DE 4 40-CG4	
EHS	C312	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C310A	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C309	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C209A	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C209	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C210A Custodial	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C212	2x4T-3L-4'-F32T8-Total89W	11	(3) L11.5 T8 DE 4 40-CG4	
EHS	C212	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C213	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	C213	2x4T-3L-4'-F32T8-Total89W	11	(3) L11.5 T8 DE 4 40-CG4	
EHS	C214	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	C214	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EHS	C215	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	C305 Electrical	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EHS	C207 learning center	2x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C207 learning center	2x4T-3L-4'-F32T8-Total89W	6	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C207 learning center	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	SWX 123 WH
EHS	C206	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C303	2x4T-3L-4'-F32T8-Total89W	10	(3) L11.5 T8 DE 4 40-CG4	
EHS	C303	2x2T-3L-2'-F17T8-Total48W	1	(3) L9T8DE240-CG4	
EHS	C302 Art	2x4T-3L-4'-F32T8-Total89W	14	(3) L11.5 T8 DE 4 40-CG4	
EHS	C302 Art	6"RC-1L-Screw-In-HAL-75W-Total75W	8	RCF610WCSDW	
EHS	C301B	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EHS	C301C	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C301 Art	2x4T-3L-4'-F32T8-Total89W	15	(3) L11.5 T8 DE 4 40-CG4	
EHS	C301A	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	
EHS	Upstairs Hallway Classroom	2x4T-3L-4'-F32T8-Total89W	68	(3) L11.5 T8 DE 4 40-CG4	
EHS	Upstairs Hallway Classroom	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	

EHS	Upstairs Hallway Classroom	8"RC-2L-HPL-CFL-26W-Total49W	23	RCF832WCSDW	
EHS	Upstairs Hallway Classroom	TR-1L-PAR20-HAL-60W-Total60W	22	PAR20-7-930-40D-DIM	
EHS	Upstairs Hallway Classroom	4'-S-1L-4'-F32T8-Total30W	6	L11.5 T8 DE 4 40-CG4	
EHS	Display Case Lighting	4'-S-1L-4'-F32T8-Total30W	2	L11.5 T8 DE 4 40-CG4	
EHS	Display Case Lighting	3'-S-1L-3'-F25T8-Total24W	5	L12T8DE340-CG4	
EHS	Media Center	2x4T-3L-4'-F32T8-Total89W	24	(3) L11.5 T8 DE 4 40-CG4	
EHS	Media Center	2x2T-3L-2'-F17T8-Total48W	6	(3) L9T8DE240-CG4	
EHS	Media Center	4'-DID-3L-4'-F32T8-Total117W	18	(3) L11.5 T8 DE 4 40-CG4	
EHS	Media Center	175W Metal Halide 4 Lamp	1	(4) LED-8024M345-G7-FW	
EHS	Media Center	FC-WP-1L-HID-HPS-175W-Total210W	8	WPC 40 U T4 WCS WHITE CR	
EHS	C205	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C204	2x4T-3L-4'-F32T8-Total89W	5	(3) L11.5 T8 DE 4 40-CG4	
EHS	C204	2x2T-3L-2'-F17T8-Total48W	1	(3) L9T8DE240-CG4	
EHS	C204A	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C204B	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C204C utility	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C203 office	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	C201 Office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	C202 Office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Main Entrance	12 inch can light 60w LED downlight	6	ALREADY LED	
EHS	Main Entrance	8"RC-2L-HPL-CFL-26W-Total49W	7	RCF832WCSDW	
EHS	Main Entrance	Wall Sconce 2Bulb	4	(2) 6 PL GX23 CS	
EHS	Main Entrance	400w chandelier	2	LED-8024M345-G7-FW	
EHS	Main Entrance	2x2T-4L-2'-F17T8-Total63W	3	(3) L9T8DE240-CG4	
EHS	Display lighting	4'-S-1L-4'-F32T8-Total30W	4	L11.5 T8 DE 4 40-CG4	
EHS	Cafetorium	2x2T-4L-2'-F17T8-Total63W	16	(3) L9T8DE240-CG4	
EHS	Cafetorium	2x2T-3L-22"x1.625"-F32T8/UTF-Total90W	19	(3) KT-LED15T8-U1G-840-D	
EHS	Cafetorium	2x2T-3L-22"x1.625"-F32T8/UTF-Total90W LED	16	(3) KT-LED15T8-U1G-840-D	
EHS	Cafetorium	250W 8"RC-1L-HID-CMH-250W-Total295W	45	LRXR840830PH	
EHS	Cafetorium	4'-S-1L-4'-F32T8-Total30W	6	L11.5 T8 DE 4 40-CG4	
EHS	B100A Storage	2x4T-2L-4'-F32T8-Total60W	5	(2) L11.5 T8 DE 4 40-CG4	
EHS	B100C Theatre	8'-IND-3L-8'-F110T12/HO-Total306W	3	KT-LED21T8-96P1S-840-D /G2	
EHS	Stage Fluorescent	8'-IND-3L-8'-F59T8-Total164W	9	KT-LED21T8-96P1S-840-D /G2	
EHS	Paint and Build For Theatre	8'-IND-3L-8'-F59T8-Total164W	6	KT-LED21T8-96P1S-840-D /G2	

EHS	B100D Control Room	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	B100D Control Room	TR-1L-PAR20-HAL-50W-Total50W	4	PAR20-7-930-40D-DIM	
EHS	B112 Kitchen	2x2T-4L-2'-F17T8-Total63W	2	(3) L9T8DE240-CG4	
EHS	B112 Kitchen	2x4T-4L-4'-F32T8-Total119W	21	(3) L11.5 T8 DE 4 40-CG4	
EHS	Freezer #1	10w LED screw in	2	ALREADY LED	
EHS	Freezer #2	10w LED screw in	1	ALREADY LED	
EHS	B112D Office	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B112A Laundry	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B112B Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B112C Dry Food	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Hood Lights	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EHS	B112 Kitchen	8"RC-2L-HPL-CFL-13W-Total25W	6	RCF814WCSDW	
EHS	B111 Student Store	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B113 Custodial	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B110 Concessions	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B110 Concessions	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	SWX 123 WH
EHS	B110 Concessions	8"RC-2L-HPL-CFL-13W-Total25W	3	RCF814WCSDW	SWX 123 WH
EHS	B100 Commons Hallway	2x4T-4L-4'-F32T8-Total119W	5	(3) L11.5 T8 DE 4 40-CG4	
EHS	B100 Commons Hallway	2x2T-4L-2'-F17T8-Total63W	2	(3) L9T8DE240-CG4	
EHS	Second Entrance	12 inch can light 60w LED downlight	10	ALREADY LED	
EHS	Second Entrance	2x2T-3L-2'-F17T8-Total48W	2	(3) L9T8DE240-CG4	
EHS	Display Case Lighting	4'-S-1L-4'-F32T8-Total30W	12	L11.5 T8 DE 4 40-CG4	
EHS	B109 IDF	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B103	2x4T-3L-4'-F32T8-Total89W	7	(3) L11.5 T8 DE 4 40-CG4	
EHS	B103	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	
EHS	B103A	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B103B Restroom	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Mech Room	4'-AW-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EHS	B104	2x4T-3L-4'-F32T8-Total89W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	B104	2x2T-4L-2'-F17T8-Total63W	2	(3) L9T8DE240-CG4	
EHS	B104A Office	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	B104B Practice Hall	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	Practice Room C	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Practice Room B	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Storage	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH

EHS	B106 Hallway	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EHS	B107D Boys Dressing Room	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	B107D Boys Dressing Room	A15-INC-40W	30	A19-10-E26-830-DIM	(1) SWX-122-WH & (1) SWX-831-SC
EHS	B107E Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B107A Girls Dressing Room	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	B107A Girls Dressing Room	A15-INC-40W	30	A19-10-E26-830-DIM	
EHS	B107B Girls Restroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B107C Office	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B108	2x4T-3L-4'-F32T8-Total89W	25	(3) L11.5 T8 DE 4 40-CG4	
EHS	Practice Room A	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	Lockers	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B108A Storage	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	B107	2x4T-3L-4'-F32T8-Total89W	9	(3) L11.5 T8 DE 4 40-CG4	
EHS	B107	TR-1L-PAR38-HAL-90W-Total90W	5	PAR38-12-930-40D-DIM	
EHS	Gym Hallway	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	
EHS	A101 Boys Restroom	1x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	A102 Girls Restroom	1x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EHS	Gym	HB-1L-LED-150W-Total150W	58	ABV4 0 24 48 WD NA 42 B WHITE	
EHS	Gym	4'-AW-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	
EHS	A100B Storage	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	
EHS	Back Gym Entrance	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EHS	Back Sports Hallway	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EHS	Back Sports Hallway	2x4T-3L-4'-F32T8-Total89W	9	(3) L11.5 T8 DE 4 40-CG4	
EHS	A113 Custodial	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	A111	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EHS	A110A changing Room	2x4T-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	A110A changing Room	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EHS	A110 Office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	A108 Training	2x4T-3L-4'-F32T8-Total89W	6	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	A112 Locker Room	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(4) SWX-221-B & (2) SWX-950
EHS	A112 Locker Room	2x4T-4L-4'-F32T8-Total119W	12	(3) L11.5 T8 DE 4 40-CG4	(4) SWX-221-B & (2) SWX-950
EHS	Locker Room Restroom	1x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	Second half of locker room	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950

EHS	Second half of locker room	2x4T-4L-4'-F32T8-Total119W	8	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	A114Weight Room	2x4T-4L-4'-F32T8-Total119W	23	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	A114Weight Room	2x2T-4L-2'-F17T8-Total63W	1	(3) L9T8DE240-CG4	LINE ABOVE
EHS	A107 Storage	2x4T-3L-4'-F32T8-Total89W	9	(3) L11.5 T8 DE 4 40-CG4	
EHS	A105 Girls Athletic Office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	A103A Changing Room	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	A103A Changing Room	2x4T-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
EHS	A103 Office	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EHS	A106 Girls Locker Room	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	A106 Girls Locker Room	2x4T-4L-4'-F32T8-Total119W	7	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	A104A restrooms/showers	1x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	Girls second half locker room	2x4T-4L-4'-F32T8-Total119W	8	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	Girls second half locker room	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	LINE ABOVE
EHS	Hallway behind stage	2x4T-3L-4'-F32T8-Total89W	17	(3) L11.5 T8 DE 4 40-CG4	
EHS	B101 Boys Restroom	1x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	Hallway behind stage	8"RC-2L-HPL-CFL-26W-Total49W	2	RCF832WCSDW	
EHS	B102 Girls Restroom	1x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EHS	Press Box	1x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	
EHS	Electrical Room	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	
EHS	Exterior Lighting	SB-AR-1L-HID-MH-400W-Total453W	34	M 200 U 3M CS GRAY A CR PRC (PCTL-UNV)	
EHS	Exterior Lighting	Decorative Pole light LED 80w corn cob	21	ALREADY LED	
EHS	Exterior Lighting	FC-WP-1L-HID-CMH-50W-Total58W	13	WPC 15 U T4 WCS B PC	
EHS	Exterior Lighting	LED Shoe box broze	2	ALREADY LED	
EHS	Exterior Lighting	FT-WP-1L-HID-CMH-70W-Total82W	3	WPC 15 U T4 WCS B PC	
EHS	Exterior Lighting	FC-WP-1L-HID-MH-400W-Total464W	10	ALREADY LED	
EHS	Exterior Lighting	FL-1L-HID-MH-70W-Total82W	4	WPC 15 U T4 WCS B PC	
EHS	Exterior Lighting	FC-WP-1L-HID-CMH-50W-Total58W	5	WPC 15 U T4 WCS B PC	
EHS	Maintenance garage	4'-AW-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EHS	Nursing Modular	2x4T-1L-INT-LED-30W-Total30W	16	ALREADY LED	
EHS	Nursing Modular	Led wall pack 30w	2	ALREADY LED	
EHS	Automotive Modular	2x4T-4L-4'-F32T8-Total119W	12	(3) L11.5 T8 DE 4 40-CG4	
EHS	Automotive Modular	PC-WP-1L-VPL-CFL-13W-Total13W	2	SECS 15 U D W CS B PC	
EHS	Football Shed	FC-WP-1L-HID-CMH-50W-Total58W	1	WPC 15 U T4 WCS B PC	

EHS	Football Shed	4'-AW-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EHS	Football Shed #2	A19-INC-60W	1	A19-10-E26-840-DIM	
EHS	Baseball Press Box	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EHS	Baseball Press Box	500w quartz	1	WPC100UT4-WCSBPCCR	
EMS	401	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	402	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	403	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Faculty Womens Restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EMS	404	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	405	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	506	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	505	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Maintenance	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Electrical Room	8'-S-4L-4'-F32T8-Total119W	1	(4) L11.5 T8 DE 4 40-CG4	
EMS	Faculty Mens Restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	504	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	File cabinet room	4'-S-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Wood shop	4'-IND-3L-4'-F34T12-Total95W	4	(3) L11.5 T8 DE 4 40-CG4	
EMS	Wood shop storage/kiln room	4'-AW-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EMS	Wood shop storage/kiln room	4'-S-1L-4'-F32T8-Total30W	3	L11.5 T8 DE 4 40-CG4	
EMS	Work bench shop	4'-IND-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	
EMS	Storage	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	
EMS	502	4'-IND-3L-4'-F34T12-Total95W	8	(3) L11.5 T8 DE 4 40-CG4	
EMS	502	4'-AW-2L-4'-F34T12-Total63W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	502	4'-W-4L-4'-F34T12-Total136W	2	(3) L11.5 T8 DE 4 40-CG4	
EMS	Storage	4'-S-1L-4'-F34T12-Total32W	2	L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	503	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	503	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Janitor closet	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
EMS	501	1x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EMS	501	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Workroom	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	
EMS	Main Electrical	4'-S-1L-4'-F32T8-Total30W	3	L11.5 T8 DE 4 40-CG4	
EMS	C500 Corridor	1x4T-2L-4'-F32T8-Total60W	10	(2) L11.5 T8 DE 4 40-CG4	

EMS	C500 Corridor	2x4T-4L-4'-F32T8-Total119W	3	(3) L11.5 T8 DE 4 40-CG4	
EMS	C500 Corridor	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EMS	C450 & C400 Corridor	2x4T-4L-4'-F32T8-Total119W	4	(3) L11.5 T8 DE 4 40-CG4	
EMS	C450 & C400 Corridor	2x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	
EMS	Small gym Hallway	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EMS	Boys Restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Girls Restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Gym	4'-LHB-6L-4'-F32T8-Total178W	32	L18.5T8DE 4 40-CG	(32) SWX-5 0 1 HL BLANK
EMS	Wrestling Room	4'-LHB-6L-4'-F32T8-Total178W	6	L18.5T8DE 4 40-CG	(6) SWX-5 0 1 HL BLANK
EMS	Stairwell-wrestling room	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	
EMS	Storage under wrestling room	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	
EMS	Storage under wrestling room	4'-AW-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	Health Classroom	2x4T-3L-4'-F32T8-Total89W	20	(3) L11.5 T8 DE 4 40-CG4	
EMS	Boys locker room	4'-VT-2L-4'-F32T8-Total60W	16	(2) L11.5 T8 DE 4 40-CG4	(3) SWX 221-B & (2) SWX-950
EMS	Coaches office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Restroom	4'-VT-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Girls locker room	4'-VT-2L-4'-F32T8-Total60W	16	(2) L11.5 T8 DE 4 40-CG4	(3) SWX 221-B & (2) SWX-950
EMS	Coaches office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Restroom	4'-VT-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Boys locker room	4'-AW-2L-4'-F32T8-Total60W	10	(2) L11.5 T8 DE 4 40-CG4	(3) SWX 221-B & (2) SWX-950
EMS	Offoce	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Restroom	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Girls locker room	4'-AW-2L-4'-F32T8-Total60W	10	(2) L11.5 T8 DE 4 40-CG4	(3) SWX 221-B & (2) SWX-950
EMS	Office	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Restroom	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	603	2x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	Restroom	2x4T-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Concessions	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	C600E Corridor	2x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	
EMS	Tool Storage	4'-S-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Custodial office	4'-S-1L-4'-F32T8-Total30W	2	L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Custodial office	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	600N Corridor	1x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	600N Corridor	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	600N Corridor	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	

EMS	600N Corridor	2x4T-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	619 Library	2x4T-2L-4'-F32T8-Total60W	17	(2) L11.5 T8 DE 4 40-CG4	
EMS	619 Library	2x4T-3L-4'-F32T8-Total89W	4	(3) L11.5 T8 DE 4 40-CG4	
EMS	619 Library	4'-DID-1L-4'-F32T8-Total30W	20	L11.5 T8 DE 4 40-CG4	
EMS	619 Library	SC-DEC-1L-A19-INC-60W-Total60W	6	A19-10-E26-840-DIM	
EMS	Office	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Large office	2x4T-2L-4'-F32T8-Total60W	10	(2) L11.5 T8 DE 4 40-CG4	
EMS	Book storage	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	
EMS	Corner storage	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EMS	Office	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Kitchen Storage	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
EMS	Kitchen	4'-VT-2L-4'-F32T8-Total60W	16	(2) L11.5 T8 DE 4 40-CG4	
EMS	Kitchen	2x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	
EMS	Kitchen	1x3 recessed 2 lamp troffer hoods	4	(2) L12T8DE340-CG4	
EMS	Food Storage	4'-AW-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	
EMS	Dish storage	4'-S-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Laindry	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
EMS	Restroom	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Cafeteria	2x4T-2L-4'-F32T8-Total60W	44	(2) L11.5 T8 DE 4 40-CG4	
EMS	Staff lounge	2x4T-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	It	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Sink room	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Kitchen	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Copy room	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	109	2x4T-2L-4'-F32T8-Total60W	13	(2) L11.5 T8 DE 4 40-CG4	
EMS	Storage	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Office	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Chair storage	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
EMS	Piano room	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
EMS	Girls Restroom	4'-AW-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EMS	Electrical Room	4'-S-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Boys Restroom	4'-AW-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EMS	C100 Corridor All	2x4T-2L-4'-F32T8-Total60W	15	(2) L11.5 T8 DE 4 40-CG4	
EMS	C100 Corridor All	2x4T-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	101	2x4T-2L-4'-F32T8-Total60W	15	(2) L11.5 T8 DE 4 40-CG4	

EMS	Records room	2x2T-2L-2'-F17T8-Total32W	2	(2) L9T8DE240-CG4	
EMS	Records room	4'-AW-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EMS	Storage	2x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	102	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EMS	103	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	104	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	105	2x4T-2L-4'-F32T8-Total60W	12	(2) L11.5 T8 DE 4 40-CG4	
EMS	106	2x4T-2L-4'-F32T8-Total60W	15	(2) L11.5 T8 DE 4 40-CG4	
EMS	107	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	108	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Cafeteria Hallway	2x4T-2L-4'-F32T8-Total60W	10	(2) L11.5 T8 DE 4 40-CG4	
EMS	Cafeteria Hallway	6"RC-1L-Screw-In-CFL-18W-Total17W	12	RCF610WCSDW	
EMS	Cafeteria Hallway	1x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	
EMS	Cafeteria Hallway	2x4T-4L-4'-F32T8-Total119W	2	(3) L11.5 T8 DE 4 40-CG4	
EMS	C300 Corridor	2x4T-2L-4'-F32T8-Total60W	5	(2) L11.5 T8 DE 4 40-CG4	
EMS	C300 Corridor	2x4T-4L-4'-F32T8-Total119W	3	(3) L11.5 T8 DE 4 40-CG4	
EMS	C300 Corridor	1x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	318	1x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EMS	318	2x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	307	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	307	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Custodial	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
EMS	305	1x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EMS	305	2x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	303	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	302	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	301	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Faculty Womens Restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EMS	304 Counseling	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Paxton	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Budroe	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	No name office	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Faculty mens restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EMS	306	1x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EMS	306A	1x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	

EMS	306A	2x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	306B	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	306B	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	
EMS	Admin Area	2x4T-2L-4'-F32T8-Total60W	17	(2) L11.5 T8 DE 4 40-CG4	
EMS	Admin Area	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	Principal	2x4T-2L-4'-F32T8-Total60W	4	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Assistant Principal	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Detention 1	2'-AW-2L-2'-F17T8-Total32W	1	(2) L9T8DE240-CG4	
EMS	Cabinet room	2'-AW-2L-2'-F17T8-Total32W	1	(2) L9T8DE240-CG4	
EMS	Detention 2	2'-AW-2L-2'-F17T8-Total32W	1	(2) L9T8DE240-CG4	
EMS	Work room	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Conference Room	2x4T-2L-4'-F32T8-Total60W	3	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Kitchen	1x4T-2L-4'-F32T8-Total60W	5	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Restroom	2'-AW-2L-2'-F17T8-Total32W	1	(2) L9T8DE240-CG4	SWX 123 WH
EMS	Health	1x4T-2L-4'-F32T8-Total60W	5	(2) L11.5 T8 DE 4 40-CG4	
EMS	Restroom	2'-AW-2L-2'-F17T8-Total32W	1	(2) L9T8DE240-CG4	SWX 123 WH
EMS	C200 Corridor	1x4T-2L-4'-F32T8-Total60W	17	(2) L11.5 T8 DE 4 40-CG4	
EMS	C200 Corridor	2x4T-4L-4'-F32T8-Total119W	2	(3) L11.5 T8 DE 4 40-CG4	
EMS	C200 Corridor	2x4T-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	
EMS	206	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	207	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	207	1x4T-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	205	1x4T-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	
EMS	205	2x4T-2L-4'-F32T8-Total60W	5	(2) L11.5 T8 DE 4 40-CG4	
EMS	204	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	203	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	202	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	201	2x4T-2L-4'-F32T8-Total60W	9	(2) L11.5 T8 DE 4 40-CG4	
EMS	Faculty Womens Restroom	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
EMS	C210 Corridor	2x2T-2L-2'-F17T8-Total32W	18	(2) L9T8DE240-CG4	
EMS	C210 Corridor	Par 20 LED Screw in track fixture 12w	24	ALREADY LED	
EMS	C210 Corridor	2x4T-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	C210 Corridor	2x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	
EMS	Electrical Room	4'-S-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Band	2x4T-3L-4'-F32T8-Total89W	15	(3) L11.5 T8 DE 4 40-CG4	

EMS	Double Door Room	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Instrument Room	2x4T-3L-4'-F32T8-Total89W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Office	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Mens Restroom	4'-AW-2L-4'-F32T8-Total60W	7	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EMS	Janitors closet	4'-S-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Womens Restroom	4'-AW-2L-4'-F32T8-Total60W	6	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
EMS	Auditorium	Unsure but most likely a 300W par56 flood in an 8â€¢ can	61	LRXR840830PH (GRRX8R10PTWT)	
EMS	Back Stage Work Room	2x4T-3L-4'-F32T8-Total89W	10	(3) L11.5 T8 DE 4 40-CG4	
EMS	Guys Dressing Room	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	Guys Dressing Room	G40-INC-60W	30	G40-9-E26-930-F-C	
EMS	Restroom	2x2T-2L-2'-F17T8-Total32W	1	(2) L9T8DE240-CG4	SWX 123 WH
EMS	Girls Dressing Room	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	
EMS	Girls Dressing Room	G40-INC-60W	30	G40-9-E26-930-F-C	
EMS	Restroom	4'-AW-2L-4'-F32T8-Total60W	1	(2) L11.5 T8 DE 4 40-CG4	
EMS	Back Stage	2x4T-3L-4'-F32T8-Total89W	5	(3) L11.5 T8 DE 4 40-CG4	
EMS	Back Stage	2x2T-2L-2'-F17T8-Total32W	6	(2) L9T8DE240-CG4	
EMS	On Stage	4'-IND-3L-4'-F32T8-Total117W	9	(3) L11.5 T8 DE 4 40-CG4	
EMS	Drama Office	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Control Room	2x4T-3L-4'-F32T8-Total89W	3	(3) L11.5 T8 DE 4 40-CG4	
EMS	Control Room	6"RC-1L-Screw-In-CFL-11W-Total11W	3	RCF610WCSDW	
EMS	Modular Building Storage #1	2x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Modular Building Storage #2	2x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Modular Building #4	2x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Modular Building #3 Storage	2x4T-2L-4'-F32T8-Total60W	8	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
EMS	Press Box	4'-AW-2L-4'-F32T8-Total60W	2	(2) L11.5 T8 DE 4 40-CG4	
EMS	Garage storage	A19-INC-60W	3	A19-10-E26-840-DIM	
EMS	Garage storage	SL-1L-HID-CMH-150W-Total174W	1	WPC 15 U T4 WCS B PC	
EMS	Exterior	2 lamp T5 fluorescent 2â€¢™ HO with PC	13	L13T5DE240-CG	
EMS	Exterior	PC-WP-2L-HPL-CFL-13W-Total25W	2	SECS 15 U D W CS B PC	
EMS	Exterior	RD-AR-1L-HID-MH-175W-Total203W	2	LED-FXSECS38/40K	
EMS	Exterior	A19-INC-60W	4	A19-10-E26-840-DIM	
EMS	Exterior	DR-2L-Spiral-CFL-13W-Total25W	8	LED12FMD-96L9CCT5	
EMS	Exterior	6"RC-1L-Screw-In-HAL-75W-Total75W	2	RCF610WCSDW	
EMS	Exterior	LED Shoe box broze	3	ALREADY LED	

EMS	Interior	Exit Sign	30	EXC-GW	
EMS	Interior	N/A	15	EML-2HW	
Bus Barn	Break Room	4'-W-4L-4'-F40T12-Total160W	7	(3) L11.5 T8 DE 4 40-CG4	
Bus Barn	Office 1	4'-AW-2L-4'-TLED-18W-Total36W	1	ALREADY LED	SWX 123 WH
Bus Barn	Office 1	10w LED screw in	2	ALREADY LED	SWX 123 WH
Bus Barn	Office 2	4'-AW-4L-4'-F32T8-Total119W	1	(3) L11.5 T8 DE 4 40-CG4	
Bus Barn	Break Room	4'-AW-4L-4'-F32T8-Total119W	3	(3) L11.5 T8 DE 4 40-CG4	
Bus Barn	Office 3	4'-AW-2L-4'-TLED-18W-Total36W	1	ALREADY LED	SWX 123 WH
Bus Barn	Office 3	10w LED screw in	2	ALREADY LED	SWX 123 WH
Bus Barn	Restroom	10w LED screw in	1	ALREADY LED	(1) SWX-122-WH & (1) SWX-831-SC
Bus Barn	Warehouse	8'-S-2L-4'-TLED-18W-Total36W	19	ALREADY LED	
Bus Barn	Storage	8'-S-2L-4'-TLED-18W-Total36W	9	ALREADY LED	(1) SWX-122-WH & (1) SWX-831-SC
Bus Barn	Storage office	4'-AW-4L-4'-F32T8-Total119W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
Bus Barn	Office	2x4T-3L-4'-F32T8-Total89W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
Bus Barn	Office	2x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
Bus Barn	Restroom	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
Bus Barn	Upstairs	8'-S-2L-4'-TLED-18W-Total36W	1	ALREADY LED	
Bus Barn	Upstairs	A19-INC-60W	2	A19-10-E26-840-DIM	
Bus Barn	Exterior	Led wall pack 30w	5	ALREADY LED	
Bus Barn	Exterior	500w quartz	1	WPC100UT4-WCSBPCCR	
Bus Barn	Exterior	SB-AR-1L-HID-CMH-250W-Total290W	2	M100U4W-CSBACR RPC (PCTL-UNV)	
Bus Barn	Exterior	RD-AR-1L-HID-MH-175W-Total203W	1	LED-FXSECS38/40K	
Bus Barn	Exterior	NOTHING	2	M150U3G-CSBTCRRPC	
Bus Barn	Interior	Exit Sign	10	EXC-GW	
Bus Barn	Interior	N/A	5	EML-2HW	
RCES	Room 17	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 17	2x2T-2L-22"x6"-F34T12/UTF-Total63W	2	(2) U 15.5 T8 SE 2 40	
RCES	Room 16	2x2T-2L-22"x6"-F34T12/UTF-Total63W	1	(2) U 15.5 T8 SE 2 40	
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 16	2x4T-4L-4'-F34T12-Total126W	11	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 15	2x4T-4L-4'-F34T12-Total126W	11	(3) L11.5 T8 DE 4 40-CG4	
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH

RCES	Storage laundry	2x4T-3L-4'-F34T12-Total95W	7	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 14	2x4T-4L-4'-F34T12-Total126W	11	(3) L11.5 T8 DE 4 40-CG4	
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Art	2x4T-4L-4'-F34T12-Total126W	12	(3) L11.5 T8 DE 4 40-CG4	
RCES	Music	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 12	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Girls Restroom	4'-AW-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Janitor	10w LED screw in	1	ALREADY LED	SWX 123 WH
RCES	Room hove janitor closet	4'-S-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	
RCES	Boys Restroom s	4'-AW-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Room 36	2x4T-3L-4'-F34T12-Total95W	9	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 32	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 11	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 10	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 9	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 8	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 7	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 6	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 5	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 4	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 3	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Counselor	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Electrical Room	4'-S-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Girls Restroom	4'-AW-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Boys Restroom	4'-AW-2L-4'-F34T12-Total63W	5	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Janitor	Spiral-CFL-13W	1	A19-10-E26-840-DIM	SWX 123 WH
RCES	Upstairs Above Janitor closet	4'-S-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	
RCES	Library	2x4T-3L-4'-F34T12-Total95W	35	(3) L11.5 T8 DE 4 40-CG4	
RCES	Mrs. Kaiser	4'-S-2L-4'-F34T12-Total63W	5	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Mrs. Slade	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Work room	2x4T-3L-4'-F34T12-Total95W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Storage	2x4T-3L-4'-F34T12-Total95W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Resource	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 19	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	

RCES	Room 20	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 21	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 22	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 41	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 40	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	
RCES	Padded Room	2x4T-3L-4'-F34T12-Total95W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Special Services	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Copy room	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 23	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 38	2x4T-3L-4'-F34T12-Total95W	8	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room next to 37	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 31	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 31	6"RC-1L-Screw-In-HAL-75W-Total75W	1	RCF610WCSDW	
RCES	Boys Restroom	4'-AW-2L-4'-F34T12-Total63W	5	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Girls Restroom	4'-AW-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
RCES	Janitor	A19-INC-60W	1	A19-10-E26-840-DIM	SWX 123 WH
RCES	Above janitor closet	4'-S-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	
RCES	Room 24	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 25	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 26	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Staff Lounge	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Closet	6"RC-1L-Screw-In-HAL-75W-Total75W	1	RCF610WCSDW	SWX 123 WH
RCES	Cafeteria	2x4T-4L-4'-F34T12-Total126W	20	(3) L11.5 T8 DE 4 40-CG4	
RCES	Storage	4'-S-2L-4'-F34T12-Total63W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Room 27	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 28	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 29	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Room 30	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
RCES	Kitchen	2x4T-3L-4'-F34T12-Total95W	25	(3) L11.5 T8 DE 4 40-CG4	
RCES	Kitchen	2x2T-2L-22"x6"-F34T12/UTF-Total63W	3	(2) U 15.5 T8 SE 2 40	
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Closet	A19-INC-60W	1	A19-10-E26-840-DIM	SWX 123 WH
RCES	Office	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Hood	Spiral-CFL-13W	4	A19-10-E26-840-DIM	

RCES	Gym	HB-1L-LED-150W-Total150W	16	ALREADY LED	
RCES	Storage	4'-S-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Gym	6"RC-1L-HPL-CFL-13W-Total13W	1	RCF610WCSDW	
RCES	Janitor	4'-S-2L-4'-F34T12-Total63W	12	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Food Storage	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	HVAC room	4'-S-2L-4'-F34T12-Total63W	2	(2) L11.5 T8 DE 4 40-CG4	
RCES	Room 1	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
RCES	Main Office	2x4T-3L-4'-F34T12-Total95W	8	(3) L11.5 T8 DE 4 40-CG4	
RCES	Principal	2x4T-3L-4'-F34T12-Total95W	4	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Nurse	2x4T-4L-4'-F34T12-Total126W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Conference	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Mrs. Johnson	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
RCES	Main Entry	2x2T-2L-22"x6"-F34T12/UTF-Total63W	9	(2) U 15.5 T8 SE 2 40	
RCES	Main Entry	Par 20 LED Screw in track fixture 12w	6	ALREADY LED	
RCES	C200 Corridor	2x4T-3L-4'-F34T12-Total95W	11	(3) L11.5 T8 DE 4 40-CG4	
RCES	C200 Corridor	2x2T-2L-22"x6"-F34T12/UTF-Total63W	3	(2) U 15.5 T8 SE 2 40	
RCES	C300 Corridor	2x4T-3L-4'-F34T12-Total95W	18	(3) L11.5 T8 DE 4 40-CG4	
RCES	C300 Corridor	2x2T-2L-22"x6"-F34T12/UTF-Total63W	2	(2) U 15.5 T8 SE 2 40	
RCES	C400 Corridor	2x4T-3L-4'-F34T12-Total95W	26	(3) L11.5 T8 DE 4 40-CG4	
RCES	C410 Corridor	2x4T-3L-4'-F34T12-Total95W	7	(3) L11.5 T8 DE 4 40-CG4	
RCES	C400 Corridor	2x2T-2L-22"x6"-F34T12/UTF-Total63W	4	(2) U 15.5 T8 SE 2 40	
RCES	C100 Corridor	2x4T-3L-4'-F34T12-Total95W	11	(3) L11.5 T8 DE 4 40-CG4	
RCES	C100 Corridor	2x2T-2L-22"x6"-F34T12/UTF-Total63W	1	(2) U 15.5 T8 SE 2 40	
RCES	C500 Corridor	2x4T-3L-4'-F34T12-Total95W	11	(3) L11.5 T8 DE 4 40-CG4	
RCES	C500 Corridor	2x2T-2L-22"x6"-F34T12/UTF-Total63W	2	(2) U 15.5 T8 SE 2 40	
RCES	Custodial Storage	4'-S-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	
RCES	Exterior	Led wall pack 30w	3	ALREADY LED	
RCES	Exterior	SQ-CA-1L-HID-CMH-70W-Total82W	21	LED-FXSCM28/40K/BK (P10195 PLT- SCM/14X14/WH)	
RCES	Exterior	LED Shoe box broze	3	ALREADY LED	
RCES	Exterior	4'-S-1L-4'-F48T12/HO-Total60W	4	KT-LED21T8-48P2S-840-D G2	
RCES	Interior	Exit Sign	20	EXC-GW	
RCES	Interior	N/A	10	EML-2HW	
SHES	Room 101	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	

SHES	Class 102	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 103	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	104 Conference	2x4T-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	105 Psychologist	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 106	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 107	2x4T-3L-4'-F34T12-Total95W	5	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 108	2x4T-3L-4'-F34T12-Total95W	8	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 109	2x4T-3L-4'-F34T12-Total95W	13	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 110	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 111 Boys Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	Room 111 Boys Restroom	4'-AW-2L-4'-F34T12-Total63W	3	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	112 custodial	4'-AW-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Mech Room Above Custodial	4'-AW-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	
SHES	113 Staff Restroom	4'-AW-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	114 Girls Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	
SHES	114 Girls Restroom	4'-AW-2L-4'-F34T12-Total63W	3	(2) L11.5 T8 DE 4 40-CG4	
SHES	Room 115	2x4T-3L-4'-F34T12-Total95W	8	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 115	2x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	
SHES	Room 118c Electrical	4'-S-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 116	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 117	2x4T-3L-4'-F34T12-Total95W	13	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 119	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 120	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 121	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 122	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 123 storage	2x4T-3L-4'-F34T12-Total95W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 124	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 125 & 126 entrance	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	(1) SWX 221-B & (1) SWX-950
SHES	Room 125	2x4T-3L-4'-F34T12-Total95W	11	(3) L11.5 T8 DE 4 40-CG4	
SHES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	
SHES	Room 126	2x4T-3L-4'-F34T12-Total95W	11	(3) L11.5 T8 DE 4 40-CG4	
SHES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 127	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	128 Boys	1x4T-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950

SHES	130 girls	1x4T-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	129 custodial	10w LED screw in	1	ALREADY LED	SWX 123 WH
SHES	Room 131	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 132	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 133	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 134	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 135 Storage	2x4T-3L-4'-F34T12-Total95W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 136	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 137	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 138	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 139	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 140	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	141 girls	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	141 girls	4'-AW-2L-4'-F34T12-Total63W	3	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	142 staff restroom	4'-AW-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	143 Custodial	4'-AW-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Area above custodial	4'-AW-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	
SHES	144 boys	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	144 boys	4'-AW-2L-4'-F34T12-Total63W	3	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	Room 145	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 146	2x4T-3L-4'-F34T12-Total95W	13	(3) L11.5 T8 DE 4 40-CG4	
SHES	147 Lab	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	Closet	DR-2L-Spiral-CFL-13W-Total25W	1	LED12FMD-96L9CCT5	SWX 123 WH
SHES	Room 148	2x4T-3L-4'-F34T12-Total95W	6	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 149 storage	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 150	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 151	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 152	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 153	2x4T-3L-4'-F34T12-Total95W	4	(3) L11.5 T8 DE 4 40-CG4	
SHES	Popcorn closet	8"RC-2L-HPL-CFL-13W-Total25W	1	RCF814WCSDW	SWX 123 WH
SHES	Copy Room	2x4T-3L-4'-F34T12-Total95W	3	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 154	2x4T-3L-4'-F34T12-Total95W	12	(3) L11.5 T8 DE 4 40-CG4	
SHES	Mens room	1x4T-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950
SHES	Womens room	1x4T-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	(2) SWX 221-B & (1) SWX-950

SHES	100 Main Office	2x4T-3L-4'-F34T12-Total95W	5	(3) L11.5 T8 DE 4 40-CG4	
SHES	100 Main Office	8"RC-2L-HPL-CFL-13W-Total25W	3	RCF814WCSDW	
SHES	100 Main Office	Led flat panel	1	ALREADY LED	
SHES	100d Health	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Restroom	2x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	100d Health	4'-AW-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	100b	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	100A Principle	2x4T-3L-4'-F34T12-Total95W	4	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	118 library	2x4T-2L-4'-F34T12-Total63W	12	(2) L11.5 T8 DE 4 40-CG4	
SHES	118 library	80w LED Pendant	6	ALREADY LED	
SHES	118 library	175 MH Pendant	6	LED-8024M345-G7-FW	
SHES	118 library	6"RC-1L-Screw-In-HAL-75W-Total75W	3	RCF610WCSDW	
SHES	118a office	2x4T-2L-4'-F34T12-Total63W	2	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Main Lobby and Corridor C100	8'-DID-4L-4'-F34T12-Total126W	9	(4) L11.5 T8 DE 4 40-CG4	
SHES	Main Lobby and Corridor C100	2x4T-3L-4'-F34T12-Total95W	4	(3) L11.5 T8 DE 4 40-CG4	
SHES	Main Lobby and Corridor C100	10"RC-2L-HPL-CFL-26W-Total49W	4	RRC X 20W CS D RRC 10 R W M W	
SHES	Main Lobby and Corridor C100	4'-S-2L-4'-F34T12-Total63W	3	(2) L11.5 T8 DE 4 40-CG4	
SHES	C100 Corridor	1x4T-2L-4'-F34T12-Total63W	15	(2) L11.5 T8 DE 4 40-CG4	
SHES	C100 Corridor	2x4T-2L-4'-F34T12-Total63W	7	(2) L11.5 T8 DE 4 40-CG4	
SHES	C110 Corridor	1x4T-2L-4'-F34T12-Total63W	11	(2) L11.5 T8 DE 4 40-CG4	
SHES	C110 Corridor	2x4T-2L-4'-F34T12-Total63W	2	(2) L11.5 T8 DE 4 40-CG4	
SHES	C120 Corridor	1x4T-2L-4'-F34T12-Total63W	13	(2) L11.5 T8 DE 4 40-CG4	
SHES	C120 Corridor	2x4T-2L-4'-F34T12-Total63W	8	(2) L11.5 T8 DE 4 40-CG4	
SHES	C140 Corridor	2x4T-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	
SHES	155 Custodial	2x4T-3L-4'-F34T12-Total95W	4	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 156	2x4T-3L-4'-F34T12-Total95W	10	(3) L11.5 T8 DE 4 40-CG4	
SHES	Room 156	6â€ Can 150W inc	6	RCF610WCSDW	
SHES	Room 156	TR-1L-PAR38-HAL-90W-Total90W	12	PAR38-12-930-40D-DIM	
SHES	Office	2x4T-3L-4'-F34T12-Total95W	1	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Room 157 Closet	2x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	158 Electrical	4'-AW-2L-4'-F34T12-Total63W	2	(2) L11.5 T8 DE 4 40-CG4	(1) SWX-122-WH & (1) SWX-831-SC
SHES	Cafeteria	Led flat panel	14	ALREADY LED	
SHES	159 Kitchen	4'-VT-2L-4'-F34T12-Total63W	21	(2) L11.5 T8 DE 4 40-CG4	
SHES	159 Kitchen	A21-INC-100W	3	A19-10-E26-840-DIM	
SHES	Dry food storage	2x4T-3L-4'-F34T12-Total95W	2	(3) L11.5 T8 DE 4 40-CG4	SWX 123 WH

SHES	Office	2x4T-3L-4'-F34T12-Total95W	1	(3) L11.5 T8 DE 4 40-CG4	
SHES	Restroom	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	Gym	HB-1L-LED-150W-Total150W	16	ALREADY LED	
SHES	Gym	4'-S-2L-4'-F34T12-Total63W	3	(2) L11.5 T8 DE 4 40-CG4	
SHES	Gym	1x4T-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	
SHES	165 Storage	4'-AW-2L-4'-F34T12-Total63W	1	(2) L11.5 T8 DE 4 40-CG4	
SHES	Upstairs Mech Room	4'-AW-2L-4'-F34T12-Total63W	5	(2) L11.5 T8 DE 4 40-CG4	
SHES	164 Storage Office	4'-AW-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	SWX 123 WH
SHES	163 Mech	4'-AW-2L-4'-F34T12-Total63W	6	(2) L11.5 T8 DE 4 40-CG4	
SHES	Exterior	Led wall pack 30w	2	ALREADY LED	
SHES	Exterior	SB-AR-1L-HID-MH-175W-Total203W	3	M75 U 3M CS B A CR RPC (PCTL-UNV)	
SHES	Exterior	LED Shoe box broze	4	ALREADY LED	
SHES	Exterior	FC-WP-1L-HID-MH-250W-Total290W	1	WPC 40 U T4 WCS B PC	
SHES	Exterior	SB-AR-1L-HID-MH-400W-Total453W	10	M 200 U 3M CS B A CR PRC (PCTL-UNV)	
SHES	Exterior	FT-WP-1L-HID-CMH-150W-Total174W	1	WPC 15 U T4 WCS B PC	
SHES	Exterior	6"RC-1L-HID-CMH-70W-Total82W	2	RCF610WCSDW	
SHES	Pump Station	4'-AW-2L-4'-F34T12-Total63W	4	(2) L11.5 T8 DE 4 40-CG4	
SHES	Maintenance Gatage	10w LED screw in	2	ALREADY LED	
SHES	Interior	Exit Sign	20	EXC-GW	
SHES	Interior	N/A	10	EML-2HW	

Exclusions

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Hazardous materials testing, and abatement not specified in the Scope of Work.
- Dimming systems and associated fixtures unless specified in the Scope of Work.
- Replacement of existing emergency lighting battery backup units.
- Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
- Support mechanisms and housings of fixtures.
- Sockets, except where damaged or not re-usable for new lamps
- Lenses not specified in the Scope of Work.
- Fluorescent lamp protective sleeves not specified in the Scope of Work.
- Fixture protective covers.
- Fluorescent fixture tombstones not specified in the Scope of Work.
- Switches, twist timers, and breakers will not be replaced.
- Switch plates will not be replaced.
- Electrical wiring except that required for ballast replacement in the fixture.
- Time clocks associated with existing lighting fixtures not specified in the Scope of Work.
- Lighting fixtures will not be replaced unless specified in the Scope of Work.
- Lighting fixtures will not be relocated unless specified in the Scope of Work.

BUILDING AUTOMATION SYSTEM

Fully Convert from Pneumatic to Digital Controls and Standardize BAS Platform with new BACnet Schneider Electric BAS

A Schneider Electric Building Automation System (BAS) is to be installed at the facilities listed below. The Schneider Electric system will include control and monitoring parameters as outlined below for each facility. The BAS will be controllable from a central workstation located on the owner's WAN/LAN. The central workstation will be supplied by ESCO (owned by customer), which will provide continuous access to the system with a user-friendly graphical Windows interface. A web enabled interface will also be included to provide web access to the system for up to 4 simultaneous users. Control zones will be programmed for temperature setup and temperature setback and optimized schedules. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided. Existing systems, including a combination of various generations of Delta, Reliable, BACnet and proprietary communication systems, and a combination of electronic and pneumatic systems, will all be removed and fully replaced with a modern, BACnet, fully-supported system (both software and hardware) which prepares the district for the future and removes a significant deferred maintenance and operational challenge.

ESCO will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

The facilities included are:

- Singing Hills Elementary School
- Elizabeth Middle School
- Running Creek Elementary School
- Elizabeth High School

ESCO will be responsible for all final design decisions including controller selection, point configurations, and end device selection and will base such decisions on current standards and engineering practices of ESCO. Communication from each building to the central workstation will be provided through the owner's wide area network.

Any facilities not listed above are excluded from the BAS scope of work.

SINGING HILLS ELEMENTARY SCHOOL

As part of the Mechanical scope of work existing pneumatic hot water control valves shall be replaced with new electric actuated valves.

The existing BAS will be removed and a Schneider Electric BAS will be installed with direct digital control of the hot water plant, air handling units, hot water coils, and a communicating network thermostat on the rooftop unit. The control parameters below are listed as requirements to the BAS system, and all existing BAS points not listed will be removed (see Exclusions for additional details).

New VFDs will be provided for 2 air handling unit supply air fans in place of the existing motor starters. The existing starter safety circuits will be relocated to the VFD safety circuit contacts; high static cut-out safeties will be provided in series with existing safety devices.

Control parameters are as follows:

Heating Hot Water System

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Boiler 1 Enable/Disable ▪ Boiler 2 Enable/Disable ▪ Hot Water Pump 1 Command ▪ Hot Water Pump 2 Command ▪ Hot Water Bypass Valve Actuation 	<ul style="list-style-type: none"> ▪ Hot Water Supply Temperature ▪ Hot Water Return Temperature ▪ Hot Water Pump 1 Status ▪ Hot Water Pump 2 Status

H&V Air Handling Units – (Typical of 3) with Supply Fan VFDs

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Economizer Damper Actuation 	<ul style="list-style-type: none"> ▪ Supply Air Temperature ▪ Supply Fan Speed Feedback

H&V Air Handling Unit

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Hot Water Valve Actuation ▪ Economizer Damper Actuation ▪ Circulation Pump Command ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj. 	<ul style="list-style-type: none"> ▪ Supply Air Temperature ▪ Circulation Pump Status ▪ Supply Fan Status ▪ Space Temperature ▪ Space Override

Hot Water Coils – (Typical of 48)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Hot Water Valve Actuation 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Supply Air Temperature

Rooftop Unit - Serving Administration Area

<i>Control Points¹</i>	<i>Monitoring Points¹</i>
<ul style="list-style-type: none"> ▪ Cooling Enable/Disable ▪ Supply Fan Command ▪ Economizer Damper Actuation ▪ Space Temperature Setpoint Adj. 	<ul style="list-style-type: none"> ▪ Supply Air Temperature ▪ Space Temperature ▪ Space Override ▪ Supply Fan Status ▪ Economizer Alarm

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
	<ul style="list-style-type: none"> ▪ Outside Air Temperature ▪ Outside Air Humidity ▪ Walk-in Freezer/Cooler Temperatures

¹ Inputs and Outputs of new equipment are subject to change based on final unit selection for new mechanical equipment.

RUNNING CREEK ELEMENTARY SCHOOL

As part of the Mechanical scope of work existing pneumatic hot water control valves shall be replaced with new electric actuated valves.

The existing BAS will be removed and a Schneider Electric BAS will be installed with direct digital control of the hot water plant, air handling units, hot water coils, and a communicating network thermostat on the rooftop units. The control parameters below are listed as requirements to the BAS system, and all existing BAS points not listed will be removed (see Exclusions for additional details).

New VFDs will be provided for 3 air handling unit supply air fans in place of the existing motor starters. The existing starter

safety circuits will be relocated to the VFD safety circuit contacts; high static cut-out safeties will be provided in series with existing safety devices.

Control parameters are as follows:

Heating Hot Water System

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Boiler System Enable/Disable ▪ Boiler Setpoint ▪ Hot Water Pump 1 Command ▪ Hot Water Pump 2 Command 	<ul style="list-style-type: none"> ▪ Hot Water Supply Temperature ▪ Hot Water Return Temperature ▪ Boiler Supply Temperature (5) ▪ Hot Water Pump 1 Status ▪ Hot Water Pump 2 Status

H&V Air Handling Units – (Typical of 3) with Supply Fan VFDs

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Economizer Damper Actuation 	<ul style="list-style-type: none"> ▪ Supply Air Temperature ▪ Supply Fan Speed Feedback

Hot Water Coils – (Typical of 45)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Hot Water Valve Actuation 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Supply Air Temperature

Rooftop Units – (Typical of 3) Heating & Ventilation

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Economizer Damper Actuation ▪ Heating Valve Actuation ▪ Space Temperature Setpoint Adj. 	<ul style="list-style-type: none"> ▪ Supply Air Temperature ▪ Space Temperature ▪ Space Override ▪ Supply Fan Status

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
	<ul style="list-style-type: none"> ▪ Outside Air Temperature ▪ Outside Air Humidity ▪ Walk-in Freezer/Cooler Temperatures

MIDDLE SCHOOL

A Schneider Electric BAS is to be installed with communicating network thermostats on rooftop units and unit heaters. The BAS will communicate back to the central workstation.

As part of the Mechanical scope of work rooftops RTU-24 & RTU-27 shall be replaced with similar equipment.

Control parameters are as follows:

Rooftop Units (Typical of 27)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Cooling Enable/Disable▪ Heating Enable/Disable▪ Supply Fan Command▪ Space Temperature Setpoint Adj.	<ul style="list-style-type: none">▪ Space Temperature▪ Space Override▪ Supply Air Temperature▪ Supply Fan Status

Unit Heaters – (Typical of 7)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Heating Enable/Disable▪ Space Temperature Setpoint Adj.	<ul style="list-style-type: none">▪ Space Temperature▪ Space Override

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
	<ul style="list-style-type: none">▪ Outside Air Temperature▪ Outside Air Humidity▪ Walk-in Freezer/Cooler Temperatures

HIGH SCHOOL

The existing BAS will be removed and a Schneider Electric BAS will be installed with direct digital control of the hot water plant, air handling units, hot water coils, and exhaust fans. The control parameters below are listed as requirements to the BAS system, and all existing BAS points not listed will be removed (see Exclusions for additional details).

New VFDs will be provided for 3 air handling unit supply air fans in place of the existing motor starters (HVU 1, 2, 3 serving the gym). The existing starter safety circuits will be relocated to the VFD safety circuit contacts; high static cut-out safeties will be provided in series with existing safety devices.

Control parameters are as follows:

HW System

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Boiler 1 Enable/Disable▪ Boiler 2 Enable/Disable▪ Hot Water Pump 1 Command▪ Hot Water Pump 2 Command▪ Hot Water Bypass Valve Actuation▪ Combustion Air Damper Command (2)	<ul style="list-style-type: none">▪ Hot Water Supply Temperature▪ Hot Water Return Temperature▪ Hot Water Pump 1 Status▪ Hot Water Pump 2 Status▪ Boiler Room EPO▪ Boiler Supply Temperature (2)▪ Boiler Alarm

Gym Rooftop Units – (Typical of 3) with Supply Fan VFDs

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command▪ Supply Fan Speed▪ Economizer Damper Actuation▪ Heating Command	<ul style="list-style-type: none">▪ Supply Air Temperature▪ Supply Fan Speed Feedback▪ Space Temperature

Hot Water Coils – (Typical of 91)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">Hot Water Valve Actuation	<ul style="list-style-type: none">Space TemperatureSupply Air Temperature

Rooftop Units – (Typical of 26) Cooling Only

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">Cooling Enable/DisableSupply Fan Command	<ul style="list-style-type: none">Supply Air TemperatureSpace TemperatureSpace Temperature Setpoint Adj.Space OverrideSupply Fan Status

Kitchen Makeup Air Unit – Interlocked with Hood / Monitoring Only

<i>Control Points¹</i>	<i>Monitoring Points¹</i>
<ul style="list-style-type: none">Unit Enable/Disable	<ul style="list-style-type: none">Supply Air TemperatureSpace TemperatureSpace Temperature Setpoint Adj.Space OverrideSupply Fan Status

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">Exhaust Fan Enable/Disable²	<ul style="list-style-type: none">Outside Air TemperatureOutside Air HumidityWalk-in Freezer/Cooler Temperatures

¹ Inputs and Outputs of new equipment are subject to change based on final unit selection for new mechanical equipment.

² - Exhaust Fans will be grouped (zoned) to match schedules of units and will be determined by ESCO.

CLARIFICATIONS AND EXCLUSIONS

The following clarifications and exclusions apply to ESCO's scope of work above:

CLARIFICATIONS

- To the best of Schneider Electric's knowledge, the points above represent all that are necessary to effectively operate the indicated systems. If additional points are required to operate the systems specifically indicated above per Schneider Electric's Sequences of Operation, they will be incorporated under this scope of work. If any of the points indicated above are unable to be included within the final system, such points shall be excluded from this scope of work. Points associated with new mechanical equipment (if applicable) are subject to change based on those points available from the equipment ultimately furnished and the points deemed necessary for operation of the system.
- ESCO may reuse existing equipment including (but not limited to) valves, dampers, and actuators for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices require repair or replacement, this will be the responsibility of the owner unless specifically indicated otherwise in the scope of work. ESCO will create an equipment deficiency report (EDR) to provide the owner with written notification if such equipment or devices are identified.
- ESCO will only control equipment and/or devices shown in the Scope of Work. Equipment and devices not in the Scope of Work are excluded. ESCO is not responsible for the functionality of such equipment even if such equipment is operated by an existing BAS.
- Matching of ceiling tile color and pattern shall be limited by current commercial availability should replacement tile be required. Similar or complementary tiles shall be provided where exact matches are not available.
- Demolition of the existing HVAC controls / building automation equipment will be performed as needed to implement the new DDC system installation (reuse of enclosures, wire, and end devices will be solely at the discretion of ESCO). The total demolition of any remaining abandoned or obsolete control elements will be the responsibility of the owner, unless otherwise stated.

- ESCO is not responsible for safeties on existing equipment including smoke detectors, fire alarm interlocks, and low or high temperature cut-outs or any life safety equipment. Pre and post testing of smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to ESCO. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- Exhaust fans controlled by occupancy sensors or local switches, that are process / life safety related, or that do not move air beyond the building envelope will not be integrated with the building management system.
- ESCO will not be responsible for any modification or expansion of the owner's existing WAN/LAN for the execution of this project. Owner to provide ESCO with designated open port(s) as required at existing network switches in all facilities within this scope of work. ESCO to provide CAT5e Ethernet cable from control equipment to Owner network switch.
- Where new control panels are to be installed, conduit will be installed from the panel knock-out to a height of 8' or the level of the finished ceiling if present – whichever is lower – for all low voltage wiring. Conduit will not be required in other applications unless otherwise indicated by the scope of work above. All wiring shall be in compliance with local codes and authorities having jurisdiction.
- Existing pneumatic air compressors at SHES and RCES will remain in place, and pneumatic tubing will only be demolished to the extent necessary to provide new electronic valves or actuators. Compressors can be de-commissioned and removed (if desired) by district personnel.
- New control system installation to occur during normal business hours and the majority of the work to be installed over Summer 2024.

EXCLUSIONS

- Asbestos abatement of any kind is excluded.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Hydronic / airflow testing and balancing on HVAC equipment will not be included as part of the controls scope of work.
- Repair of existing HVAC and control equipment beyond the scope of work above is excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) is excluded.
- Air compressor removal or demolition of existing pneumatic copper lines or poly tubing above ceilings or within walls.

Mechanical Scope of Work

SINGING HILLS ELEMENTARY SCHOOL

1. Convert two constant volume heating and ventilation air handling units serving classroom areas (AHU-1, AHU-2) to variable airflow.
 - A. Remove the existing supply fan motor of each unit and replace with a new inverter duty motor.
 - B. Furnish and install a new variable frequency drive for each unit.
 - C. Test and balance return air, outside air and supply air for each unit.
 - D. Test and balance the air supply flow to each classroom or other space served by each unit.
2. Replace the existing HVAC system pneumatic actuated hot water coil control valves with electric actuated valves. The new valves will be same pattern (two-way or three-way) as existing valves. Pneumatic damper actuators are also being replaced and are described above in the BAS scope.
 - A. Valve off heating water system at coil and remove existing control valve.
 - B. Furnish and install new control valve.
 - C. Refill heating water system at the coil and bleed air from system.
 - D. Balance new valve to design flow rate.
 - E. Re-insulate heating water piping as necessary.

RUNNING CREEK ELEMENTARY SCHOOL

1. Convert three constant volume heating and ventilation air handling units serving classroom wings (C-100A, C-100C, C-100D) to variable airflow.
 - A. Remove the existing supply fan motor of each unit and replace with a new inverter duty motor.
 - B. Furnish and install a new variable frequency drive for each unit.
 - C. Test and balance return air, outside air and supply air for each unit.
 - D. Test and balance the air supply flow to each classroom or other space served by each unit.

2. Replace existing HVAC system pneumatic actuated hot water coil control valves with electric actuated valves. New valves will be same pattern (two-way or three-way) as existing valves. Pneumatic damper actuators are also being replaced and are described above in the BAS scope.
 - A. Valve off heating water system at coil and remove existing control valve.
 - B. Furnish and install new control valve.
 - C. Refill heating water system at the coil and bleed air from system.
 - D. Balance new valve to design flow rate.
 - E. Re-insulate heating water piping as necessary.

ELIZABETH MIDDLE SCHOOL

1. Replace two existing rooftop mounted constant volume heating and ventilation units that serve the stage (RTU-27) and lobby (RTU-24) areas of the auditorium. The new units will be re-sized as determined by load and ventilation calculations.
 - A. Remove the existing unit from the roof and dispose of unit.
 - B. Furnish and install new constant volume heating and ventilating units in same location on the roof. Modify roof support and ductwork as necessary.
 - C. Test and balance return air, outside air and supply air for the unit.

ELIZABETH HIGH SCHOOL

1. Convert three constant volume heating and ventilation air handling units serving the gym (HVV-1, HVV-2, & HVV-3) to variable airflow.
 - A. Remove the existing supply fan motor of each unit and replace with a new inverter duty motor.
 - B. Furnish and install a new variable frequency drive for each unit.
 - C. Test and balance return air, outside air and supply air for each unit.
 - D. Test and balance the air supply flow to each space served by each unit.
 - E. Test and commission new control strategies including CO2 sensors for demand-controlled ventilation

Mechanical And Electrical Exclusions

- Replacement of piping, electrical systems or components, or other accessories not specified in the scope of work
- All existing grounding and bonding of equipment as well as the existing facility grounding system are assumed to be in suitable condition to re-terminate to the equipment. Should existing deficiencies be discovered, which require additional scope of work to correct, the costs for the work can be covered by the Change Order Process
- Night/holiday work unless otherwise specified in the Scope of Work
- Additional labor cost due to restriction of allowable work hours
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered
- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing, and abatement not specified in the Scope of Work. Asbestos abatement not part of Schneider Electric's scope of work. Customer shall have any asbestos abated within the areas that impact mechanical, electrical and controls work prior to commencement of mechanical, electrical and controls work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work
- Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work
- Commissioning of existing systems not identified in this document as included in Scope of Work
- Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area
- Waste disposal other than that required to accomplish the Scope of Work
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included

- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period
- Cost escalation of materials as a result of a delay in the construction schedule caused by customer action or inaction
- Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction
- Fees for third party engineers acting as Customer's agent
- Costs and labor associated with customer's third-party commissioning agent.
- Water treatment beyond that required for individual coil isolation and control valve replacement.
- Cleaning and flushing of hydronic piping beyond that required to accomplish the work.
- Additional cleaning and flushing of piping systems or replacement of piping systems required because of excessive corrosion or buildup of solid matter.
- Structural modifications not specified in the Scope of Work
- Building envelope modifications not specified in the Scope of Work
- Replacement of ductwork and diffusers not specified in the Scope of Work
- Replacement of piping not specified in the Scope of Work
- Ductwork and piping insulation not specified in the Scope of Work
- Equipment replacement and their components not specified in the Scope of Work

Building Envelope Improvements

This includes the following scope items, as listed, at Elizabeth High School, Running Creek ES and Singing Hills ES:

- Seal air leakage areas in building envelope
- Add insulation to building envelope
- Seal selected exterior entry and exit doors

Elizabeth High School

- A two-part spray foam insulation will be installed from the underside of the roof deck to the top of the sheetrock (or as close as allowed) near the junction of the ceiling tile. This will stop both the air leakage at the roof to wall intersect, mitigate the bypass of the fiberglass, and increase the R-value of this assembly.

Qty	Units	Description
1,129	LF	Roof to wall intersection - 1.07 pcf

Singing Hills ES

- Two component foam will be applied to this 4.5' wall to roof intersection to connect the insulated roof deck with the wall at the ceiling height and cut off the air leakage at the perimeter of this blanket. Doing so will mitigate the air leakage issue and create a contiguous thermal boundary and air barrier at this band detail. The gym area is excluded from this measure. All doors will also be sealed.

Qty	Units	Description
5	Unit	Door-Single, sweep and W/S
4	Unit	Door-Double Door, W/S & 2 Sweeps
1236	LF	Roof to wall intersection - 1.07 pcf

Running Creek ES

- Backing will be installed and a two-part spray foam will be applied to realign the building envelope along the intersection of exterior wall and roof. The door seals which have deteriorated will be replaced on all three sides

and new sweeps will be applied.

Qty	Units	Description
11	Unit	Door-Double Door, W/S & 2 Sweeps
930	LF	Roof to wall intersection - 1.07 pcf
1840	SF	2 ft 2" thick 1.07 pcf hybrid SPF foam (add R-8.6)

Exclusions

- Excludes the removal of any ACM, Lead Containing Materials, or any other hazardous materials
- Excludes removal of other materials, caulking, insulation, mastic, flashing or materials unless noted above
- Excludes repair or install of any exterior building brick, masonry, stucco, or other systems
- Excludes any repair or install of structural systems, doors, windows or glass panes
- Excludes any other envelope-related scope of work not listed above

General Project Clarifications and Exclusions

- Telecom procurement & associated VOIP system changes are outside the scope of work of this contract; anticipated savings from telecom are accounted for within O&M savings, but the contracting, implementation, planning, set up, testing and training on any new system is between the district and other third parties
- Excludes the removal or abatement of any ACM (Asbestos Containing Materials), Lead Containing Materials, or any other hazardous materials
- Excludes afterhours, weekend, or holiday work, except where specifically listed within certain scopes of work above
- Third party commissioning or commissioning beyond what is included in Schedule Q, or any commissioning of existing systems not identified in this document as included in Scope of Work
-

5. Installation Plan and Schedule

Preliminary Construction Schedule

The schedule in the table below is a preliminary construction schedule. Schedule revisions and additional details will be published throughout the construction phase as required by Schedule A.

Project Element	Start	End
Notice to Proceed	July 2023	July 2023
Final Mechanical Design	September 2023	September 2023
Final BAS Design	October 2023	October 2023
BAS Installation	May 2024	September 2024
Mechanical Installation	June 2024	August 2024
Lighting Installation	September 2023	December 2023
Envelope Installation	August 2023	August 2023
Construction Completion	N/A	December 2024

EPC SCHEDULE C GUARANTEE

Guarantee

“Guarantee” means the warranty and guarantee made by the ESCO in **EPC Article 14** that for each year of the Guarantee Period, the Project shall result in annual cost savings equal to or greater than the Guaranteed Annual Cost Savings presented in this **EPC Schedule C** which shall be equal to or greater than the Political Subdivision’s annual payments used to repay the project funding, as set forth in **§29-12.5-101(3), C.R.S.** Failure to meet the Guaranteed Annual Cost Savings in any year during the Guarantee Period shall result in ESCO directly remunerating the Political Subdivision the dollar amount equal to the cost value of that year’s Guaranteed Annual Cost Savings shortfall. Alternatively, subject to the Governing Body’s consent, which shall not be unreasonably withheld, ESCO may implement additional Utility Cost-Savings Measures or FIMs, at no cost to the Political Subdivision, which may generate additional annual cost savings in future years of the Performance Period to offset future Guaranteed Annual Cost Savings shortfall.

Guarantee Period

“Guarantee Period” means a period of time commencing upon M&V Commencement Date and terminating on the termination of the M&V Term. The Guarantee Period is a mutually agreed to time period after the M&V Commencement Date, during which Guaranteed Annual Cost Savings resulting from the Project are measured and verified by the ESCO as set forth in **EPC Schedule D**.

Guaranteed Annual Cost Savings

“Guaranteed Annual Cost Savings” means measurable and verifiable aggregate of Guaranteed Annual Utility Cost Savings, Guaranteed Annual Operations and Maintenance Cost Savings, and Annual Vehicle Fleet Operational and Fuel Cost Savings guaranteed by ESCO resulting from the Project that shall occur for each year of the Guarantee Period pursuant to this **EPC Schedule C**. Guaranteed Annual Utility Cost Savings shall be determined by ESCO’s Measurement and Verification of annual utility unit use reductions and the application of mutually agreed to baseline and escalated utility unit costs for each year of the Guarantee Period as defined in this **EPC Schedule C**.

Guaranteed Annual Operations and Maintenance Cost Savings

“Guaranteed Annual Operations and Maintenance Cost Savings” means annual cost savings resulting from a verifiable reduction in the Political Subdivision’s operation and maintenance budget.

Guaranteed Annual Utility Cost Savings

“Guaranteed Annual Utility Cost Savings” means annual Utility Cost Savings resulting from a reduction of usage and the application of the mutually agreed to baseline and escalated utility unit rates as presented in **Schedule C**.

Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings

“Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings” means measurable and verifiable

ESCO guarantees that the Project shall result in Guaranteed Annual Cost Savings to the Political Subdivision, as indicated, for each year of the Guarantee Period, as presented in the following **Table C1**.

EPC SCHEDULE C

GUARANTEE

Table C1: Guaranteed Annual Cost Savings

Year	Guaranteed Annual Measured Utility Cost	Guaranteed Annual Non- Measured Utility Cost Savings	Guaranteed Annual O&M Cost Savings	Guaranteed Annual Cost Savings
1	\$90,272	\$45,823	\$97,015	\$233,110
2	\$94,785	\$48,114	\$101,866	\$244,766
3	\$99,524	\$50,520	\$106,959	\$257,004
4	\$104,501	\$53,046	\$112,307	\$269,854
5	\$109,726	\$55,698	\$117,922	\$283,347
6	\$115,212	\$58,483	\$123,818	\$297,514
7	\$120,973	\$61,407	\$130,009	\$312,390
8	\$127,021	\$64,478	\$136,510	\$328,009
9	\$133,372	\$67,702	\$143,335	\$344,410
10	\$140,041	\$71,087	\$150,502	\$361,630
11	\$147,043	\$74,641	\$158,027	\$379,712
12	\$154,395	\$78,373	\$165,929	\$398,697
13	\$162,115	\$82,292	\$174,225	\$418,632
14	\$170,221	\$86,406	\$182,936	\$439,564
15	\$178,732	\$90,727	\$192,083	\$461,542
16	\$187,668	\$95,263	\$201,687	\$484,619
17	\$197,052	\$100,026	\$211,772	\$508,850
18	\$206,904	\$105,027	\$222,360	\$534,292
19	\$217,249	\$110,279	\$233,478	\$561,007
20	\$228,112	\$115,803	\$245,152	\$589,056
Total	\$2,984,918	\$1,515,195	\$3,207,892	\$7,708,005

EPC SCHEDULE C GUARANTEE

Table C2: Baseline Rates and Annual Escalation Rates:

Utility rates are escalated by 7.593% from baseline to Year 1. In Years 2-20, utility rates and O&M savings are escalated at 5% annually.

Year	Electricity kWh	Electricity kW	Natural Gas (Therm)	Water	Sewer	M&V	O&M	Other
Baseline Rates*	\$0.065	\$17.16	\$0.79	N/A	N/A	N/A	N/A	N/A
Year 1 Escalator (%)	7.59%	7.59%	7.59%	N/A	N/A	N/A	N/A	N/A
Year 2 Escalator (%)	5.00%	5.00%	5.00%	N/A	N/A	N/A	5.00%	N/A
Year 3 Escalator (%)	5.00%	5.00%	5.00%	N/A	N/A	N/A	5.00%	N/A

*Due to variations in rates across the project meters and rate complexity, the baseline rates provided are blended. Actual baseline rates used for the Option A lighting scope are provided in detail in Schedule D.

EPC SCHEDULE C GUARANTEE

**Table C3: Proposed Unit Savings and Guaranteed Annual Cost Savings for Project
For Year 1 by ECM**

Utility Cost Savings Measure	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)	Electricity savings (MMBtu/yr)	Natural gas savings (MMBtu/yr)	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
BAS	2,204	226,773	0	774	1,431	0	0	\$26,514	\$43,723	\$70,237
Envelope	1,582	424	0	1	1,580	0	0	\$12,026	\$796	\$12,823
HVAC	350	100,927	0	344	5	0	0	\$7,283	\$12,916	\$20,199
LED Lighting	2,270	891,030	2,251	3,040	-770	0	0	\$90,272	\$21,148	\$111,420
Telecom	0	0	0	0	0	0	0	\$0	\$18,432	\$18,432
Total savings	6,406	1,219,154	2,251	4,160	2,246	0	0	\$136,095	\$97,016	\$233,110
	Notes MMBtu=10 ⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.									

EPC SCHEDULE D MEASUREMENT AND VERIFICATION SERVICES PLAN

M&V Services

“M&V Services” means Services or activities relating to the measurement and verification by the ESCO of the efficiency and effectiveness of the Project, pursuant to this EPC Contract and the CEO Measurement and Verification Policy as applied.

This schedule shall use the following documents as a standard for presentation and reporting purposes.

For three years after installation, contractor is required by the State of Colorado to provide Annual M&V Reports, documenting actual savings achieved, to the Political Subdivision. The Guarantee Period for this contract is three years. Should the Political Subdivision wish to extend M&V services beyond the Guarantee Period per the M&V Term definition, the future additional annual costs to the Political Subdivision are presented in the table below. If the extended M&V costs beyond the Guarantee Period are not included in the Maximum Contract Price, they will be funded separately by the Political Subdivision.

Year	Guaranteed Annual Cost Savings	Annual Cost for M&V Services	Annual Cost for Resource Advisor	Annual Cost for M&V Services (Total)*	M&V Cost Percent of Guaranteed Annual Savings
1	\$233,110	\$1,750	\$1,800	\$3,550	2%
2	\$244,766	\$1,750	\$1,800	\$3,550	1%
3	\$257,004	\$1,750	\$1,800	\$3,550	1%
4	\$269,854	To be presented prior to Year 4**			
5	\$283,347				
6	\$297,514				
7	\$312,390				
8	\$328,010				
9	\$344,410				
10	\$361,631				
11	\$379,712				
12	\$398,698				
13	\$418,633				
14	\$439,564				
15	\$461,543				
16	\$484,620				
17	\$508,851				
18	\$534,293				
19	\$561,008				
20	\$589,058				
Total	\$7,708,016				

**These costs are included in the total project cost and are only presented here for reference.*

*** The M&V costs shown in Years 1-3 are limited to M&V-specific services. Other services provided during the period include ongoing training, remote and on-site support, and recurring analysis of building automation system operation. Should the district elect to continue those services beyond Year 3, a pricing proposal will be presented at that time. Exhibit A at the end of this Schedule D includes a detailed overview of services provided in each year.*

Projected Annual Savings

The Performance Guarantee as established in Schedule C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Site	Annual Projected Savings		
	Electric		Natural Gas
	kWh	kW	Therm
Bus Barn	8,087	14	-45
EHS	572,087	805	7,373
EMS	322,632	524	3,726
RCE	160,566	473	5,305
SHE	155,782	437	6,103
Total	1,219,154	2,251	22,462

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.

Energy, Water, and Operations & Maintenance (O&M) Rate Data

The cost of energy in any period will be determined by applying the rates as defined below (“Baseline Energy Rates”), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type. The baseline rates defined below will be escalated as defined in Schedule C: Table C2.

Option A Marginal Utility Rates:

Site	\$/kWh	\$/kW	\$/CCF
Bus Barn	\$0.099445	\$6.863970	\$0.714667
EHS Exterior	\$0.064629	\$0.000000	\$0.000000
EHS Interior	\$0.063157	\$18.730000	\$0.714667
EMS	\$0.063129	\$18.730000	\$0.714667
RCE	\$0.071020	\$14.350000	\$0.714667
SHE	\$0.070963	\$14.350000	\$0.696098

Common ECM Assumptions

Weather Data Source

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station in Buckley Space Force Base (KBKF) in Aurora, CO. In the event the specified weather station is deactivated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer’s approval.

Annual Calendar of Events

Provided below is a table summarizing the annual calendar of events that will be used as a basis in calculations, unless otherwise specified. In the event that there are any changes or deviations to this annual calendar, an appropriate adjustment will be made in accordance with the “Adjustment Schedule” set forth in Schedule D.

Date(s)	Event
8/12	First day of school for 6th and 9th grade
8/15	First day of school for HS and MS
8/18	First day of school for Elementary
9/5	Labor day holiday
10/13 - 10/14	Fall break
11/21 - 11/25	Thanksgiving break

Date(s)	Event
12/16 - 1/2	Winter break
1/16	MLK Jr day holiday
2/20	President's day holiday
3/17 - 3/24	Spring break
5/19	Last day of school

Building Occupancy Schedules

Provided below is a table summarizing the building occupancy schedules used within the calculations, unless otherwise specified. In the event that there are any changes or deviations to this occupancy schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule D.

Facility	Day Type	Daily Schedule
Elizabeth HS	Monday-Friday	6:00am - 6:00pm
	Weekend/Holiday	Unoccupied
Elizabeth MS	Monday-Friday	6:00am - 6:00pm
	Weekend/Holiday	Unoccupied
Running Creek ES	Monday-Friday	7:00am - 4:00pm
	Weekend/Holiday	Unoccupied
Singing Hills ES	Monday-Friday	7:00am - 4:00pm
	Weekend/Holiday	Unoccupied

Standards of Service and Comfort

Provided below is a table summarizing the temperature setpoints used within the calculations, unless otherwise specified. Customer agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule D. Since there is no cooling, only heating setpoints are listed here.

Setpoints				
Facility	Occupied Heating (°F)	Unoccupied Heating (°F)	Occupied Cooling (°F)	Unoccupied Cooling (°F)
All Facilities	68	50	72	85

*Bus Barn, Running Creek ES, and Singing Hills ES do not have cooling, so only heating setpoints are applicable.

OPTION A – LIGHTING EFFICIENCY AND CONTROLS

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section describes the energy savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The energy and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this verification method.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions, and the Performance Period conditions.

For energy demand, the demand savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 1 – Energy Demand Savings

$$D_{save} = \sum_{i=1}^n [(E_{Pre} \times F_{Pre} - E_{Post} \times F_{Post}) \times M]_i$$

Where,

D_{save} = Demand savings

n = Number of fixtures

E_{Pre} = Power usage of the baseline lighting conditions

E_{Post} = Power usage of the Performance Period lighting conditions

F_{Pre} = Demand diversity factor of the baseline lighting conditions

F_{Post} = Demand diversity factor of the Performance Period lighting conditions

M = Equivalent months of annual demand savings

For energy consumption, the energy savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 2 – Energy Consumption Savings

$$E_{save} = \sum_{i=1}^n [E_{Pre} \times H_{Pre} - E_{Post} \times H_{Post}]_i$$

Where,

E_{save} = Energy savings

H_{Pre} = Baseline burn hours

H_{Post} = Performance Period burn hours

The energy usage of both the baseline and Performance Period lighting conditions are calculated utilizing the same equations. The measured parameters collected during the pre-implementation period will be used to compute the baseline fixture power use. The measured parameters collected during the post-implementation period will be used to compute the Performance Period fixture power use. The equations for a single fixture for both the baseline and Performance Period are shown below using the baseline calculations as an example.

Equation 3 – Total Fixture Power Use

$$E_{Pre} = E_{Fixt,Pre} + E_{Cool} + E_{Heat}$$

Where,

$E_{Fixt,Pre}$ = Pre-implementation direct power usage of light fixture

E_{cool} = Indirect cooling power usage associated with the light fixture

E_{heat} = Indirect heating power usage associated with the light fixture

Equation 4 – Fixture Lighting Power Use

$$E_{Fixt,Pre} = (P \times (1 - B))_{Pre} \times Q$$

Where,

P = Pre-implementation power draw of light fixture

Q = Quantity of associated light fixture

B = Burnout rate of associated light fixture

Equation 5 – Cooling System Power Use

$$E_{Cool} = E_{Fixt,Pre} \times CF$$

Where,

CF = Cooling Efficiency Conversion Factor

Equation 6 – Heating System Power Use (penalty)

$$E_{Heat} = E_{Fixt,Pre} \times HF$$

Where,

HF = Heating Efficiency Conversion Factor (negative)

C. Parameter Estimates

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this lighting project, the key parameters that will be measured are the power consumption of each fixture type and the burn hours for each occupancy type. Measurement and documentation strategies for each project phase are outlined below.

Pre-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of baseline fixture types to determine the average power use for that fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The power shown in the table below will be used in all calculations.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 95% confidence interval for the true population mean spans no more than 5% above and below the mean of the sample.

The mean of a sample set will be treated as the power consumption for that fixture type for all savings calculations. The table below lists each fixture type to be measured, the estimated power of that fixture type, the total quantity of that fixture type, and the minimum amount to be measured prior to removing the fixtures to implement the retrofit. As stated above, more measurements may be needed if the sampled fixtures have too much variance.

Fixture Code	Estimated Power (W)	Total Fixtures	Minimum Sample
10"RC-2L-HPL-CFL-26W	50	4	0
10w LED screw in	10	12	0
12 inch can light 60w LED downlight	60	16	0
150W Incandescent	150	6	0
150W LED	150	102	10
175 MH Pendant	215	6	0
175W Metal Halide 4 Lamp Chandelier	860	1	0
1L-HID-CMH-150W	190	2	0
1L-HID-CMH-70W	95	26	4
1x3 recessed 2 lamp troffer hoods	30	4	0
2 lamp F24T5 fluorescent 2' HO with PC	52	13	0
250W 8"RC-1L-HID-CMH	295	45	4
2L-2'-F17T8	33	32	4
2x2T-3L-22"x1.625"-F32T8/UTF	90	35	4
2x2T-3L-2'-F17T8	47	31	4
2x2T-4L-2'-F17T8	61	61	4
2x4T-1L-INT-LED-30W	30	16	0
2x4T-3L-4'-F32T8	89	866	10
2x4T-4L-4'-F32T8	112	128	10
2x4T-4L-4'-F34T12	144	68	4
300W par56 flood in an 8" can	300	61	4
3L-4'-F34T12	115	969	10
3'-S-1L-3'-F25T8	24	5	0
400w chandelier	400	2	0
4'-1L-4'-F32T8	30	70	4
4'-2L-4'-F32T8	59	1,092	10
4'-2L-4'-F34T12	72	299	10
4'-3L-4'-F32T8	89	27	4
4'-AW-2L-4'-TLED-18W	36	2	0
4'-AW-4L-4'-F32T8	118	6	0
4'-LHB-6L-4'-F32T8	175	38	4
4'-S-1L-4'-F34T12	43	2	0
4'-S-1L-4'-F48T12/HO	80	4	0
4'-W-4L-4'-F34T12	144	2	0
4'-W-4L-4'-F40T12	144	7	0
500w quartz	500	2	0
6"RC-1L-HPL-CFL-13W	13	1	0
6"RC-1L-Screw-In-CFL-11W	11	3	0
6"RC-1L-Screw-In-CFL-18W	18	12	0
6"RC-1L-Screw-In-HAL-75W	75	21	4
8"RC-2L-HPL-CFL-13W	28	13	0

Fixture Code	Estimated Power (W)	Total Fixtures	Minimum Sample
8"RC-2L-HPL-CFL-26W	50	38	4
80w LED Pendant	80	6	0
8'-DID-4L-4'-F34T12	144	9	0
8'-IND-3L-8'-F110T12/HO	319	3	0
8'-IND-3L-8'-F59T8	210	15	0
8'-S-2L-4'-TLED-18W	36	29	4
8'-S-4L-4'-F32T8	118	2	0
A15-INC-40W	40	60	4
A19-INC-60W	60	12	0
A21-INC-100W	100	3	0
AR-1L-HID-MH-175W	188	6	0
Decorative Pole light LED 80w corn cob	80	21	4
DR-2L-Spiral-CFL-13W	26	19	0
FC-WP-1L-HID-CMH-50W	72	19	0
FC-WP-1L-HID-HPS-175W	188	8	0
FC-WP-1L-HID-MH-250W	295	1	0
FC-WP-1L-HID-MH-400W	458	10	0
FL-1L-HID-MH-70W	95	4	0
G40-INC-60W	60	60	4
Led flat panel	40	15	0
Led wall pack 30w	30	12	0
No fixture	0	0	0
Par 20 LED Screw in track fixture 12w	30	30	4
PC-WP-1L-VPL-CFL-13W	13	2	0
PC-WP-2L-HPL-CFL-13W	28	2	0
Pre-Retro Exit Light	25	79	4
SB-AR-1L-HID-CMH-250W	295	3	0
SB-AR-1L-HID-MH-400W	458	44	4
SC-DEC-1L-A19-INC-60W	60	6	0
Spiral-CFL-13W	13	5	0
TR-1L-PAR20-HAL-50W	50	4	0
TR-1L-PAR20-HAL-60W	60	22	4
TR-1L-PAR38-HAL-90W	90	17	0

Post-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of Performance Period fixture types to determine the average power use for that fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The power shown in the table below will be used in all calculations.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 95% confidence interval for the true population mean spans no more than 5% above and below the mean of the sample.

The mean of each sample set will be treated as the power consumption for that fixture type for all savings calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average power use of each fixture type, not the reduction of power use in any specific locations. All measurements will be taken using the same equipment and will be calibrated. The table below lists each fixture type to be measured, the estimated power of that fixture type, the total quantity of that fixture type, and the minimum amount to be measured during the post-implementation period.

Fixture Code	Estimated Power (W)	Total Fixtures	Minimum Sample
(2) L11.5 T8 DE 4 40-CG4	23	1,364	10

Fixture Code	Estimated Power (W)	Total Fixtures	Minimum Sample
(2) L12T8DE340-CG4	24	4	0
(2) L9T8DE240-CG4	18	32	4
(2) PLC-7-O-840-HYB	14	20	0
(2) U 15.5 T8 SE 2 40	31	27	4
(3) KT-LED15T8-U1G-840-D	45	35	4
(3) L11.5 T8 DE 4 40-CG4	35	2,073	10
(3) L9T8DE240-CG4	27	92	4
(4) L11.5 T8 DE 4 40-CG4	46	11	0
(4) LED-8024M345-G7-FW	240	1	0
A19-10-E26-830-DIM	10	60	4
A19-10-E26-840-DIM	10	26	4
ABV4 0 24 48 WD NA 42 B WHITE	135	58	4
G40-9-E26-930-F-C	9	60	4
KT-LED21T8-48P2S-840-D G2	21	4	0
KT-LED21T8-96P1S-840-D /G2	63	18	0
L11.5 T8 DE 4 40-CG4	12	72	4
L12T8DE340-CG4	12	5	0
L13T5DE240-CG	26	13	0
L18.5T8DE 4 40-CG	111	38	4
LED Exit Light	3	79	4
LED12FMD-96L9CCT5	12	19	0
LED-8024M345-G7-FW	60	8	0
LED-FXSCM28/40K/BK (P10195 PLT-SCM/14X14/WH)	28	21	4
LED-FXSECS38/40K	38	3	0
LRXR840830PH	41	106	10
M 200 U 3M CS A CR PRC (PCTL-UNV)	200	44	4
M100U4W-CSBACR RPC (PCTL-UNV)	100	2	0
M150U3G-CSBTCRRPC	150	2	0
M75 U 3M CS B A CR RPC (PCTL-UNV)	75	3	0
PAR20-7-930-40D-DIM	7	26	4
PAR38-12-930-40D-DIM	12	17	0
RCF610WCSDW	10	45	4
RCF814WCSDW	14	13	0
RCF832WCSDW	32	38	4
RRC X 20W CS D RRC 10 R W M W	30	4	0
SECS 15 U D W CS B PC	15	4	0
WPC 15 U T4 WCS B PC 20W	20	26	4
WPC 15 U T4 WCS B PC 2W	28	2	0
WPC 40 U T4 WCS B PC	100	1	0
WPC 40 U T4 WCS WHITE CR	70	8	0
WPC100UT4-WCSBPCCR	100	2	0

Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

D. Parameter Estimates

Of the parameters identified under the equations for energy savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include: burn hours, demand diversity factors, burnout rates, heating efficiency conversion factors, and cooling efficiency conversion factors. This information is provided below.

	Elec HVAC Factor	Gas HVAC Factor
Building	kWh	Therm
Bus Barn	0.0000	-0.0103
EHS	0.1683	-0.0105
EMS	0.1683	-0.0105
RCE	0.0000	-0.0103

	Elec HVAC Factor	Gas HVAC Factor
Building	kWh	Therm
SHE	0.0000	-0.0103

Building	Burnout Rate	Demand Diversity	Months of Demand
Bus Barn	5%	90%	10.50
EHS			
EMS			
RCE			
SHE			

Demand diversity and HVAC factors apply to interior lighting fixtures only.

All other details and parameters relating to the Option A Lighting scope are available in Schedule D Appendix 1.

D. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined in Schedule D, Energy, Water, and O&M Rate Data. The applicable marginal utility rates will be applied to the baseline and Performance Period energy use as determined in Paragraph B. Equation 7 will be used to compute the total cost savings for each Guarantee Year.

Equation 7 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of utility types

Non-Measured Savings

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings

- A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule C. Section B details the agreed upon savings by measure and by category.

- B. Annual Non-Measured Savings

Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. Savings will escalate annually in Guarantee Years 2-20 by 5%.

Utility Cost Savings Measure	Cost Savings
EHS BAS Replacement	\$10,453
EHS HVAC Upgrades	\$3,673
EHS Envelope Upgrades	\$5,413
EMS BAS Replacement	\$10,881
RCE BAS Replacement	\$3,577
RCE HVAC Replacement	\$1,631
RCE Envelope Upgrades	\$2,357
SHE BAS Replacement	\$1,651
SHE HVAC Upgrades	\$1,892
SHE Envelope Upgrades	\$4,256
EMS RTU Upgrades	\$40
Total	\$45,823

Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Excess Savings.

Operation and Maintenance Savings

The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. Savings will escalate annually in Guarantee Years 2-20 by 5%.

Operation and Maintenance Savings Measure	Cost Savings
HVAC	\$23,131
BAS	\$33,507
Lighting	\$21,148
Envelope	\$796
Telecom	\$18,432
Total	\$97,016

Customer Responsibilities For Performance Guarantee

General Responsibilities

Political Subdivision acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Political Subdivision agrees to undertake the following responsibilities:

Political Subdivision agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Political Subdivision facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Political Subdivision will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Political Subdivision will perform daily facilities monitoring and promptly review any alarm summaries.

Political Subdivision will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Political Subdivision will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Political Subdivision will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Political Subdivision on a time and materials basis.

Maintenance Responsibilities

Political Subdivision agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Political Subdivision agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Political Subdivision will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Political Subdivision must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Political Subdivision will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Political Subdivision refuse to perform the required maintenance as required in this Contract, ESCO and Political Subdivision shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to the Customer Responsibilities for Performance Guarantee., or (2) ESCO may terminate this Performance Guarantee and any and all obligations and liabilities of

ESCO associated therewith upon fifteen (15) days written notice.

Adjustment Responsibilities

In addition to the responsibilities of Political Subdivision set forth in this Schedule, Political Subdivision also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

Adjustment Schedule

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule D. A non-routine adjustment is required for any change outside of those explicitly defined in Schedule D that will impact the energy use or the verified savings under this Contract. It is Political Subdivision's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Political Subdivision's sole expense.

Customer Required Non-Routine Baseline Adjustment Responsibilities

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Political Subdivision fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

1. Addition of New Building or New Energy User

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule D must be sub-metered at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

2. Addition to Existing Building

- All utility services to the addition which affect the energy use of any meter included in Schedule D must be sub-metered at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

3. Renovation / Modification to Existing Building or Utility Service

- All utility services for the affected portion of the building must be sub-metered before and after the change until the effect on the energy consumption has been determined at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

4. Demolition / Abandonment of Existing Building or Utility Service

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

5. Re-commissioning of Out of Service Building

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on

the energy consumption has been determined at Political Subdivision's expense.

- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

6. Change in Occupancy

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total occupant count in the base year.

7. Change in Schedule

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

8. Change in Set-points

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: An average of 0.5° from the set-points defined in Schedule D.

9. Change in Operational Calendar

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

10. Change in Plug Load

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

11. Customer Initiated ECMs

- Political Subdivision must develop and execute an M&V plan at Political Subdivision's expense, which has been reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 2% of the projected savings on any affected meter.

12. Missing Bills

- Political Subdivision is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

13. Failure to Operate ECMs According to Operational and Design Intent

- Political Subdivision agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

14. Failure to Perform Project Specific Customer Responsibilities

- Political Subdivision agrees to perform the project specific Political Subdivision responsibilities as defined in the Customer Responsibilities for Performance Guarantee. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

15. Other Causes

- Any change that impacts the energy use on the meters defined in Schedule D that does not fit into any of the other categories may still require a non-routine baseline adjustment. Political Subdivision will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

Assumed Savings Procedure Adjustment

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
 - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule A., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

Estimated Savings Procedure Adjustment

- At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.

SCHEDULE D, EXHIBIT A: PERFORMANCE ASSURANCE SUPPORT SERVICES

SECTION 1 – SERVICES DURING INITIAL TERM

ESCO shall provide the Performance Assurance Support Services (the “Services”) defined below to Customer during the Initial Term as defined in Schedule B.

Contract Year 1

Training

Schneider Electric will provide 16 hours of On Site training. Customer will schedule training sessions at least 14 days in advance. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit. Customer will be responsible for providing access to the training location and paying for any fees associated with that location. The training location must include internet and Customer EMS access. Schneider Electric does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 23 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 23 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report will be delivered to Customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the energy savings and performance portal as data is received. This website contains charts and graphs showing the energy savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any

time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the energy savings and performance portal until the missing data is provided.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 2 site visits per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

Capital Asset Planning

Capital Asset Planning (CAP) includes extensive data collection and detailed analysis by a knowledgeable engineer of your HVAC systems. After the initial assessment and cataloging of your facilities into our managed cloud platform system, Schneider Electric will provide an analysis of current and future states for the facilities. Then, Schneider will create comprehensive reporting with detailed recommendations for your future facility strategic plans.

In addition to maintaining the subscription of your capital asset storage and tracking through our system, Schneider Electric will periodically update the database with added or removed assets that we are notified of by the staff. Schneider Electric will work collaboratively to analyze your tracked assets in order to help build a greater understanding of equipment lifespan, the current preventative maintenance strategies, establish a plan around potential improvement opportunities with the preventative maintenance approach, and assist in forecasting when equipment may need to be serviced or replaced.

Contract Year 2

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 23 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 23 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report will be delivered to Customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring

remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the energy savings and performance portal as data is received. This website contains charts and graphs showing the energy savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the energy savings and performance portal until the missing data is provided.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 2 site visits per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

Capital Asset Planning

Capital Asset Planning (CAP) includes extensive data collection and detailed analysis by a knowledgeable engineer of your HVAC systems. After the initial assessment and cataloging of your facilities into our managed cloud platform system, Schneider Electric will provide an analysis of current and future states for the facilities. Then, Schneider will create comprehensive reporting with detailed recommendations for your future facility strategic plans.

In addition to maintaining the subscription of your capital asset storage and tracking through our system, Schneider Electric will periodically update the database with added or removed assets that we are notified of by the staff. Schneider Electric will work collaboratively to analyze your tracked assets in order to help build a greater understanding of equipment lifespan, the current preventative maintenance strategies, establish a plan around potential improvement opportunities with the preventative maintenance approach, and assist in forecasting when equipment may need to be serviced or replaced.

Contract Year 3

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 23 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 23 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of

the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report will be delivered to Customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the energy savings and performance portal as data is received. This website contains charts and graphs showing the energy savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the energy savings and performance portal until the missing data is provided.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 2 site visits per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

Capital Asset Planning

Capital Asset Planning (CAP) includes extensive data collection and detailed analysis by a knowledgeable engineer of your HVAC systems. After the initial assessment and cataloging of your facilities into our managed cloud platform system, Schneider Electric will provide an analysis of current and future states for the facilities. Then, Schneider will create comprehensive reporting with detailed recommendations for your future facility strategic plans.

In addition to maintaining the subscription of your capital asset storage and tracking through our system, Schneider Electric will periodically update the database with added or removed assets that we are notified of by the staff. Schneider Electric will work collaboratively to analyze your tracked assets in order to help build a greater understanding of equipment lifespan, the current preventative maintenance strategies, establish a plan around potential improvement opportunities with the preventative maintenance approach, and assist in forecasting when equipment may need to be serviced or replaced.

SECTION 2 – SERVICES AFTER INITIAL TERM

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) renew the same level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this PASS Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

Contract Year 4 – \$26,177 (proposed)

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 23 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 23 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

Remote System Monitoring & Reporting

Schneider Electric will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report will be delivered to Customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the energy savings and performance portal as data is received. This website contains charts and graphs showing the energy savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the energy savings and performance portal until the missing data is provided.

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 2 site visits per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14

days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

Capital Asset Planning

Capital Asset Planning (CAP) includes extensive data collection and detailed analysis by a knowledgeable engineer of your HVAC systems. After the initial assessment and cataloging of your facilities into our managed cloud platform system, Schneider Electric will provide an analysis of current and future states for the facilities. Then, Schneider will create comprehensive reporting with detailed recommendations for your future facility strategic plans.

In addition to maintaining the subscription of your capital asset storage and tracking through our system, Schneider Electric will periodically update the database with added or removed assets that we are notified of by the staff. Schneider Electric will work collaboratively to analyze your tracked assets in order to help build a greater understanding of equipment lifespan, the current preventative maintenance strategies, establish a plan around potential improvement opportunities with the preventative maintenance approach, and assist in forecasting when equipment may need to be serviced or replaced.

Schedule D, Appendix 1, Additional M&V Lighting Scope of Work Detail

Building Name	Room	Int/Ext	Pre Fixture Name	Pre Burn Hours	Pre Quantity	Pre Wattage	Post Fixture Name	Post Burn Hours	Post Quantity	Post Wattage
Bus Barn	Break Room	Interior	4'-W-4L-4'-F40T12	2,400	7	144	(3) L11.5 T8 DE 4 40-CG4	2,400	7	34.5
Bus Barn	Office 1	Interior	4'-AW-2L-4'-TLED-18W	2,400	1	36	Already LED 36	1,920	1	36
Bus Barn	Office 1	Interior	10w LED screw in	2,400	2	10	Already LED 10	1,920	2	10
Bus Barn	Office 2	Interior	4'-AW-4L-4'-F32T8	2,400	1	118	(3) L11.5 T8 DE 4 40-CG4	2,400	1	34.5
Bus Barn	Break Room	Interior	4'-AW-4L-4'-F32T8	2,400	3	118	(3) L11.5 T8 DE 4 40-CG4	2,400	3	34.5
Bus Barn	Office 3	Interior	4'-AW-2L-4'-TLED-18W	2,400	1	36	Already LED 36	1,920	1	36
Bus Barn	Office 3	Interior	10w LED screw in	2,400	2	10	Already LED 10	1,920	2	10
Bus Barn	Restroom	Interior	10w LED screw in	2,400	1	10	Already LED 10	1,920	1	10
Bus Barn	Warehouse	Interior	8'-S-2L-4'-TLED-18W	2,400	19	36	Already LED 36	2,400	19	36
Bus Barn	Storage	Interior	8'-S-2L-4'-TLED-18W	2,400	9	36	Already LED 36	1,920	9	36
Bus Barn	Storage office	Interior	4'-AW-4L-4'-F32T8	2,400	2	118	(3) L11.5 T8 DE 4 40-CG4	1,920	2	34.5
Bus Barn	Office	Interior	2x4T-3L-4'-F32T8	2,400	1	89	(3) L11.5 T8 DE 4 40-CG4	1,920	1	34.5
Bus Barn	Office	Interior	4'-2L-4'-F34T12	2,400	1	72	(2) L11.5 T8 DE 4 40-CG4	1,920	1	23
Bus Barn	Restroom	Interior	DR-2L-Spiral-CFL-13W	2,400	1	26	LED12FMD-96L9CCT5	1,920	1	12
Bus Barn	Upstairs	Interior	8'-S-2L-4'-TLED-18W	2,400	1	36	Already LED 36	2,400	1	36
Bus Barn	Upstairs	Interior	A19-INC-60W	2,400	2	60	A19-10-E26-840-DIM	2,400	2	10
Bus Barn	Exterior	Exterior	Led wall pack 30w	4,380	5	30	Already LED 30	4,380	5	30
Bus Barn	Exterior	Exterior	500w quartz	4,380	1	500	WPC100U4-WCSBPCCR	4,380	1	100
Bus Barn	Exterior	Exterior	SB-AR-1L-HID-CMH-250W	4,380	3	295	M100U4W-CSBACR RPC (PCTL-UNV)	4,380	2	100
Bus Barn	Exterior	Exterior	AR-1L-HID-MH-175W	4,380	1	188	LED-FXSECS38/40K	4,380	1	38
Bus Barn	Exterior	Exterior	No fixture	4,380	0	0	M150U3G-CSBTCRRPC	4,380	2	150
Bus Barn	Exit Fixtures	Interior	Pre-Retro Exit Light	8,760	4	25	LED Exit Light	8,760	4	2.5
EHS	Exterior Lighting	Exterior	SB-AR-1L-HID-MH-400W	4,380	34	458	M 200 U 3M CS A CR PRC (PCTL-UNV)	4,380	34	200
EHS	Exterior Lighting	Exterior	Decorative Pole light LED 80w corn cob	4,380	21	80	Already LED 80	4,380	21	80
EHS	Exterior Lighting	Exterior	FC-WP-1L-HID-CMH-50W	4,380	13	72	WPC 15 U T4 WCS B PC 20W	4,380	13	20
EHS	Exterior Lighting	Exterior	150W LED	4,380	2	150	Already LED 150	4,380	2	150
EHS	Exterior Lighting	Exterior	1L-HID-CMH-70W	4,380	3	95	WPC 15 U T4 WCS B PC 20W	4,380	3	20
EHS	Exterior Lighting	Exterior	FC-WP-1L-HID-MH-400W	4,380	10	458	Already LED 458	4,380	10	458
EHS	Exterior Lighting	Exterior	FL-1L-HID-MH-70W	4,380	4	95	WPC 15 U T4 WCS B PC 20W	4,380	4	20
EHS	Exterior Lighting	Exterior	FC-WP-1L-HID-CMH-50W	4,380	5	72	WPC 15 U T4 WCS B PC 20W	4,380	5	20
EHS	C117	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,685	1	34.5
EHS	C117	Interior	4'-2L-4'-F32T8	2,685	12	59	(2) L11.5 T8 DE 4 40-CG4	2,685	12	23
EHS	C118	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,685	16	34.5
EHS	C118	Interior	2x2T-4L-2'-F17T8	2,685	4	61	(3) L9T8DE240-CG4	2,685	4	27
EHS	C118A	Interior	2x4T-3L-4'-F32T8	2,685	4	89	(3) L11.5 T8 DE 4 40-CG4	2,685	4	34.5
EHS	C116	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C119	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,685	16	34.5
EHS	C119	Interior	2x2T-4L-2'-F17T8	2,685	4	61	(3) L9T8DE240-CG4	2,685	4	27
EHS	C111	Interior	2x4T-3L-4'-F32T8	2,685	13	89	(3) L11.5 T8 DE 4 40-CG4	2,685	13	34.5
EHS	C111	Interior	2x2T-3L-2'-F17T8	2,685	2	47	(3) L9T8DE240-CG4	2,685	2	27
EHS	CRed	Interior	2x4T-3L-4'-F32T8	2,685	3	89	(3) L11.5 T8 DE 4 40-CG4	2,148	3	34.5
EHS	C108	Interior	2x4T-3L-4'-F32T8	2,685	8	89	(3) L11.5 T8 DE 4 40-CG4	2,685	8	34.5
EHS	C108B Womens Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	C110 Storage	Interior	2x4T-3L-4'-F32T8	2,338	3	89	(3) L11.5 T8 DE 4 40-CG4	1,870	3	34.5
EHS	C108A Mens Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	C120 Boys Restroom	Interior	4'-2L-4'-F32T8	6,366	8	59	(2) L11.5 T8 DE 4 40-CG4	5,093	8	23
EHS	C121 Girls Restroom	Interior	4'-2L-4'-F32T8	6,366	11	59	(2) L11.5 T8 DE 4 40-CG4	5,093	11	23
EHS	Display case lighting	Interior	4'-1L-4'-F32T8	1,578	8	30	L11.5 T8 DE 4 40-CG4	1,578	8	11.5
EHS	C115	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C114	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,685	1	34.5
EHS	C114	Interior	4'-2L-4'-F32T8	2,685	12	59	(2) L11.5 T8 DE 4 40-CG4	2,685	12	23
EHS	C113	Interior	2x4T-3L-4'-F32T8	2,685	11	89	(3) L11.5 T8 DE 4 40-CG4	2,685	11	34.5

EHS	C113	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C112	Interior	2x4T-3L-4'-F32T8	2,685	11	89	(3) L11.5 T8 DE 4 40-CG4	2,685	11	34.5
EHS	C112	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C109	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C107 custodial	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,136	1	23
EHS	C106	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,685	2	34.5
EHS	C106A	Interior	4'-2L-4'-F32T8	2,685	2	59	(2) L11.5 T8 DE 4 40-CG4	2,685	2	23
EHS	C105 Storage	Interior	4'-2L-4'-F32T8	2,671	2	59	(2) L11.5 T8 DE 4 40-CG4	2,136	2	23
EHS	C103	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,685	2	34.5
EHS	C104	Interior	4'-2L-4'-F32T8	2,685	7	59	(2) L11.5 T8 DE 4 40-CG4	2,685	7	23
EHS	C104	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C104A Conference	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	C104B Restroom	Interior	4'-2L-4'-F32T8	6,366	2	59	(2) L11.5 T8 DE 4 40-CG4	5,093	2	23
EHS	O-7 Health	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,685	2	34.5
EHS	O-7 Health	Interior	4'-2L-4'-F32T8	2,685	3	59	(2) L11.5 T8 DE 4 40-CG4	2,685	3	23
EHS	O-7B Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	O-7A	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	C102	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C102	Interior	2x4T-3L-4'-F32T8	2,685	15	89	(3) L11.5 T8 DE 4 40-CG4	2,685	15	34.5
EHS	C102A	Interior	2x2T-4L-2'-F17T8	2,685	4	61	(3) L9T8DE240-CG4	2,148	4	27
EHS	O-5 Counseling Office	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,148	16	34.5
EHS	O-5 Counseling Office	Interior	2x2T-3L-2'-F17T8	2,685	3	47	(3) L9T8DE240-CG4	2,148	3	27
EHS	O-4 Workroom	Interior	2x4T-3L-4'-F32T8	2,685	6	89	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
EHS	O-4A Mens	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	O-4B Womens	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	O-6 Registration	Interior	4'-2L-4'-F32T8	2,685	2	59	(2) L11.5 T8 DE 4 40-CG4	2,148	2	23
EHS	O-6 Registration	Interior	8"RC-2L-HPL-CFL-26W	2,685	2	50	RCF832WCSDW	2,148	2	32
EHS	O-8 Storage	Interior	4'-2L-4'-F32T8	2,671	2	59	(2) L11.5 T8 DE 4 40-CG4	2,136	2	23
EHS	O-9 Counselor	Interior	2x2T-3L-2'-F17T8	2,685	4	47	(3) L9T8DE240-CG4	2,148	4	27
EHS	O-10 Counseling	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	O-11 Counseling	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	O-16 counseling	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	O-17 conference	Interior	2x4T-3L-4'-F32T8	2,685	6	89	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
EHS	O-13 AP	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	O-14 AP	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	O-15 Principal reception	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	Principals office	Interior	6"RC-1L-Screw-In-HAL-75W	2,685	6	75	RCF610WCSDW	2,148	6	10
EHS	O-12 Office	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	O-2 Attendance	Interior	2x2T-3L-2'-F17T8	2,685	4	47	(3) L9T8DE240-CG4	2,148	4	27
EHS	O-3 Business	Interior	2x2T-3L-2'-F17T8	2,685	4	47	(3) L9T8DE240-CG4	2,148	4	27
EHS	C101	Interior	2x4T-3L-4'-F32T8	2,685	15	89	(3) L11.5 T8 DE 4 40-CG4	2,685	15	34.5
EHS	C101	Interior	2x2T-3L-2'-F17T8	2,685	2	47	(3) L9T8DE240-CG4	2,685	2	27
EHS	C101A Office	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	C101B Fabrication Shop	Interior	2x4T-4L-4'-F32T8	2,685	12	112	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C101C Storage	Interior	4'-2L-4'-F32T8	2,338	2	59	(2) L11.5 T8 DE 4 40-CG4	1,870	2	23
EHS	C100 Elevator Equipment Room	Interior	4'-2L-4'-F32T8	2,338	1	59	(2) L11.5 T8 DE 4 40-CG4	1,870	1	23
EHS	Hallway Classroom Side of School	Interior	2x4T-3L-4'-F32T8	6,366	45	89	(3) L11.5 T8 DE 4 40-CG4	6,366	45	34.5
EHS	Hallway Classroom Side of School	Interior	8"RC-2L-HPL-CFL-26W	6,366	4	50	RCF832WCSDW	6,366	4	32
EHS	Hallway Classroom Side of School	Interior	4'-1L-4'-F32T8	6,366	4	30	L11.5 T8 DE 4 40-CG4	6,366	4	11.5
EHS	Hallway Classroom Side of School	Interior	Wall Sconce 2Bulb 26W CFL	6,366	16	50	(2) PLC-7-O-840-HYB	6,366	16	14
EHS	C217	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,685	1	34.5
EHS	C217	Interior	4'-2L-4'-F32T8	2,685	12	59	(2) L11.5 T8 DE 4 40-CG4	2,685	12	23
EHS	C218	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,685	16	34.5

EHS	C218	Interior	2x2T-4L-2'-F17T8	2,685	4	61	(3) L9T8DE240-CG4	2,685	4	27
EHS	C218A	Interior	2x4T-3L-4'-F32T8	2,685	4	89	(3) L11.5 T8 DE 4 40-CG4	2,685	4	34.5
EHS	C216	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C219	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,685	16	34.5
EHS	C219	Interior	2x2T-4L-2'-F17T8	2,685	4	61	(3) L9T8DE240-CG4	2,685	4	27
EHS	C211	Interior	2x4T-3L-4'-F32T8	2,685	13	89	(3) L11.5 T8 DE 4 40-CG4	2,685	13	34.5
EHS	C211	Interior	2x2T-3L-2'-F17T8	2,685	2	47	(3) L9T8DE240-CG4	2,685	2	27
EHS	CBlue Conference	Interior	2x4T-3L-4'-F32T8	2,685	3	89	(3) L11.5 T8 DE 4 40-CG4	2,148	3	34.5
EHS	C208	Interior	2x4T-3L-4'-F32T8	2,685	8	89	(3) L11.5 T8 DE 4 40-CG4	2,685	8	34.5
EHS	C208A Mens Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	C210 Storage	Interior	2x4T-3L-4'-F32T8	2,671	2	89	(3) L11.5 T8 DE 4 40-CG4	2,671	2	34.5
EHS	C208B Womens Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	C219	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,685	16	34.5
EHS	C219	Interior	2x2T-4L-2'-F17T8	2,685	4	61	(3) L9T8DE240-CG4	2,685	4	27
EHS	C321 Boys	Interior	4'-2L-4'-F32T8	6,366	8	59	(2) L11.5 T8 DE 4 40-CG4	5,093	8	23
EHS	C230 Girls restroom	Interior	4'-2L-4'-F32T8	6,366	8	59	(2) L11.5 T8 DE 4 40-CG4	5,093	8	23
EHS	C308 Workroom	Interior	2x4T-3L-4'-F32T8	2,685	8	89	(3) L11.5 T8 DE 4 40-CG4	2,148	8	34.5
EHS	C308 Workroom	Interior	8'-S-4L-4'-F32T8	2,685	1	118	(4) L11.5 T8 DE 4 40-CG4	2,148	1	46
EHS	C308A Womens Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	C308B Mens Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	C310	Interior	4'-2L-4'-F32T8	2,671	3	59	(2) L11.5 T8 DE 4 40-CG4	2,136	3	23
EHS	C319	Interior	2x4T-3L-4'-F32T8	2,685	16	89	(3) L11.5 T8 DE 4 40-CG4	2,685	16	34.5
EHS	C318A	Interior	2x4T-3L-4'-F32T8	2,685	4	89	(3) L11.5 T8 DE 4 40-CG4	2,685	4	34.5
EHS	CGreen Conference	Interior	2x4T-3L-4'-F32T8	2,685	3	89	(3) L11.5 T8 DE 4 40-CG4	2,148	3	34.5
EHS	C311	Interior	2x4T-3L-4'-F32T8	2,685	13	89	(3) L11.5 T8 DE 4 40-CG4	2,685	13	34.5
EHS	C318	Interior	2x4T-3L-4'-F32T8	2,685	15	89	(3) L11.5 T8 DE 4 40-CG4	2,685	15	34.5
EHS	C316	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C317	Interior	4'-2L-4'-F32T8	2,685	12	59	(2) L11.5 T8 DE 4 40-CG4	2,685	12	23
EHS	C315	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C314	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,685	1	34.5
EHS	C314	Interior	4'-2L-4'-F32T8	2,685	12	59	(2) L11.5 T8 DE 4 40-CG4	2,685	12	23
EHS	C313	Interior	2x4T-3L-4'-F32T8	2,685	11	89	(3) L11.5 T8 DE 4 40-CG4	2,685	11	34.5
EHS	C313	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C312	Interior	2x4T-3L-4'-F32T8	2,685	11	89	(3) L11.5 T8 DE 4 40-CG4	2,685	11	34.5
EHS	C312	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C310A	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,136	1	23
EHS	C309	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C209A	Interior	2x4T-3L-4'-F32T8	2,685	4	89	(3) L11.5 T8 DE 4 40-CG4	2,148	4	34.5
EHS	C209	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C210A Custodial	Interior	4'-2L-4'-F32T8	2,908	1	59	(2) L11.5 T8 DE 4 40-CG4	2,326	1	23
EHS	C212	Interior	2x4T-3L-4'-F32T8	2,685	11	89	(3) L11.5 T8 DE 4 40-CG4	2,685	11	34.5
EHS	C212	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C213	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	C213	Interior	2x4T-3L-4'-F32T8	2,685	11	89	(3) L11.5 T8 DE 4 40-CG4	2,685	11	34.5
EHS	C214	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,685	1	34.5
EHS	C214	Interior	4'-2L-4'-F32T8	2,685	12	59	(2) L11.5 T8 DE 4 40-CG4	2,685	12	23
EHS	C215	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	C305 Electrical	Interior	4'-2L-4'-F32T8	2,338	2	59	(2) L11.5 T8 DE 4 40-CG4	2,338	2	23
EHS	C207 learning center	Interior	4'-2L-4'-F32T8	2,685	8	59	(2) L11.5 T8 DE 4 40-CG4	2,148	8	23
EHS	C207 learning center	Interior	2x4T-3L-4'-F32T8	2,685	6	89	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
EHS	C207 learning center	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,148	1	27
EHS	C206	Interior	2x4T-3L-4'-F32T8	4,200	4	89	(3) L11.5 T8 DE 4 40-CG4	3,360	4	34.5
EHS	C303	Interior	2x4T-3L-4'-F32T8	2,685	10	89	(3) L11.5 T8 DE 4 40-CG4	2,685	10	34.5

EHS	C303	Interior	2x2T-3L-2'-F17T8	2,685	1	47	(3) L9T8DE240-CG4	2,685	1	27
EHS	C302 Art	Interior	2x4T-3L-4'-F32T8	2,685	14	89	(3) L11.5 T8 DE 4 40-CG4	2,685	14	34.5
EHS	C302 Art	Interior	6"RC-1L-Screw-In-HAL-75W	2,685	8	75	RCF610WCSDW	2,685	8	10
EHS	C301B	Interior	4'-2L-4'-F32T8	2,338	4	59	(2) L11.5 T8 DE 4 40-CG4	2,338	4	23
EHS	C301C	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	C301 Art	Interior	2x4T-3L-4'-F32T8	2,685	15	89	(3) L11.5 T8 DE 4 40-CG4	2,685	15	34.5
EHS	C301A	Interior	4'-2L-4'-F32T8	2,685	1	59	(2) L11.5 T8 DE 4 40-CG4	2,685	1	23
EHS	Upstairs Hallway Classroom Side	Interior	2x4T-3L-4'-F32T8	6,366	68	89	(3) L11.5 T8 DE 4 40-CG4	6,366	68	34.5
EHS	Upstairs Hallway Classroom Side	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	6,366	1	23
EHS	Upstairs Hallway Classroom Side	Interior	8"RC-2L-HPL-CFL-26W	6,366	23	50	RCF832WCSDW	6,366	23	32
EHS	Upstairs Hallway Classroom Side	Interior	TR-1L-PAR20-HAL-60W	6,366	22	60	PAR20-7-930-40D-DIM	6,366	22	7
EHS	Upstairs Hallway Classroom Side	Interior	4'-1L-4'-F32T8	6,366	6	30	L11.5 T8 DE 4 40-CG4	6,366	6	11.5
EHS	Display Case Lighting	Interior	4'-1L-4'-F32T8	1,388	2	30	L11.5 T8 DE 4 40-CG4	1,388	2	11.5
EHS	Display Case Lighting	Interior	3'-S-1L-3'-F25T8	2,338	5	24	L12T8DE340-CG4	2,338	5	12
EHS	Media Center	Interior	2x4T-3L-4'-F32T8	2,338	24	89	(3) L11.5 T8 DE 4 40-CG4	2,338	24	34.5
EHS	Media Center	Interior	2x2T-3L-2'-F17T8	2,671	6	47	(3) L9T8DE240-CG4	2,671	6	27
EHS	Media Center	Interior	4'-3L-4'-F32T8	2,671	18	89	(3) L11.5 T8 DE 4 40-CG4	2,671	18	34.5
EHS	Media Center	Interior	175W Metal Halide 4 Lamp Chandelier	2,671	1	860	(4) LED-8024M345-G7-FW	2,671	1	240
EHS	Media Center	Interior	FC-WP-1L-HID-HPS-175W	2,671	8	188	WPC 40 U T4 WCS WHITE CR	2,671	8	70
EHS	C205	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	C204	Interior	2x4T-3L-4'-F32T8	2,685	5	89	(3) L11.5 T8 DE 4 40-CG4	2,685	5	34.5
EHS	C204	Interior	2x2T-3L-2'-F17T8	2,685	1	47	(3) L9T8DE240-CG4	2,685	1	27
EHS	C204A	Interior	4'-2L-4'-F32T8	2,685	1	59	(2) L11.5 T8 DE 4 40-CG4	2,148	1	23
EHS	C204B	Interior	4'-2L-4'-F32T8	2,685	2	59	(2) L11.5 T8 DE 4 40-CG4	2,148	2	23
EHS	C204C utility	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,136	1	23
EHS	C203 office	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	C201 Office	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	C202 Office	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	Main Entrance	Interior	12 inch can light 60w LED downlight	6,366	6	60	Already LED 60	6,366	6	60
EHS	Main Entrance	Interior	8"RC-2L-HPL-CFL-26W	6,366	7	50	RCF832WCSDW	6,366	7	32
EHS	Main Entrance	Interior	Wall Sconce 2Bulb 26W CFL	6,366	4	50	(2) PLC-7-O-840-HYB	6,366	4	14
EHS	Main Entrance	Interior	400w chandelier	6,366	2	400	LED-8024M345-G7-FW	6,366	2	60
EHS	Main Entrance	Interior	2x2T-4L-2'-F17T8	6,366	3	61	(3) L9T8DE240-CG4	6,366	3	27
EHS	Display lighting	Interior	4'-1L-4'-F32T8	2,671	4	30	L11.5 T8 DE 4 40-CG4	2,671	4	11.5
EHS	Cafetorium	Interior	2x2T-4L-2'-F17T8	2,671	16	61	(3) L9T8DE240-CG4	2,671	16	27
EHS	Cafetorium	Interior	2x2T-3L-22"x1.625"-F32T8/UTF	2,671	19	90	(3) KT-LED15T8-U1G-840-D	2,671	19	45
EHS	Cafetorium	Interior	2x2T-3L-22"x1.625"-F32T8/UTF	2,671	16	90	(3) KT-LED15T8-U1G-840-D	2,671	16	45
EHS	Cafetorium	Interior	250W 8"RC-1L-HID-CMH	2,671	45	295	LRXR840830PH	2,671	45	41
EHS	Cafetorium	Interior	4'-1L-4'-F32T8	2,671	6	30	L11.5 T8 DE 4 40-CG4	2,671	6	11.5
EHS	B100A Storage	Interior	4'-2L-4'-F32T8	2,671	5	59	(2) L11.5 T8 DE 4 40-CG4	2,671	5	23
EHS	B100C Theatre upstairs and storage	Interior	8'-IND-3L-8'-F110T12/HO	2,671	3	319	KT-LED21T8-96P1S-840-D /G2	2,671	3	63
EHS	Stage Fluorescent	Interior	8'-IND-3L-8'-F59T8	6,366	9	210	KT-LED21T8-96P1S-840-D /G2	6,366	9	63
EHS	Paint and Build For Theatre	Interior	8'-IND-3L-8'-F59T8	2,685	6	210	KT-LED21T8-96P1S-840-D /G2	2,685	6	63
EHS	B100D Control Room	Interior	2x4T-3L-4'-F32T8	2,671	2	89	(3) L11.5 T8 DE 4 40-CG4	2,671	2	34.5
EHS	B100D Control Room	Interior	TR-1L-PAR20-HAL-50W	2,338	4	50	PAR20-7-930-40D-DIM	2,338	4	7
EHS	B112 Kitchen	Interior	2x2T-4L-2'-F17T8	1,578	2	61	(3) L9T8DE240-CG4	1,578	2	27
EHS	B112 Kitchen	Interior	2x4T-4L-4'-F32T8	2,908	21	112	(3) L11.5 T8 DE 4 40-CG4	2,908	21	34.5
EHS	Freezer #1	Interior	10w LED screw in	1,388	2	10	Already LED 10	1,388	2	10
EHS	Freezer #2	Interior	10w LED screw in	4,599	1	10	Already LED 10	4,599	1	10
EHS	B112D Office	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	B112A Laundry	Interior	2x4T-3L-4'-F32T8	4,599	1	89	(3) L11.5 T8 DE 4 40-CG4	3,679	1	34.5
EHS	B112B Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	B112C Dry Food	Interior	2x4T-3L-4'-F32T8	2,671	2	89	(3) L11.5 T8 DE 4 40-CG4	2,136	2	34.5

EHS	Hood Lights	Interior	4'-2L-4'-F32T8	1,578	2	59	(2) L11.5 T8 DE 4 40-CG4	1,578	2	23
EHS	B112 Kitchen	Interior	8"RC-2L-HPL-CFL-13W	1,578	6	28	RCF814WCSDW	1,578	6	14
EHS	B111 Student Store	Interior	2x4T-3L-4'-F32T8	2,685	1	89	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	B113 Custodial	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,136	1	23
EHS	B110 Concessions	Interior	2x4T-3L-4'-F32T8	1,578	2	89	(3) L11.5 T8 DE 4 40-CG4	1,262	2	34.5
EHS	B110 Concessions	Interior	2x2T-4L-2'-F17T8	1,578	1	61	(3) L9T8DE240-CG4	1,262	1	27
EHS	B110 Concessions	Interior	8"RC-2L-HPL-CFL-13W	1,578	3	28	RCF814WCSDW	1,262	3	14
EHS	B100 Commons Hallway	Interior	2x4T-4L-4'-F32T8	6,366	5	112	(3) L11.5 T8 DE 4 40-CG4	6,366	5	34.5
EHS	B100 Commons Hallway	Interior	2x2T-4L-2'-F17T8	6,366	2	61	(3) L9T8DE240-CG4	6,366	2	27
EHS	Second Entrance	Interior	12 inch can light 60w LED downlight	6,366	10	60	Already LED 60	6,366	10	60
EHS	Second Entrance	Interior	2x2T-3L-2'-F17T8	6,366	2	47	(3) L9T8DE240-CG4	6,366	2	27
EHS	Display Case Lighting	Interior	4'-1L-4'-F32T8	1,578	12	30	L11.5 T8 DE 4 40-CG4	1,578	12	11.5
EHS	B109 IDF	Interior	4'-2L-4'-F32T8	2,685	2	59	(2) L11.5 T8 DE 4 40-CG4	2,148	2	23
EHS	B103	Interior	2x4T-3L-4'-F32T8	2,685	7	89	(3) L11.5 T8 DE 4 40-CG4	2,685	7	34.5
EHS	B103	Interior	2x2T-4L-2'-F17T8	2,685	1	61	(3) L9T8DE240-CG4	2,685	1	27
EHS	B103A	Interior	2x4T-3L-4'-F32T8	2,671	4	89	(3) L11.5 T8 DE 4 40-CG4	2,136	4	34.5
EHS	B103B Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	Mech Room	Interior	4'-2L-4'-F32T8	2,671	9	59	(2) L11.5 T8 DE 4 40-CG4	2,671	9	23
EHS	B104	Interior	2x4T-3L-4'-F32T8	2,685	12	89	(3) L11.5 T8 DE 4 40-CG4	2,685	12	34.5
EHS	B104	Interior	2x2T-4L-2'-F17T8	2,685	2	61	(3) L9T8DE240-CG4	2,685	2	27
EHS	B104A Office	Interior	4'-2L-4'-F32T8	2,685	4	59	(2) L11.5 T8 DE 4 40-CG4	2,148	4	23
EHS	B104B Practice Hall	Interior	2x4T-3L-4'-F32T8	6,366	1	89	(3) L11.5 T8 DE 4 40-CG4	6,366	1	34.5
EHS	Practice Room C	Interior	4'-2L-4'-F32T8	2,685	2	59	(2) L11.5 T8 DE 4 40-CG4	2,148	2	23
EHS	Practice Room B	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	Storage	Interior	4'-2L-4'-F32T8	2,671	2	59	(2) L11.5 T8 DE 4 40-CG4	2,136	2	23
EHS	B106 Hallway	Interior	4'-2L-4'-F32T8	6,366	3	59	(2) L11.5 T8 DE 4 40-CG4	6,366	3	23
EHS	B107D Boys Dressing Room	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	B107D Boys Dressing Room	Interior	A15-INC-40W	2,685	30	40	A19-10-E26-830-DIM	2,148	30	10
EHS	B107E Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	B107A Girls Dressing Room	Interior	2x4T-3L-4'-F32T8	6,366	2	89	(3) L11.5 T8 DE 4 40-CG4	6,366	2	34.5
EHS	B107A Girls Dressing Room	Interior	A15-INC-40W	6,366	30	40	A19-10-E26-830-DIM	6,366	30	10
EHS	B107B Girls Restroom	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	B107C Office	Interior	4'-2L-4'-F32T8	2,685	2	59	(2) L11.5 T8 DE 4 40-CG4	2,148	2	23
EHS	B108	Interior	2x4T-3L-4'-F32T8	2,685	25	89	(3) L11.5 T8 DE 4 40-CG4	2,685	25	34.5
EHS	Practice Room A	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	Lockers	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	B108A Storage	Interior	2x4T-3L-4'-F32T8	2,671	2	89	(3) L11.5 T8 DE 4 40-CG4	2,136	2	34.5
EHS	B107	Interior	2x4T-3L-4'-F32T8	2,685	9	89	(3) L11.5 T8 DE 4 40-CG4	2,685	9	34.5
EHS	B107	Interior	TR-1L-PAR38-HAL-90W	2,685	5	90	PAR38-12-930-40D-DIM	2,685	5	12
EHS	Gym Hallway	Interior	2x4T-3L-4'-F32T8	6,366	2	89	(3) L11.5 T8 DE 4 40-CG4	6,366	2	34.5
EHS	A101 Boys Restroom	Interior	4'-2L-4'-F32T8	6,366	8	59	(2) L11.5 T8 DE 4 40-CG4	5,093	8	23
EHS	A102 Girls Restroom	Interior	4'-2L-4'-F32T8	6,366	9	59	(2) L11.5 T8 DE 4 40-CG4	5,093	9	23
EHS	Gym	Interior	150W LED	4,200	58	150	ABV4 0 24 48 WD NA 42 B WHITE	4,200	58	135
EHS	Gym	Interior	4'-2L-4'-F32T8	4,200	8	59	(2) L11.5 T8 DE 4 40-CG4	4,200	8	23
EHS	A100B Storage	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,671	1	23
EHS	Back Gym Entrance	Interior	2x4T-3L-4'-F32T8	6,366	1	89	(3) L11.5 T8 DE 4 40-CG4	6,366	1	34.5
EHS	Back Sports Hallway	Interior	4'-2L-4'-F32T8	6,366	4	59	(2) L11.5 T8 DE 4 40-CG4	6,366	4	23
EHS	Back Sports Hallway	Interior	2x4T-3L-4'-F32T8	6,366	9	89	(3) L11.5 T8 DE 4 40-CG4	6,366	9	34.5
EHS	A113 Custodial	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,136	1	23
EHS	A111	Interior	4'-2L-4'-F32T8	2,685	4	59	(2) L11.5 T8 DE 4 40-CG4	2,685	4	23
EHS	A110A changing Room	Interior	2x4T-4L-4'-F32T8	2,685	1	112	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
EHS	A110A changing Room	Interior	4'-2L-4'-F32T8	6,366	2	59	(2) L11.5 T8 DE 4 40-CG4	6,366	2	23
EHS	A110 Office	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5

EHS	A108 Training	Interior	2x4T-3L-4'-F32T8	2,685	6	89	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
EHS	A112 Locker Room	Interior	4'-2L-4'-F32T8	6,366	2	59	(2) L11.5 T8 DE 4 40-CG4	5,093	2	23
EHS	A112 Locker Room	Interior	2x4T-4L-4'-F32T8	6,366	12	112	(3) L11.5 T8 DE 4 40-CG4	5,093	12	34.5
EHS	Locker Room Restroom	Interior	4'-2L-4'-F32T8	6,366	6	59	(2) L11.5 T8 DE 4 40-CG4	5,093	6	23
EHS	Second half of locker room	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	Second half of locker room	Interior	2x4T-4L-4'-F32T8	6,366	8	112	(3) L11.5 T8 DE 4 40-CG4	5,093	8	34.5
EHS	A114Weight Room	Interior	2x4T-4L-4'-F32T8	4,200	23	112	(3) L11.5 T8 DE 4 40-CG4	3,360	23	34.5
EHS	A114Weight Room	Interior	2x2T-4L-2'-F17T8	4,200	1	61	(3) L9T8DE240-CG4	3,360	1	27
EHS	A107 Storage	Interior	2x4T-3L-4'-F32T8	2,671	9	89	(3) L11.5 T8 DE 4 40-CG4	2,671	9	34.5
EHS	A105 Girls Athletic Office	Interior	2x4T-3L-4'-F32T8	2,685	2	89	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
EHS	A103A Changing Room	Interior	4'-2L-4'-F32T8	6,366	2	59	(2) L11.5 T8 DE 4 40-CG4	5,093	2	23
EHS	A103A Changing Room	Interior	2x4T-4L-4'-F32T8	6,366	1	112	(3) L11.5 T8 DE 4 40-CG4	5,093	1	34.5
EHS	A103 Office	Interior	4'-2L-4'-F32T8	2,685	4	59	(2) L11.5 T8 DE 4 40-CG4	2,148	4	23
EHS	A106 Girls Locker Room	Interior	4'-2L-4'-F32T8	6,366	2	59	(2) L11.5 T8 DE 4 40-CG4	5,093	2	23
EHS	A106 Girls Locker Room	Interior	2x4T-4L-4'-F32T8	6,366	7	112	(3) L11.5 T8 DE 4 40-CG4	5,093	7	34.5
EHS	A104A restrooms and showers	Interior	4'-2L-4'-F32T8	6,366	9	59	(2) L11.5 T8 DE 4 40-CG4	5,093	9	23
EHS	Girls second half locker room	Interior	2x4T-4L-4'-F32T8	6,366	8	112	(3) L11.5 T8 DE 4 40-CG4	5,093	8	34.5
EHS	Girls second half locker room	Interior	4'-2L-4'-F32T8	6,366	1	59	(2) L11.5 T8 DE 4 40-CG4	5,093	1	23
EHS	Hallway behind stage	Interior	2x4T-3L-4'-F32T8	6,366	17	89	(3) L11.5 T8 DE 4 40-CG4	6,366	17	34.5
EHS	B101 Boys Restroom	Interior	4'-2L-4'-F32T8	6,366	7	59	(2) L11.5 T8 DE 4 40-CG4	5,093	7	23
EHS	Hallway behind stage	Interior	8"RC-2L-HPL-CFL-26W	6,366	2	50	RCF832WCS DW	6,366	2	32
EHS	B102 Girls Restroom	Interior	4'-2L-4'-F32T8	6,366	8	59	(2) L11.5 T8 DE 4 40-CG4	5,093	8	23
EHS	Press Box	Interior	4'-2L-4'-F32T8	2,685	7	59	(2) L11.5 T8 DE 4 40-CG4	2,685	7	23
EHS	Electrical Room	Interior	4'-2L-4'-F32T8	2,671	1	59	(2) L11.5 T8 DE 4 40-CG4	2,671	1	23
EHS	Maintenance garage	Interior	4'-2L-4'-F32T8	4,599	4	59	(2) L11.5 T8 DE 4 40-CG4	4,599	4	23
EHS	Nursing Modular	Interior	2x4T-1L-INT-LED-30W	2,671	16	30	Already LED 30	2,671	16	30
EHS	Nursing Modular	Interior	Led wall pack 30w	2,671	2	30	Already LED 30	2,671	2	30
EHS	Automotive Modular	Interior	2x4T-4L-4'-F32T8	2,671	12	112	(3) L11.5 T8 DE 4 40-CG4	2,671	12	34.5
EHS	Automotive Modular	Interior	PC-WP-1L-VPL-CFL-13W	2,671	2	13	SECS 15 U D W CS B PC	2,671	2	15
EHS	Football Shed	Interior	FC-WP-1L-HID-CMH-50W	2,671	1	72	WPC 15 U T4 WCS B PC 20W	2,671	1	20
EHS	Football Shed	Interior	4'-2L-4'-F32T8	2,671	9	59	(2) L11.5 T8 DE 4 40-CG4	2,671	9	23
EHS	Football Shed #2	Interior	A19-INC-60W	2,671	1	60	A19-10-E26-840-DIM	2,671	1	10
EHS	Baseball Press Box	Interior	4'-2L-4'-F32T8	2,671	2	59	(2) L11.5 T8 DE 4 40-CG4	2,671	2	23
EHS	Baseball Press Box	Interior	500w quartz	2,671	1	500	WPC100UT4-WCSBPCCR	2,671	1	100
EMS	Auditorium	Interior	300W par56 flood in an 8" can	3,450	61	300	LRXR840830PH	3,450	61	41
EMS	Back Stage	Interior	2x4T-3L-4'-F32T8	3,450	5	89	(3) L11.5 T8 DE 4 40-CG4	3,450	5	34.5
EMS	Back Stage	Interior	2L-2'-F17T8	3,450	6	33	(2) L9T8DE240-CG4	3,450	6	18
EMS	On Stage	Interior	4'-3L-4'-F32T8	3,450	9	89	(3) L11.5 T8 DE 4 40-CG4	3,450	9	34.5
EMS	Cafeteria	Interior	4'-2L-4'-F32T8	3,450	44	59	(2) L11.5 T8 DE 4 40-CG4	3,450	44	23
EMS		401 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		402 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		403 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		404 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		405 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		506 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		505 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		504 Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS	Wood shop	Interior	3L-4'-F34T12	2,573	4	115	(3) L11.5 T8 DE 4 40-CG4	2,573	4	34.5
EMS	Wood shop storage and kiln room	Interior	4'-2L-4'-F32T8	2,573	4	59	(2) L11.5 T8 DE 4 40-CG4	2,573	4	23
EMS	Wood shop storage and kiln room	Interior	4'-1L-4'-F32T8	2,573	3	30	L11.5 T8 DE 4 40-CG4	2,573	3	11.5
EMS	Work bench shop	Interior	3L-4'-F34T12	2,573	6	115	(3) L11.5 T8 DE 4 40-CG4	2,573	6	34.5
EMS		502 Interior	3L-4'-F34T12	2,573	8	115	(3) L11.5 T8 DE 4 40-CG4	2,573	8	34.5
EMS		502 Interior	4'-2L-4'-F34T12	2,573	2	72	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23

EMS		502	Interior	4'-W-4L-4'-F34T12	2,573	2	144	(3) L11.5 T8 DE 4 40-CG4	2,573	2	34.5
EMS		503	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS		503	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		501	Interior	4'-2L-4'-F32T8	2,573	4	59	(2) L11.5 T8 DE 4 40-CG4	2,573	4	23
EMS		501	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS	Workroom		Interior	4'-2L-4'-F32T8	2,573	1	59	(2) L11.5 T8 DE 4 40-CG4	2,573	1	23
EMS	Health Classroom		Interior	2x4T-3L-4'-F32T8	2,573	20	89	(3) L11.5 T8 DE 4 40-CG4	2,573	20	34.5
EMS		603	Interior	4'-2L-4'-F32T8	2,573	6	59	(2) L11.5 T8 DE 4 40-CG4	2,573	6	23
EMS		109	Interior	4'-2L-4'-F32T8	2,573	13	59	(2) L11.5 T8 DE 4 40-CG4	2,573	13	23
EMS		101	Interior	4'-2L-4'-F32T8	2,573	15	59	(2) L11.5 T8 DE 4 40-CG4	2,573	15	23
EMS		102	Interior	4'-2L-4'-F32T8	2,573	12	59	(2) L11.5 T8 DE 4 40-CG4	2,573	12	23
EMS		103	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		104	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		105	Interior	4'-2L-4'-F32T8	2,573	12	59	(2) L11.5 T8 DE 4 40-CG4	2,573	12	23
EMS		106	Interior	4'-2L-4'-F32T8	2,573	15	59	(2) L11.5 T8 DE 4 40-CG4	2,573	15	23
EMS		107	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		108	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		318	Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,573	3	23
EMS		318	Interior	4'-2L-4'-F32T8	2,573	6	59	(2) L11.5 T8 DE 4 40-CG4	2,573	6	23
EMS		307	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		307	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS		305	Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,573	3	23
EMS		305	Interior	4'-2L-4'-F32T8	2,573	6	59	(2) L11.5 T8 DE 4 40-CG4	2,573	6	23
EMS		303	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		302	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		301	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		306	Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,573	3	23
EMS		206	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		207	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		207	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS		205	Interior	4'-2L-4'-F32T8	2,573	6	59	(2) L11.5 T8 DE 4 40-CG4	2,573	6	23
EMS		205	Interior	4'-2L-4'-F32T8	2,573	5	59	(2) L11.5 T8 DE 4 40-CG4	2,573	5	23
EMS		204	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		203	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		202	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS		201	Interior	4'-2L-4'-F32T8	2,573	9	59	(2) L11.5 T8 DE 4 40-CG4	2,573	9	23
EMS	Band		Interior	2x4T-3L-4'-F32T8	2,573	15	89	(3) L11.5 T8 DE 4 40-CG4	2,573	15	34.5
EMS	Paxton		Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,058	2	23
EMS	Budroe		Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,058	2	23
EMS	Work room		Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,058	3	23
EMS	Conference Room		Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,058	3	23
EMS	Janitor closet		Interior	DR-2L-Spiral-CFL-13W	2,573	1	26	LED12FMD-96L9CCT5	2,058	1	12
EMS	Custodial		Interior	DR-2L-Spiral-CFL-13W	2,573	1	26	LED12FMD-96L9CCT5	2,058	1	12
EMS	Janitors closet		Interior	4'-2L-4'-F32T8	2,573	1	59	(2) L11.5 T8 DE 4 40-CG4	2,058	1	23
EMS	Guys Dressing Room		Interior	2x4T-3L-4'-F32T8	2,573	1	89	(3) L11.5 T8 DE 4 40-CG4	2,573	1	34.5
EMS	Guys Dressing Room		Interior	G40-INC-60W	2,573	30	60	G40-9-E26-930-F-C	2,573	30	9
EMS	Girls Dressing Room		Interior	2x4T-3L-4'-F32T8	2,573	1	89	(3) L11.5 T8 DE 4 40-CG4	2,573	1	34.5
EMS	Girls Dressing Room		Interior	G40-INC-60W	2,573	30	60	G40-9-E26-930-F-C	2,573	30	9
EMS	Exterior		Exterior	2 lamp F24T5 fluorescent 2' HO with PC	4,380	13	52	L13T5DE240-CG	4,380	13	26
EMS	Exterior		Exterior	PC-WP-2L-HPL-CFL-13W	4,380	2	28	SECS 15 U D W CS B PC	4,380	2	15
EMS	Exterior		Exterior	AR-1L-HID-MH-175W	4,380	2	188	LED-FXSECS38/40K	4,380	2	38
EMS	Exterior		Exterior	A19-INC-60W	4,380	4	60	A19-10-E26-840-DIM	4,380	4	10
EMS	Exterior		Exterior	DR-2L-Spiral-CFL-13W	4,380	8	26	LED12FMD-96L9CCT5	4,380	8	12

EMS	Exterior	Exterior	6"RC-1L-Screw-In-HAL-75W	4,380	2	75	RCF610WCSDW	4,380	2	10
EMS	Exterior	Exterior	150W LED	4,380	3	150	Already LED 150	4,380	3	150
EMS	Gym	Interior	4'-LHB-6L-4'-F32T8	3,450	32	175	L18.5T8DE 4 40-CG	2,760	32	111
EMS	Wrestling Room	Interior	4'-LHB-6L-4'-F32T8	3,450	6	175	L18.5T8DE 4 40-CG	2,760	6	111
EMS	C500 Corridor	Interior	4'-2L-4'-F32T8	6,366	10	59	(2) L11.5 T8 DE 4 40-CG4	6,366	10	23
EMS	C500 Corridor	Interior	2x4T-4L-4'-F32T8	6,366	3	112	(3) L11.5 T8 DE 4 40-CG4	6,366	3	34.5
EMS	C500 Corridor	Interior	4'-2L-4'-F32T8	6,366	3	59	(2) L11.5 T8 DE 4 40-CG4	6,366	3	23
EMS	C450 & C400 Corridor	Interior	2x4T-4L-4'-F32T8	6,366	4	112	(3) L11.5 T8 DE 4 40-CG4	6,366	4	34.5
EMS	C450 & C400 Corridor	Interior	4'-2L-4'-F32T8	6,366	7	59	(2) L11.5 T8 DE 4 40-CG4	6,366	7	23
EMS	Small gym Hallway	Interior	4'-2L-4'-F32T8	6,366	4	59	(2) L11.5 T8 DE 4 40-CG4	6,366	4	23
EMS	C600E Corridor	Interior	4'-2L-4'-F32T8	6,366	7	59	(2) L11.5 T8 DE 4 40-CG4	6,366	7	23
EMS	600N Corridor	Interior	4'-2L-4'-F32T8	6,366	6	59	(2) L11.5 T8 DE 4 40-CG4	6,366	6	23
EMS	600N Corridor	Interior	2x4T-3L-4'-F32T8	6,366	1	89	(3) L11.5 T8 DE 4 40-CG4	6,366	1	34.5
EMS	600N Corridor	Interior	4'-2L-4'-F32T8	6,366	3	59	(2) L11.5 T8 DE 4 40-CG4	6,366	3	23
EMS	600N Corridor	Interior	2x4T-4L-4'-F32T8	6,366	1	112	(3) L11.5 T8 DE 4 40-CG4	6,366	1	34.5
EMS	C100 Corridor All	Interior	4'-2L-4'-F32T8	6,366	15	59	(2) L11.5 T8 DE 4 40-CG4	6,366	15	23
EMS	C100 Corridor All	Interior	2x4T-4L-4'-F32T8	6,366	1	112	(3) L11.5 T8 DE 4 40-CG4	6,366	1	34.5
EMS	Cafeteria Hallway	Interior	4'-2L-4'-F32T8	6,366	10	59	(2) L11.5 T8 DE 4 40-CG4	6,366	10	23
EMS	Cafeteria Hallway	Interior	6"RC-1L-Screw-In-CFL-18W	3,450	12	18	RCF610WCSDW	3,450	12	10
EMS	Cafeteria Hallway	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	3,450	8	23
EMS	Cafeteria Hallway	Interior	2x4T-4L-4'-F32T8	3,450	2	112	(3) L11.5 T8 DE 4 40-CG4	3,450	2	34.5
EMS	C300 Corridor	Interior	4'-2L-4'-F32T8	3,450	5	59	(2) L11.5 T8 DE 4 40-CG4	3,450	5	23
EMS	C300 Corridor	Interior	2x4T-4L-4'-F32T8	3,450	3	112	(3) L11.5 T8 DE 4 40-CG4	3,450	3	34.5
EMS	C300 Corridor	Interior	4'-2L-4'-F32T8	3,450	9	59	(2) L11.5 T8 DE 4 40-CG4	3,450	9	23
EMS	C200 Corridor	Interior	4'-2L-4'-F32T8	3,450	17	59	(2) L11.5 T8 DE 4 40-CG4	3,450	17	23
EMS	C200 Corridor	Interior	2x4T-4L-4'-F32T8	3,450	2	112	(3) L11.5 T8 DE 4 40-CG4	3,450	2	34.5
EMS	C200 Corridor	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	C210 Corridor	Interior	2L-2'-F17T8	3,450	18	33	(2) L9T8DE240-CG4	3,450	18	18
EMS	C210 Corridor	Interior	Par 20 LED Screw in track fixture 12w	3,450	24	30	Already LED 30	3,450	24	30
EMS	C210 Corridor	Interior	2x4T-4L-4'-F32T8	3,450	1	112	(3) L11.5 T8 DE 4 40-CG4	3,450	1	34.5
EMS	C210 Corridor	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	3,450	8	23
EMS	Kitchen	Interior	4'-2L-4'-F32T8	3,450	16	59	(2) L11.5 T8 DE 4 40-CG4	3,450	16	23
EMS	Kitchen	Interior	4'-2L-4'-F32T8	3,450	7	59	(2) L11.5 T8 DE 4 40-CG4	3,450	7	23
EMS	Kitchen	Interior	1x3 recessed 2 lamp troffer hoods	3,450	4	30	(2) L12T8DE340-CG4	3,450	4	24
EMS	Kitchen	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Kitchen	Interior	4'-2L-4'-F32T8	3,450	5	59	(2) L11.5 T8 DE 4 40-CG4	2,760	5	23
EMS	619 Library	Interior	4'-2L-4'-F32T8	3,450	17	59	(2) L11.5 T8 DE 4 40-CG4	3,450	17	23
EMS	619 Library	Interior	2x4T-3L-4'-F32T8	3,450	4	89	(3) L11.5 T8 DE 4 40-CG4	3,450	4	34.5
EMS	619 Library	Interior	4'-1L-4'-F32T8	3,450	20	30	L11.5 T8 DE 4 40-CG4	3,450	20	11.5
EMS	619 Library	Interior	SC-DEC-1L-A19-INC-60W	3,450	6	60	A19-10-E26-840-DIM	3,450	6	10
EMS	Staff lounge	Interior	4'-2L-4'-F32T8	3,450	7	59	(2) L11.5 T8 DE 4 40-CG4	2,760	7	23
EMS	Maintenance	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	3,450	2	23
EMS	Electrical Room	Interior	8'-S-4L-4'-F32T8	3,450	1	118	(4) L11.5 T8 DE 4 40-CG4	3,450	1	46
EMS	Main Electrical	Interior	4'-1L-4'-F32T8	3,450	3	30	L11.5 T8 DE 4 40-CG4	3,450	3	11.5
EMS	It	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	3,450	2	23
EMS	Electrical Room	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	3,450	2	23
EMS	Electrical Room	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Control Room	Interior	2x4T-3L-4'-F32T8	3,450	3	89	(3) L11.5 T8 DE 4 40-CG4	3,450	3	34.5
EMS	Control Room	Interior	6"RC-1L-Screw-In-CFL-11W	3,450	3	11	RCF610WCSDW	3,450	3	10
EMS	Coaches office	Interior	2x4T-3L-4'-F32T8	2,573	2	89	(3) L11.5 T8 DE 4 40-CG4	2,058	2	34.5
EMS	Coaches office	Interior	2x4T-3L-4'-F32T8	2,573	2	89	(3) L11.5 T8 DE 4 40-CG4	2,058	2	34.5
EMS	Office	Interior	2x4T-3L-4'-F32T8	2,573	2	89	(3) L11.5 T8 DE 4 40-CG4	2,058	2	34.5
EMS	Office	Interior	2x4T-3L-4'-F32T8	2,573	2	89	(3) L11.5 T8 DE 4 40-CG4	2,058	2	34.5

EMS	Custodial office	Interior	4'-1L-4'-F32T8	2,573	2	30	L11.5 T8 DE 4 40-CG4	2,058	2	11.5
EMS	Custodial office	Interior	4'-2L-4'-F32T8	2,573	1	59	(2) L11.5 T8 DE 4 40-CG4	2,058	1	23
EMS	Office	Interior	4'-2L-4'-F32T8	2,573	4	59	(2) L11.5 T8 DE 4 40-CG4	2,058	4	23
EMS	Large office	Interior	4'-2L-4'-F32T8	2,573	10	59	(2) L11.5 T8 DE 4 40-CG4	2,573	10	23
EMS	Office	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,058	2	23
EMS	Copy room	Interior	4'-2L-4'-F32T8	2,573	1	59	(2) L11.5 T8 DE 4 40-CG4	2,058	1	23
EMS	Office	Interior	4'-2L-4'-F32T8	2,573	1	59	(2) L11.5 T8 DE 4 40-CG4	2,058	1	23
EMS	Piano room	Interior	DR-2L-Spiral-CFL-13W	2,573	1	26	LED12FMD-96L9CCT5	2,058	1	12
EMS	Records room	Interior	2L-2'-F17T8	2,573	2	33	(2) L9T8DE240-CG4	2,573	2	18
EMS	Records room	Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,573	3	23
EMS	304 Counseling	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS	No name office	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS	306A	Interior	4'-2L-4'-F32T8	2,573	1	59	(2) L11.5 T8 DE 4 40-CG4	2,573	1	23
EMS	306A	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS	306B	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS	306B	Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,573	3	23
EMS	Admin Area	Interior	4'-2L-4'-F32T8	2,573	17	59	(2) L11.5 T8 DE 4 40-CG4	2,573	17	23
EMS	Admin Area	Interior	2x4T-3L-4'-F32T8	2,573	1	89	(3) L11.5 T8 DE 4 40-CG4	2,573	1	34.5
EMS	Principal	Interior	4'-2L-4'-F32T8	2,573	4	59	(2) L11.5 T8 DE 4 40-CG4	2,058	4	23
EMS	Assistant Principal	Interior	4'-2L-4'-F32T8	2,573	3	59	(2) L11.5 T8 DE 4 40-CG4	2,058	3	23
EMS	Detention 1	Interior	2L-2'-F17T8	2,573	1	33	(2) L9T8DE240-CG4	2,573	1	18
EMS	Detention 2	Interior	2L-2'-F17T8	2,573	1	33	(2) L9T8DE240-CG4	2,573	1	18
EMS	Health	Interior	4'-2L-4'-F32T8	2,573	5	59	(2) L11.5 T8 DE 4 40-CG4	2,573	5	23
EMS	Double Door Room	Interior	2x4T-3L-4'-F32T8	2,573	1	89	(3) L11.5 T8 DE 4 40-CG4	2,058	1	34.5
EMS	Instrument Room	Interior	2x4T-3L-4'-F32T8	2,573	2	89	(3) L11.5 T8 DE 4 40-CG4	2,058	2	34.5
EMS	Office	Interior	2x4T-3L-4'-F32T8	2,573	1	89	(3) L11.5 T8 DE 4 40-CG4	2,058	1	34.5
EMS	Back Stage Work Room	Interior	2x4T-3L-4'-F32T8	2,573	10	89	(3) L11.5 T8 DE 4 40-CG4	2,573	10	34.5
EMS	Drama Office	Interior	2x4T-3L-4'-F32T8	2,573	1	89	(3) L11.5 T8 DE 4 40-CG4	2,058	1	34.5
EMS	Press Box	Interior	4'-2L-4'-F32T8	2,573	2	59	(2) L11.5 T8 DE 4 40-CG4	2,573	2	23
EMS	Faculty Womens Restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Faculty Mens Restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Boys Restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Girls Restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Boys locker room	Interior	4'-2L-4'-F32T8	3,450	16	59	(2) L11.5 T8 DE 4 40-CG4	2,760	16	23
EMS	Restroom	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Girls locker room	Interior	4'-2L-4'-F32T8	3,450	16	59	(2) L11.5 T8 DE 4 40-CG4	2,760	16	23
EMS	Restroom	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Boys locker room	Interior	4'-2L-4'-F32T8	3,450	10	59	(2) L11.5 T8 DE 4 40-CG4	2,760	10	23
EMS	Restroom	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Girls locker room	Interior	4'-2L-4'-F32T8	3,450	10	59	(2) L11.5 T8 DE 4 40-CG4	2,760	10	23
EMS	Restroom	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Restroom	Interior	2x4T-4L-4'-F32T8	3,450	1	112	(3) L11.5 T8 DE 4 40-CG4	2,760	1	34.5
EMS	Restroom	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Girls Restroom	Interior	4'-2L-4'-F32T8	3,450	3	59	(2) L11.5 T8 DE 4 40-CG4	2,760	3	23
EMS	Boys Restroom	Interior	4'-2L-4'-F32T8	3,450	4	59	(2) L11.5 T8 DE 4 40-CG4	2,760	4	23
EMS	Faculty Womens Restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Faculty mens restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Restroom	Interior	2L-2'-F17T8	3,450	1	33	(2) L9T8DE240-CG4	2,760	1	18
EMS	Restroom	Interior	2L-2'-F17T8	3,450	1	33	(2) L9T8DE240-CG4	2,760	1	18
EMS	Faculty Womens Restroom	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Mens Restroom	Interior	4'-2L-4'-F32T8	3,450	7	59	(2) L11.5 T8 DE 4 40-CG4	2,760	7	23
EMS	Womens Restroom	Interior	4'-2L-4'-F32T8	3,450	6	59	(2) L11.5 T8 DE 4 40-CG4	2,760	6	23
EMS	Restroom	Interior	2L-2'-F17T8	3,450	1	33	(2) L9T8DE240-CG4	2,760	1	18

EMS	Restroom	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	3,450	1	23
EMS	Stairwell under wrestling Room	Interior	DR-2L-Spiral-CFL-13W	3,450	1	26	LED12FMD-96L9CCT5	3,450	1	12
EMS	File cabinet room	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	3,450	2	23
EMS	Storage	Interior	DR-2L-Spiral-CFL-13W	3,450	1	26	LED12FMD-96L9CCT5	3,450	1	12
EMS	Storage	Interior	4'-S-1L-4'-F34T12	3,450	2	43	L11.5 T8 DE 4 40-CG4	2,760	2	11.5
EMS	Storage under wrestling room	Interior	DR-2L-Spiral-CFL-13W	3,450	1	26	LED12FMD-96L9CCT5	3,450	1	12
EMS	Storage under wrestling room	Interior	4'-2L-4'-F32T8	3,450	6	59	(2) L11.5 T8 DE 4 40-CG4	3,450	6	23
EMS	Concessions	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Tool Storage	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Book storage	Interior	4'-2L-4'-F32T8	3,450	4	59	(2) L11.5 T8 DE 4 40-CG4	3,450	4	23
EMS	Corner storage	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	2,760	2	23
EMS	Kitchen Storage	Interior	DR-2L-Spiral-CFL-13W	3,450	1	26	LED12FMD-96L9CCT5	2,760	1	12
EMS	Food Storage	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	3,450	8	23
EMS	Dish storage	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	3,450	2	23
EMS	Laindry	Interior	DR-2L-Spiral-CFL-13W	3,450	1	26	LED12FMD-96L9CCT5	2,760	1	12
EMS	Sink room	Interior	4'-2L-4'-F32T8	3,450	1	59	(2) L11.5 T8 DE 4 40-CG4	2,760	1	23
EMS	Storage	Interior	4'-2L-4'-F32T8	3,450	2	59	(2) L11.5 T8 DE 4 40-CG4	3,450	2	23
EMS	Chair storage	Interior	DR-2L-Spiral-CFL-13W	3,450	1	26	LED12FMD-96L9CCT5	2,760	1	12
EMS	Storage	Interior	4'-2L-4'-F32T8	3,450	6	59	(2) L11.5 T8 DE 4 40-CG4	3,450	6	23
EMS	Cabinet room	Interior	2L-2'-F17T8	3,450	1	33	(2) L9T8DE240-CG4	3,450	1	18
EMS	Modular Building Storage #1	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	2,760	8	23
EMS	Modular Building Storage #2	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	2,760	8	23
EMS	Modular Building #4	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	2,760	8	23
EMS	Modular Building #3 Storage	Interior	4'-2L-4'-F32T8	3,450	8	59	(2) L11.5 T8 DE 4 40-CG4	2,760	8	23
EMS	Garage storage	Interior	A19-INC-60W	3,450	3	60	A19-10-E26-840-DIM	3,450	3	10
EMS	Garage storage	Interior	1L-HID-CMH-150W	3,450	1	190	WPC 15 U T4 WCS B PC 2W	3,450	1	28
EMS	Exit Fixtures	Interior	Pre-Retro Exit Light	8,760	30	25	LED Exit Light	8,760	30	2.5
RCE	Cafeteria	Interior	2x4T-4L-4'-F34T12	2,490	20	144	(3) L11.5 T8 DE 4 40-CG4	2,490	20	34.5
RCE	Room 17	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
RCE	Room 17	Interior	4'-2L-4'-F34T12	2,148	2	72	(2) U 15.5 T8 SE 2 40	2,148	2	31
RCE	Room 16	Interior	4'-2L-4'-F34T12	2,148	1	72	(2) U 15.5 T8 SE 2 40	2,148	1	31
RCE	Room 16	Interior	2x4T-4L-4'-F34T12	2,148	11	144	(3) L11.5 T8 DE 4 40-CG4	2,148	11	34.5
RCE	Room 15	Interior	2x4T-4L-4'-F34T12	2,148	11	144	(3) L11.5 T8 DE 4 40-CG4	2,148	11	34.5
RCE	Room 14	Interior	2x4T-4L-4'-F34T12	2,148	11	144	(3) L11.5 T8 DE 4 40-CG4	2,148	11	34.5
RCE	Art	Interior	2x4T-4L-4'-F34T12	2,148	12	144	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
RCE	Music	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 12	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 36	Interior	3L-4'-F34T12	2,148	9	115	(3) L11.5 T8 DE 4 40-CG4	2,148	9	34.5
RCE	Room 32	Interior	3L-4'-F34T12	2,148	6	115	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
RCE	Room 11	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 10	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 9	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 8	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 7	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 6	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 5	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 4	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 3	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 19	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 20	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 21	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 22	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 41	Interior	3L-4'-F34T12	2,148	6	115	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5

RCE	Room 40	Interior	3L-4'-F34T12	2,148	6	115	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
RCE	Room 23	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 38	Interior	3L-4'-F34T12	2,148	8	115	(3) L11.5 T8 DE 4 40-CG4	2,148	8	34.5
RCE	Room 31	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
RCE	Room 31	Interior	6"RC-1L-Screw-In-HAL-75W	2,148	1	75	RCF610WCSDW	2,148	1	10
RCE	Room 24	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 25	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 26	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 27	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 28	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 29	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 30	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Room 1	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
RCE	Closet	Interior	6"RC-1L-Screw-In-HAL-75W	2,148	1	75	RCF610WCSDW	1,718	1	10
RCE	Closet	Interior	A19-INC-60W	2,148	1	60	A19-10-E26-840-DIM	1,718	1	10
RCE	Work room	Interior	3L-4'-F34T12	2,148	3	115	(3) L11.5 T8 DE 4 40-CG4	1,718	3	34.5
RCE	Conference	Interior	3L-4'-F34T12	2,148	6	115	(3) L11.5 T8 DE 4 40-CG4	1,718	6	34.5
RCE	Janitor	Interior	10w LED screw in	2,148	1	10	Already LED 10	1,718	1	10
RCE	Janitor	Interior	Spiral-CFL-13W	2,148	1	13	A19-10-E26-840-DIM	1,718	1	10
RCE	Janitor	Interior	A19-INC-60W	2,148	1	60	A19-10-E26-840-DIM	1,718	1	10
RCE	Janitor	Interior	4'-2L-4'-F34T12	2,148	12	72	(2) L11.5 T8 DE 4 40-CG4	1,718	12	23
RCE	Exterior	Exterior	Led wall pack 30w	4,380	3	30	Already LED 30	4,380	3	30
RCE	Exterior	Exterior	1L-HID-CMH-70W	4,380	21	95	LED-FXSCM28/40K/BK (P10195 PLT-SCM/14X14/WH)	4,380	21	28
RCE	Exterior	Exterior	150W LED	4,380	3	150	Already LED 150	4,380	3	150
RCE	Exterior	Exterior	4'-S-1L-4'-F48T12/HO	4,380	4	80	KT-LED21T8-48P2S-840-D G2	4,380	4	21
RCE	Gym	Interior	150W LED	2,490	16	150	Already LED 150	2,490	16	150
RCE	Gym	Interior	6"RC-1L-HPL-CFL-13W	2,490	1	13	RCF610WCSDW	2,490	1	10
RCE	Main Entry	Interior	4'-2L-4'-F34T12	2,490	9	72	(2) U 15.5 T8 SE 2 40	2,490	9	31
RCE	Main Entry	Interior	Par 20 LED Screw in track fixture 12w	2,490	6	30	Already LED 30	2,490	6	30
RCE	C200 Corridor	Interior	3L-4'-F34T12	2,490	11	115	(3) L11.5 T8 DE 4 40-CG4	2,490	11	34.5
RCE	C200 Corridor	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) U 15.5 T8 SE 2 40	2,490	3	31
RCE	C300 Corridor	Interior	3L-4'-F34T12	2,908	18	115	(3) L11.5 T8 DE 4 40-CG4	2,908	18	34.5
RCE	C300 Corridor	Interior	4'-2L-4'-F34T12	2,908	2	72	(2) U 15.5 T8 SE 2 40	2,908	2	31
RCE	C400 Corridor	Interior	3L-4'-F34T12	2,908	26	115	(3) L11.5 T8 DE 4 40-CG4	2,908	26	34.5
RCE	C410 Corridor	Interior	3L-4'-F34T12	2,908	7	115	(3) L11.5 T8 DE 4 40-CG4	2,908	7	34.5
RCE	C400 Corridor	Interior	4'-2L-4'-F34T12	2,908	4	72	(2) U 15.5 T8 SE 2 40	2,908	4	31
RCE	C100 Corridor	Interior	3L-4'-F34T12	2,908	11	115	(3) L11.5 T8 DE 4 40-CG4	2,908	11	34.5
RCE	C100 Corridor	Interior	4'-2L-4'-F34T12	2,908	1	72	(2) U 15.5 T8 SE 2 40	2,908	1	31
RCE	C500 Corridor	Interior	3L-4'-F34T12	2,908	11	115	(3) L11.5 T8 DE 4 40-CG4	2,908	11	34.5
RCE	C500 Corridor	Interior	4'-2L-4'-F34T12	2,490	2	72	(2) U 15.5 T8 SE 2 40	2,490	2	31
RCE	Kitchen	Interior	3L-4'-F34T12	2,490	25	115	(3) L11.5 T8 DE 4 40-CG4	2,490	25	34.5
RCE	Kitchen	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) U 15.5 T8 SE 2 40	2,490	3	31
RCE	Hood	Interior	Spiral-CFL-13W	2,490	4	13	A19-10-E26-840-DIM	2,490	4	10
RCE	Library	Interior	3L-4'-F34T12	2,490	35	115	(3) L11.5 T8 DE 4 40-CG4	2,490	35	34.5
RCE	Staff Lounge	Interior	3L-4'-F34T12	2,490	6	115	(3) L11.5 T8 DE 4 40-CG4	1,992	6	34.5
RCE	Room hove janitor closet	Interior	4'-2L-4'-F34T12	2,490	6	72	(2) L11.5 T8 DE 4 40-CG4	2,490	6	23
RCE	Electrical Room	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Upstairs Above Janitor closet	Interior	4'-2L-4'-F34T12	2,490	6	72	(2) L11.5 T8 DE 4 40-CG4	2,490	6	23
RCE	Above janitor closet	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	2,490	4	23
RCE	HVAC room	Interior	4'-2L-4'-F34T12	2,490	2	72	(2) L11.5 T8 DE 4 40-CG4	2,490	2	23
RCE	Counselor	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
RCE	Mrs. Kaiser	Interior	4'-2L-4'-F34T12	2,148	5	72	(2) L11.5 T8 DE 4 40-CG4	1,718	5	23
RCE	Mrs. Slade	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5

RCE	Resource	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
RCE	Padded Room	Interior	3L-4'-F34T12	2,148	1	115	(3) L11.5 T8 DE 4 40-CG4	1,718	1	34.5
RCE	Special Services	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
RCE	Copy room	Interior	3L-4'-F34T12	2,148	6	115	(3) L11.5 T8 DE 4 40-CG4	1,718	6	34.5
RCE	Room next to 37	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
RCE	Office	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
RCE	Main Office	Interior	3L-4'-F34T12	2,148	8	115	(3) L11.5 T8 DE 4 40-CG4	2,148	8	34.5
RCE	Principal	Interior	3L-4'-F34T12	2,148	4	115	(3) L11.5 T8 DE 4 40-CG4	1,718	4	34.5
RCE	Nurse	Interior	2x4T-4L-4'-F34T12	2,148	3	144	(3) L11.5 T8 DE 4 40-CG4	1,718	3	34.5
RCE	Mrs. Johnson	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Girls Restroom	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
RCE	Boys Restroom s	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
RCE	Girls Restroom	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
RCE	Boys Restroom	Interior	4'-2L-4'-F34T12	2,490	5	72	(2) L11.5 T8 DE 4 40-CG4	1,992	5	23
RCE	Boys Restroom	Interior	4'-2L-4'-F34T12	2,490	5	72	(2) L11.5 T8 DE 4 40-CG4	1,992	5	23
RCE	Girls Restroom	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
RCE	Storage laundry	Interior	3L-4'-F34T12	2,490	7	115	(3) L11.5 T8 DE 4 40-CG4	1,992	7	34.5
RCE	Storage	Interior	3L-4'-F34T12	2,490	3	115	(3) L11.5 T8 DE 4 40-CG4	1,992	3	34.5
RCE	Storage	Interior	4'-2L-4'-F34T12	2,490	2	72	(2) L11.5 T8 DE 4 40-CG4	1,992	2	23
RCE	Storage	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
RCE	Food Storage	Interior	3L-4'-F34T12	2,490	2	115	(3) L11.5 T8 DE 4 40-CG4	1,992	2	34.5
RCE	Custodial Storage	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	2,490	4	23
RCE	Exit Fixtures	Interior	Pre-Retro Exit Light	8,760	24	25	LED Exit Light	8,760	24	2.5
SHE	Cafeteria	Interior	Led flat panel	2,490	14	40	Already LED 40	2,490	14	40
SHE	Room 101	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Class 102	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 103	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 106	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	2,148	2	34.5
SHE	Room 107	Interior	3L-4'-F34T12	2,148	5	115	(3) L11.5 T8 DE 4 40-CG4	2,148	5	34.5
SHE	Room 108	Interior	3L-4'-F34T12	2,148	8	115	(3) L11.5 T8 DE 4 40-CG4	2,148	8	34.5
SHE	Room 109	Interior	3L-4'-F34T12	2,148	13	115	(3) L11.5 T8 DE 4 40-CG4	2,148	13	34.5
SHE	Room 110	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 115	Interior	3L-4'-F34T12	2,148	8	115	(3) L11.5 T8 DE 4 40-CG4	2,148	8	34.5
SHE	Room 115	Interior	4'-2L-4'-F34T12	2,148	1	72	(2) L11.5 T8 DE 4 40-CG4	2,148	1	23
SHE	Room 116	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 117	Interior	3L-4'-F34T12	2,148	13	115	(3) L11.5 T8 DE 4 40-CG4	2,148	13	34.5
SHE	Room 119	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 120	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 121	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 122	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
SHE	Room 124	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 125	Interior	3L-4'-F34T12	2,148	11	115	(3) L11.5 T8 DE 4 40-CG4	2,148	11	34.5
SHE	Room 126	Interior	3L-4'-F34T12	2,148	11	115	(3) L11.5 T8 DE 4 40-CG4	2,148	11	34.5
SHE	Room 127	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 131	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5

SHE	Room 132	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 133	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 134	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 136	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 137	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 138	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 139	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 140	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 145	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 146	Interior	3L-4'-F34T12	2,148	13	115	(3) L11.5 T8 DE 4 40-CG4	2,148	13	34.5
SHE	Room 148	Interior	3L-4'-F34T12	2,148	6	115	(3) L11.5 T8 DE 4 40-CG4	2,148	6	34.5
SHE	Room 150	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 151	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 152	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 153	Interior	3L-4'-F34T12	2,148	4	115	(3) L11.5 T8 DE 4 40-CG4	2,148	4	34.5
SHE	Room 154	Interior	3L-4'-F34T12	2,148	12	115	(3) L11.5 T8 DE 4 40-CG4	2,148	12	34.5
SHE	Room 156	Interior	3L-4'-F34T12	2,148	10	115	(3) L11.5 T8 DE 4 40-CG4	2,148	10	34.5
SHE	Room 156	Interior	150W Incandescent	2,148	6	150	RCF610WCSDW	2,148	6	10
SHE	Room 156	Interior	TR-1L-PAR38-HAL-90W	2,148	12	90	PAR38-12-930-40D-DIM	2,148	12	12
SHE	Closet	Interior	DR-2L-Spiral-CFL-13W	2,148	1	26	LED12FMD-96L9CCT5	1,718	1	12
SHE	Popcorn closet	Interior	8"RC-2L-HPL-CFL-13W	2,148	1	28	RCF814WCSDW	1,718	1	14
SHE	Room 157 Closet	Interior	4'-2L-4'-F34T12	2,148	1	72	(2) L11.5 T8 DE 4 40-CG4	1,718	1	23
SHE	104 Conference	Interior	4'-2L-4'-F34T12	2,148	6	72	(2) L11.5 T8 DE 4 40-CG4	1,718	6	23
SHE	112 custodial	Interior	4'-2L-4'-F34T12	2,148	1	72	(2) L11.5 T8 DE 4 40-CG4	1,718	1	23
SHE	129 custodial	Interior	10w LED screw in	2,148	1	10	Already LED 10	1,718	1	10
SHE	143 Custodial	Interior	4'-2L-4'-F34T12	2,148	1	72	(2) L11.5 T8 DE 4 40-CG4	1,718	1	23
SHE	155 Custodial	Interior	3L-4'-F34T12	2,148	4	115	(3) L11.5 T8 DE 4 40-CG4	1,718	4	34.5
SHE	Exterior	Exterior	Led wall pack 30w	4,380	2	30	Already LED 30	4,380	2	30
SHE	Exterior	Exterior	AR-1L-HID-MH-175W	4,380	3	188	M75 U 3M CS B A CR RPC (PCTL-UNV)	4,380	3	75
SHE	Exterior	Exterior	150W LED	4,380	4	150	Already LED 150	4,380	4	150
SHE	Exterior	Exterior	FC-WP-1L-HID-MH-250W	4,380	1	295	WPC 40 U T4 WCS B PC	4,380	1	100
SHE	Exterior	Exterior	SB-AR-1L-HID-MH-400W	4,380	10	458	M 200 U 3M CS A CR PRC (PCTL-UNV)	4,380	10	200
SHE	Exterior	Exterior	1L-HID-CMH-150W	4,380	1	190	WPC 15 U T4 WCS B PC 2W	4,380	1	28
SHE	Exterior	Exterior	1L-HID-CMH-70W	4,380	2	95	RCF610WCSDW	4,380	2	10
SHE	Pump Station	Exterior	4'-2L-4'-F34T12	4,380	4	72	(2) L11.5 T8 DE 4 40-CG4	4,380	4	23
SHE	Maintenance Gate	Interior	10w LED screw in	4,380	2	10	Already LED 10	4,380	2	10
SHE	Gym	Interior	150W LED	2,490	16	150	Already LED 150	2,490	16	150
SHE	Gym	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) L11.5 T8 DE 4 40-CG4	2,490	3	23
SHE	Gym	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	2,490	1	23
SHE	Room 125 & 126 entrance	Interior	3L-4'-F34T12	2,908	2	115	(3) L11.5 T8 DE 4 40-CG4	2,326	2	34.5
SHE	Main Lobby and Corridor C100	Interior	8'-DID-4L-4'-F34T12	2,908	9	144	(4) L11.5 T8 DE 4 40-CG4	2,908	9	46
SHE	Main Lobby and Corridor C100	Interior	3L-4'-F34T12	2,908	4	115	(3) L11.5 T8 DE 4 40-CG4	2,908	4	34.5
SHE	Main Lobby and Corridor C100	Interior	10"RC-2L-HPL-CFL-26W	2,908	4	50	RRC X 20W CS D RRC 10 R W M W	2,908	4	30
SHE	Main Lobby and Corridor C100	Interior	4'-2L-4'-F34T12	2,908	3	72	(2) L11.5 T8 DE 4 40-CG4	2,908	3	23
SHE	C100 Corridor	Interior	4'-2L-4'-F34T12	2,908	15	72	(2) L11.5 T8 DE 4 40-CG4	2,908	15	23
SHE	C100 Corridor	Interior	4'-2L-4'-F34T12	2,908	7	72	(2) L11.5 T8 DE 4 40-CG4	2,908	7	23
SHE	C110 Corridor	Interior	4'-2L-4'-F34T12	2,908	11	72	(2) L11.5 T8 DE 4 40-CG4	2,908	11	23
SHE	C110 Corridor	Interior	4'-2L-4'-F34T12	2,908	2	72	(2) L11.5 T8 DE 4 40-CG4	2,908	2	23
SHE	C120 Corridor	Interior	4'-2L-4'-F34T12	2,908	13	72	(2) L11.5 T8 DE 4 40-CG4	2,908	13	23
SHE	C120 Corridor	Interior	4'-2L-4'-F34T12	2,908	8	72	(2) L11.5 T8 DE 4 40-CG4	2,908	8	23
SHE	C140 Corridor	Interior	4'-2L-4'-F34T12	2,908	4	72	(2) L11.5 T8 DE 4 40-CG4	2,908	4	23
SHE	159 Kitchen	Interior	4'-2L-4'-F34T12	2,490	21	72	(2) L11.5 T8 DE 4 40-CG4	2,490	21	23
SHE	159 Kitchen	Interior	A21-INC-100W	2,490	3	100	A19-10-E26-840-DIM	2,490	3	10

SHE	147 Lab	Interior	3L-4'-F34T12	2,490	6	115	(3) L11.5 T8 DE 4 40-CG4	1,992	6	34.5
SHE	118 library	Interior	4'-2L-4'-F34T12	2,490	12	72	(2) L11.5 T8 DE 4 40-CG4	2,490	12	23
SHE	118 library	Interior	80w LED Pendant	2,490	6	80	Already LED 80	2,490	6	80
SHE	118 library	Interior	175 MH Pendant	2,490	6	215	LED-8024M345-G7-FW	2,490	6	60
SHE	118 library	Interior	6"RC-1L-Screw-In-HAL-75W	2,490	3	75	RCF610WCSDW	2,490	3	10
SHE	Mech Room Above Custodial	Interior	4'-2L-4'-F34T12	2,490	6	72	(2) L11.5 T8 DE 4 40-CG4	2,490	6	23
SHE	Room 118c Electrical	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	Area above custodial	Interior	4'-2L-4'-F34T12	2,490	6	72	(2) L11.5 T8 DE 4 40-CG4	2,490	6	23
SHE	158 Electrical	Interior	4'-2L-4'-F34T12	2,490	2	72	(2) L11.5 T8 DE 4 40-CG4	1,992	2	23
SHE	Upstairs Mech Room	Interior	4'-2L-4'-F34T12	2,490	5	72	(2) L11.5 T8 DE 4 40-CG4	2,490	5	23
SHE	163 Mech	Interior	4'-2L-4'-F34T12	2,490	6	72	(2) L11.5 T8 DE 4 40-CG4	2,490	6	23
SHE	105 Psychologist	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
SHE	Copy Room	Interior	3L-4'-F34T12	2,148	3	115	(3) L11.5 T8 DE 4 40-CG4	1,718	3	34.5
SHE	100 Main Office	Interior	3L-4'-F34T12	2,148	5	115	(3) L11.5 T8 DE 4 40-CG4	2,148	5	34.5
SHE	100 Main Office	Interior	8"RC-2L-HPL-CFL-13W	2,148	3	28	RCF814WCSDW	2,148	3	14
SHE	100 Main Office	Interior	Led flat panel	2,148	1	40	Already LED 40	2,148	1	40
SHE	100d Health	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
SHE	100d Health	Interior	4'-2L-4'-F34T12	2,148	1	72	(2) L11.5 T8 DE 4 40-CG4	1,718	1	23
SHE	100b	Interior	3L-4'-F34T12	2,148	2	115	(3) L11.5 T8 DE 4 40-CG4	1,718	2	34.5
SHE	100A Principle	Interior	3L-4'-F34T12	2,148	4	115	(3) L11.5 T8 DE 4 40-CG4	1,718	4	34.5
SHE	118a office	Interior	4'-2L-4'-F34T12	2,148	2	72	(2) L11.5 T8 DE 4 40-CG4	1,718	2	23
SHE	Office	Interior	3L-4'-F34T12	2,148	1	115	(3) L11.5 T8 DE 4 40-CG4	1,718	1	34.5
SHE	Office	Interior	3L-4'-F34T12	2,148	1	115	(3) L11.5 T8 DE 4 40-CG4	2,148	1	34.5
SHE	164 Storage Office	Interior	4'-2L-4'-F34T12	2,148	6	72	(2) L11.5 T8 DE 4 40-CG4	1,718	6	23
SHE	Room 111 Boys Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	Room 111 Boys Restroom	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) L11.5 T8 DE 4 40-CG4	1,992	3	23
SHE	113 Staff Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	114 Girls Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	2,490	1	23
SHE	114 Girls Restroom	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) L11.5 T8 DE 4 40-CG4	2,490	3	23
SHE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	2,490	1	23
SHE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	128 Boys	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
SHE	130 girls	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
SHE	141 girls	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	141 girls	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) L11.5 T8 DE 4 40-CG4	1,992	3	23
SHE	142 staff restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	144 boys	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	144 boys	Interior	4'-2L-4'-F34T12	2,490	3	72	(2) L11.5 T8 DE 4 40-CG4	1,992	3	23
SHE	Mens room	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
SHE	Womens room	Interior	4'-2L-4'-F34T12	2,490	4	72	(2) L11.5 T8 DE 4 40-CG4	1,992	4	23
SHE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	Restroom	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	1,992	1	23
SHE	Room 123 storage	Interior	3L-4'-F34T12	2,490	3	115	(3) L11.5 T8 DE 4 40-CG4	1,992	3	34.5
SHE	Room 135 Storage	Interior	3L-4'-F34T12	2,490	3	115	(3) L11.5 T8 DE 4 40-CG4	1,992	3	34.5
SHE	Room 149 storage	Interior	3L-4'-F34T12	2,490	2	115	(3) L11.5 T8 DE 4 40-CG4	1,992	2	34.5
SHE	Dry food storage	Interior	3L-4'-F34T12	2,490	2	115	(3) L11.5 T8 DE 4 40-CG4	1,992	2	34.5
SHE	165 Storage	Interior	4'-2L-4'-F34T12	2,490	1	72	(2) L11.5 T8 DE 4 40-CG4	2,490	1	23
SHE	Exit Fixtures	Interior	Pre-Retro Exit Light	8,760	21	25	LED Exit Light	8,760	21	2.5

EPC SCHEDULE E CODE COMPLIANCE REQUIREMENTS

Code Compliance Requirement

It is the intent of this schedule to initially determine the requirements for code review, construction permits, and the cost for said items with the building official and the code authority. An EPC project might include replacement of existing systems; it is not within the ESCO's or Principal Representative's authority to waive any code compliance or local permit requirements. The code official should be contacted after the list of recommended measures is developed to confirm the requirements and the potential cost of code work. While the code review agents are expected to conduct their work with due diligence, this in no way relieves the ESCO and any contractors from their obligations to design and construct the project in conformance with the adopted codes nor is it intended to transfer any duties, obligations, or liabilities of the design and construction teams to the code review agents.

Utility Cost Savings /FIM Measure	Code required (Y/N)	Documentation review cost (\$)	Field inspection/ permit cost (\$)
Interior/Exterior Lighting	Y	Permit procured by installing sub-contractor; cost included in subcontract price	N/A
BAS Upgrades	N	N/A	N/A
VFDs, Motor upgrades, Valve replacements	Y	Permit procured by installing sub-contractor; cost included in subcontract price	N/A
Envelope sealing	N	N/A	N/A

EPC Schedule F Schedule of Values Template

Below is a sample template schedule of values for the project. A final schedule of values will be provided after the Effective Date of this Contract.

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	IGA and Design Development		0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Mobilization		0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	General		0.00	0.00	0.00	0.00	0.00	0.00	0.00
4			0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	ECM 1, Site 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	ECM 1, Site 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	ECM 1, Site . . .		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	ECM 1, Site Z		0.00	0.00	0.00	0.00	0.00	0.00	0.00
9			0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	ECM 2, Site 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	ECM 2, Site 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	ECM 2, Site . . .		0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	ECM 2, Site Z		0.00	0.00	0.00	0.00	0.00	0.00	0.00
14			0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	...		0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	...		0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	...		0.00	0.00	0.00	0.00	0.00	0.00	0.00
18			0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	ECM N, Site 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	ECM N, Site 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	ECM N, Site . . .		0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	ECM N, Site Z		0.00	0.00	0.00	0.00	0.00	0.00	0.00
23			0.00	0.00	0.00	0.00	0.00	0.00	0.00
24			0.00	0.00	0.00	0.00	0.00	0.00	0.00
25			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00

Project Estimate Worksheet

The table below is the Project Estimate Worksheet from the Colorado Energy Office's Cost and Pricing Tool.

A	B	C	D	E	F	G	H	I
		Project Costing Categories	IGA Contract Maximum % of Total Project Cost	Actual Final IGA Calculated % of Total Project Cost	Actual Final IGA Cost	Sub-Totals	Totals	Notes
1		Investment Grade Audit (IGA)						
2		Total Facility Area	346,931		346,931			Unique for each project
3		\$ / Sq Ft	\$ 0.225		\$0.23			See Standard IGA Pricing Table tab.
4		Investment Grade Audit Total Cost				\$ 78,059		G4 = F2*F3
5								
6		Implementation Costs						
7		Pre-Construction Costs*						
8		Design and Other Engineering	7-10%	7.00%	\$ 282,107			% in column E is calculated from estimated project amount
9		Pre-Construction Services	8-12%	6.65%	\$ 267,964			% in column E is calculated from estimated project amount
10		Other Pre-Construction Costs	1-5%	2.74%	\$ 110,531			% in column E is calculated from estimated project amount
11		Pre-Construction Cost Subtotal		16.39%		\$ 660,602		G11 = sum (F8:F10)
12		Construction Costs*						
13		Trade Subcontracts		41.04%	\$ 1,654,065			% in column E is calculated from estimated project amount
14		Design/Build Subcontracts		15.83%	\$ 637,854			% in column E is calculated from estimated project amount
15		Direct Purchase Equipment		0.00%	\$ -			% in column E is calculated from estimated project amount
16		Construction Management	4-10%	8.41%	\$ 339,056			% in column E is calculated from estimated project amount
17		Project Engineering	2-6%	3.59%	\$ 144,642			% in column E is calculated from estimated project amount
18		General Conditions	5-7%	5.85%	\$ 235,875			% in column E is calculated from estimated project amount
19		Construction Completion	9-12%	3.79%	\$ 152,691			% in column E is calculated from estimated project amount
20		Other Construction Costs	4-7%	5.10%	\$ 205,463			% in column E is calculated from estimated project amount
21		Construction Cost Subtotal		83.61%		\$ 3,369,645		G21 = SUM(F13:F20)
22		Implementation Costs Subtotal*					\$ 4,030,247	H22 = SUM(G11+G21)
23								
24		Profit*	10.00%	10%			\$ 456,478	Value in column H is calculated from estimated project amount
25								
26		Estimated Project Amount*					\$ 4,486,725	H26 = SUM(H22 + H24)
27								
28		Contingency*	5-7%	0.00%			\$ -	Value in column H is calculated from estimated project amount
29								
30		Total Funded Amount*					\$ 4,564,785	H30 = SUM(G4+H26+H28)

EPC Schedule G: Proposed Financial Cost and Cash Flow Analysis

The tables below are examples of information that should be included in the Projected Financial Cost and Cash Flow Analysis schedule. The presented information could be new on the table or copied/summarized from previous schedules. The ESCO should complete this table, or present equivalent information in any format provided that it presents all the required information.

Projected Financial Performance		
Investment Grade Audit (IGA)	\$78,059	IGA Contract, Exhibit B
Fixed Limit of Construction	\$4,476,076	Schedule F
Measurement & Verification Fee	\$10,650	Schedule D
Contingency	\$0	Schedule B
Maximum Contract Price (MCP) (total of items above)	\$4,564,785	
Political Subdivision Cash Contribution (one time, not annual)	\$0	Schedule F
Other Political Subdivision Funds (gifts, grants, donations, etc.),	\$0	Schedule F
Total Amount Financed (MCP minus items above)	\$4,564,785	

Financial Term in Years	20 years	Other items	
Projected Interest Rate	4.140%	Other items	
Other items		Other items	

CASH FLOW TABLE (add/delete columns as necessary with the mutual acceptance with owner) (add rows as necessary through financial term)							
Year ⁽¹⁾	Annual Utility Cost Savings ⁽²⁾	Annual Operational & Maintenance	Total Program Savings ⁽⁴⁾	Payment to Lessor ⁽⁵⁾	Measurement and Verification Fee ^{(6)*}	Total Program Costs ⁽⁷⁾	Net Savings ⁽⁸⁾
1	\$136,095	\$97,015	\$233,110	\$233,110	\$3,550	\$233,110	\$0
2	\$142,900	\$101,866	\$244,766	\$244,766	\$3,550	\$244,766	\$0
3	\$150,045	\$106,959	\$257,004	\$257,004	\$3,550	\$257,004	\$0
4	\$157,547	\$112,307	\$269,854	\$269,854	\$0	\$269,854	\$0
5	\$165,424	\$117,922	\$283,347	\$283,347	\$0	\$283,347	\$0
6	\$173,696	\$123,818	\$297,514	\$297,514	\$0	\$297,514	\$0
7	\$182,380	\$130,009	\$312,390	\$312,390	\$0	\$312,390	\$0
8	\$191,499	\$136,510	\$328,009	\$328,009	\$0	\$328,009	\$0
9	\$201,074	\$143,335	\$344,410	\$344,410	\$0	\$344,410	\$0
10	\$211,128	\$150,502	\$361,630	\$361,630	\$0	\$361,630	\$0
11	\$221,684	\$158,027	\$379,712	\$379,712	\$0	\$379,712	\$0
12	\$232,769	\$165,929	\$398,697	\$398,697	\$0	\$398,697	\$0
13	\$244,407	\$174,225	\$418,632	\$418,632	\$0	\$418,632	\$0
14	\$256,627	\$182,936	\$439,564	\$439,564	\$0	\$439,564	\$0
15	\$269,459	\$192,083	\$461,542	\$461,542	\$0	\$461,542	\$0
16	\$282,932	\$201,687	\$484,619	\$484,619	\$0	\$484,619	\$0
17	\$297,078	\$211,772	\$508,850	\$508,850	\$0	\$508,850	\$0
18	\$311,932	\$222,360	\$534,292	\$534,292	\$0	\$534,292	\$0
19	\$327,529	\$233,478	\$561,007	\$561,007	\$0	\$561,007	\$0
20	\$343,905	\$245,152	\$589,057	\$ 93,140	\$0	\$ 93,140	\$495,917
Totals	\$4,500,111	\$3,207,894	\$7,708,005	\$7,521,531	\$10,650	\$7,212,089	\$495,917

<i>Notes: edit/update notes for any additional columns</i>
(1) Years starting with the first Guarantee Period through end of Financing Term.
(2) <i>Guaranteed Annual Utility Cost Savings</i> as per Schedule C.
(3) <i>Guaranteed Annual Operational and Maintenance Savings</i> as per Schedule B. (if applicable) <i>Annual Vehicle Fleet Operational and Fuel Cost Savings</i>
(4) Total <i>Guaranteed Annual Cost Savings</i> are the sum of Utility, O&M, and Vehicle Savings.
(5) Payment to Lessor is based on a Project Interest Rate as indicated. Actual rate will be determined at closing.
(6) Annual Measurement and Verification Fee as shown on Schedule D.
(7) Total Program Costs are the sum of Columns (5 and 6).
(8) Net Savings equals Total Program Savings less Total Program Costs. Shall be positive each year as required by Statute.

1) Net savings must never be negative. 2) A surplus in one year cannot be carried forward to create positive cash flow in a subsequent year. 3) Electronic copy should be in EXCEL spreadsheet form.

**Measurement and Verification Fee is broken out in Column 6, but the total cost of Measurement and Verification is included in the total project costs listed out in Column 7.*

EPC Schedule G, New 7-2017

EPC SCHEDULE H

Certification that Cost-weighted Average Service Life of Equipment Exceeds Financing Term

The table below is an example of the information and calculations to determine the Cost-Weighted Average Service Life of utility cost-savings equipment (**EPC Article 1-X (iv)**).

Utility Cost-Saving Measure or Facility Improvement Measure ⁽¹⁾	Construction Cost ⁽²⁾	Service Life ⁽³⁾	Source of Service Life Value ⁽⁴⁾	Average Service Life Value ⁽⁵⁾
<i>Upgrade Interior/Exterior Lighting to LED</i>	\$1,497,000	22.8	Manufacturer Cutsheets	7.5
<i>Upgrade & Standardize BAS Platform with new system</i>	\$1,949,000	24.7	ASHRAE	10.5
<i>Install VFDs & Motors on Air Handling Units</i>	\$454,000	24.7	ASHRAE	2.5
<i>Pneumatic systems upgrade to electronic</i>	340,000	24.7	ASHRAE	1.7
<i>RTU Replacement at MS</i>	93,000	25.0	ASHRAE	0.5
<i>Envelope sealing</i>	153,726	28.0	ASHRAE	0.9
<i>IGA Fee</i>	\$78,059	0	N/A	0
Total Construction Cost⁽⁶⁾	\$4,564,785			
Cost-Weighted Average Service of all ECM/FIMs⁽⁷⁾				23.6
Financing Agreement Term⁽⁸⁾				20

Notes
(1) Final Accepted List of Improvements
(2) Construction Cost as defined on the CEO Cost Estimating Tool
(3) Service Life (indicate source of service life by ECM on the following table)
(4) Provide an abbreviation of the source, then below this table the source full name, date of publication, and any additional information necessary to confirm the value
(5) Formula: Cost of Improvement multiplied by Service Life then divided by Total Construction Cost
(6) Total Construction Cost per CEO Cost Estimating Tool
(7) Total of ECM/FIM Individual Average Service Life Values <i>Formula: Cost-Weighted Average Service Life = \sum each ECM \div total construction cost \times service life</i>
(8) Financing Agreement Term from final Principal Representative financing documents (Section 24-30-2001(1)(d), C.R.S. states that the maximum term of the payments shall be less than the Cost-Weighted Average Useful (<i>service</i>) Life of utility cost-savings equipment for which the contract is made, not to exceed 25 years)

EPC SCHEDULE I

RECORD OF REVIEWS (LOCAL GOVERNMENTS)

This review process is required for all Energy Performance Contracting (EPC) work with any state agencies or Political Subdivisions participating in the Colorado Energy Performance Contracting Program (CEPCP). This document outlines and tracks selected items reviewed by the Colorado Energy Office and/or its Consultants and the Office of the State Architect (OSA), as applicable, of the Investment Grade Audit (IGA) and EPC Project Proposal contract, the IGA Audit Report and EPC Project Proposal, and the EPC documents. These reviews are not legal reviews of the documents and do not replace the Political Subdivision's legal review. The financing proposal (bank loan, bonds, internal funds, or other financing method) is not included in the CEO/OSA review. State agencies shall consult with the State Treasury's office for any financial review/reporting requirements. Political Subdivisions shall perform their own review of the financing proposal.

INVESTMENT GRADE AUDIT CONTRACT (this review shall be completed by a CEPCP member, the Principal Representative of the Governing Body of the Political Subdivision, and, as necessary, the OSA, prior to the ESCO signing the IGA contract)

The IGA Contract review establishes:

- Confirmation that the CEPCP-provided IGA contract and exhibits are being used;
- Scope of Work (IGA Exhibit A) if modified, was only modified within the generally historically allowed changes with approval of the client, the CEPCP reviewer, and OSA as applicable;
- ESCO cost and pricing elements are within the boundaries of the EPC base agreement contract with CEPCP program; and
- No additions, subtractions, or changes have been made to the IGA contract without notifying and receiving approval from the Principal Representative, the CEPCP reviewer, and OSA as applicable.

CEPCP Reviewer: _____ Date Completed: _____
 Reviewers Comments: _____

Client Reviewer: _____ Date Completed: _____
 Reviewers Comments: _____

INVESTMENT GRADE AUDIT REPORT AND PROJECT PROPOSAL (This review shall be completed by a CEPCP member, the Principal Representative, and, as necessary, OSA, prior to finalizing the EPC Project Proposal for an EPC contract)

IGA report review addressed the following:

- IGA has met the minimum requirements as outlined in the CEPCP IGA Exhibit A, Scope of Work;
- Verifies compliance with all applicable legislation for state governments;
- Reviews existing operational assumptions and adds notes as necessary to the Principal Representative and ESCO verifying assumptions are confirmed by the Principal Representative;
- Confirms that adequate technical details follow appropriate methodologies and assumptions used to calculate savings (utility usage reduction) for each Utility Cost Savings Measure or FIM;
- Confirms costs document: engineering/design costs, contractor/vendor estimates, fees, estimated code compliance cost, etc.
- Principal Representative confirms that any operation and/or maintenance (O&M) savings proposed by the ESCO are acceptable. The sufficiency of O&M savings are not reviewed by the CEPCP;
 - Principal Representative Signature _____
 - Date: _____
- Principal Representative confirms that presented operations, schedules, set points, etc. are acceptable.
 - Principal Representative Signature _____
 - Date: _____
- Principal Representative confirms commissioning, M&V plans, and any non-verified calculated savings, are in compliance with the CEPCP and that the Principal Representative understands and accepts these items and schedules.

EPC SCHEDULE I
RECORD OF REVIEWS (LOCAL GOVERNMENTS)

- Principal Representative Signature _____
- Date: _____
- Principal Representative confirms, when applicable, the Principal Representative’s annual or one-time monetary contributions are included in the financial performance schedule. The sufficiency of such contributions is not reviewed by the CEPCP.
 - Principal Representative Signature _____
 - Date: _____
- Principal Representative confirms acceptance of presented annual utility and inflation escalation rates.
 - Principal Representative Signature _____
 - Date: _____

CEPCP Reviewer: _____ Date Completed: _____
Reviewers Comments: _____

Principal Representative Reviewer: _____ Date Completed: _____
Reviewers Comments: _____

ENERGY PERFORMANCE CONTRACT (this shall be completed by a CEPCP member, the Principal Representative, and as necessary, OSA, prior to the ESCO signing the contract)

The EPC review establishes the following:

- Confirms that the CEPCP provided EPC contract and schedules are being used;
- ESCO cost and pricing elements are within the boundaries of their EPC base agreement contract with CEPCP;
- No additions, subtractions, or changes have been made to the contract without notifying and receiving approval from the Principal Representative, the CEPCP reviewer, a Principal Representative legal review, and Principal Representative Controller (or equivalent);
- If modified, all modifications, updates, additions to the schedules and exhibits are within the generally historically allowed changes. All changes are tracked until accepted by CEPCP reviewer and OSA as applicable; and
- Confirms the pro-forma schedule includes all known Principal Representative funds, utility rebates, other grant funds, and all potential cost through the length of the loan.

CEPCP Reviewer: _____ Date Completed: _____
Reviewers Comments: _____

Principal Representative Reviewer: _____ Date Completed: _____
Reviewers Comments: _____



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Elizabeth School District

Project No./Name: Elizabeth School District Resource Efficiency Initiative

A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

Or

B. SOLE PROPRIETOR AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a **sole proprietor**, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this 1st day of June, 2023.

VENDOR:

Schneider Electric Buildings Americas, Inc.

Vendor Full Legal Name

BY

:

Signature of Authorized Representative

Regional Vice President

Title

EPC SCHEDULE K: CERTIFICATE OF INSURANCE

This is a cover page for the Certificate of Insurance which is included in the following pages.

EPC SCHEDULE L: PERFORMANCE BOND

The Performance Bond will be provided after the Effective Date of this Contract.

EPC SCHEDULE M: LABOR AND MATERIAL PAYMENT BOND

The Labor and Material Payment Bond will be provided after the Effective Date of this Contract.

EPC SCHEDULE N STANDARDS OF COMFORT

Standards of comfort can be found in Schedule D: Measurement and Verification Services Plan. Schedule D provides details about Building Occupancy Schedules and Standards of Service and Comfort.

EPC SCHEDULE O: CLIENT CONSTRUCTION SPECIFICATIONS

The Political Subdivision has no construction specifications and defers to its engineers and contractors to provide their own specifications suitable for the project. ESCO will provide specifications during the construction phase when required by Schedule A.

EPC SCHEDULE P: CONTRACTORS INTELLECTUAL PROPERTY

Nothing in this Agreement shall be deemed or construed to result in the Political Subdivision acquiring any interest or rights in Contractor's Intellectual Property or in intellectual property owned by any third parties. However, to the extent provided in this Agreement, Contractor shall indemnify, defend and hold harmless the Political Subdivision and the Political Subdivision Agents from and against all suits, causes of action or claims for any actual or alleged infringement of third-party intellectual property rights, including but not limited to patent, copyright or trade secret rights, by any design, device, material, process, document, software, service or any component thereof ("Product") provided to Political Subdivision by Contractor in connection with this Agreement or otherwise caused by Contractor or any of its Subcontractors in connection with this Agreement ("IP Claim"). Contractor shall control the defense of any such IP Claims at its own cost and expense and shall pay all costs and expenses incurred in connection therewith, including without limitation any judgments, license fees, royalties and/or attorney's fees resulting therefrom.

Notwithstanding anything to the contrary, Contractor's obligations with respect to IP Claims and infringing or allegedly infringing Products shall not apply to the extent the actual or alleged infringement is based upon or caused by Political Subdivision's improper use or modification of Products provided by Contractor.

4817-7700-7341, v. 1

EPC SCHEDULE Q: SYSTEM STARTUP AND COMMISSIONING

For all FIMs below the commissioning agent shall be a Contractor employee. The final commissioning plan will be developed during project construction and completed prior to the commencement of commissioning.

Upgrade Interior Lighting to LED, Upgrade Exterior & Parking Lot Lighting to LED, Increase Exterior Lighting, add Emergency Egress Lighting

Preliminary Commissioning Plan:
Pre-functional checklists and installation validation
Functional performance testing
Documentation of pre and post Option A M&V sample fixture measurements

New BAS System: Fully Convert from Pneumatic to Digital Control and Standardize BAS Platform

Preliminary Commissioning Plan:
Pre-functional checklists and installation validation
Functional performance testing

Add VFDs to Air Handling Units & HVUs

Preliminary Commissioning Plan:
Pre-functional checklists and installation validation
Functional performance testing

Replace RTUs at Middle School

Preliminary Commissioning Plan:
Pre-functional checklists and installation validation
Functional performance testing

Envelope sealing

Preliminary Commissioning Plan:
Pre-functional checklists and installation validation

EPC SCHEDULE R: CONTRACTOR TRAINING RESPONSIBILITIES

The trainings provided to the Political Subdivision will cover the use and maintenance of the installed equipment per the manufacturer's recommendations. The trainings will include the warranty process. The Political Subdivision will determine what individuals will attend the trainings. The Contractor will submit an agenda for the training session to be approved by the project Stakeholders.

Upgrade Interior/Exterior Lighting to LED

Preliminary Training Plan:

- On-site classroom review of O&M Manuals
- Site walk review of components

Replace Existing BAS Controls

Preliminary Training Plan:

- Hands-on training and operation of turned-over buildings under ESCO supervision and coaching
- On-site classroom review of workstation graphical interface
- On-site classroom review of O&M Manuals
- Site walk review of components

VFDs for AHUs and H&V Units

Preliminary Training Plan:

- On-site classroom review of O&M Manuals
- Demonstration of how to control operation within the automation systems
- Site walk review of components

Envelope Improvements

Preliminary Training Plan:

- On-site classroom review of O&M Manuals
- Site walk review of installed foam sealant/door seals/etc.

In addition to the training responsibilities above, ESCO is responsible for providing the services defined in Exhibit A of Schedule D throughout Years 1 – 3. These services provide for ongoing training and support for optimal operation of the solutions included in the project.

EPC SCHEDULE S

POLITICAL SUBDIVISION'S MAINTENANCE RESPONSIBILITIES

General Responsibilities

Political Subdivision acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Political Subdivision agrees to undertake the following responsibilities:

Political Subdivision agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Political Subdivision facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Political Subdivision will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Political Subdivision will perform daily facilities monitoring and promptly review any alarm summaries.

Political Subdivision will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Political Subdivision will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Political Subdivision will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Political Subdivision on a time and materials basis.

Maintenance Responsibilities

Political Subdivision agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Political Subdivision agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee, as is reasonably appropriate to ensure that ESCO is not responsible for payment of any shortfall caused by such Failed ECM, in consultation with the Colorado Energy Office and the Political Subdivision.

Political Subdivision will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Political Subdivision must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Political Subdivision will be responsible to provide to ESCO

documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Political Subdivision refuse to perform the required maintenance as required in this Contract, ESCO and Political Subdivision shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to the Customer Responsibilities for Performance Guarantee or (2) ESCO may terminate the Performance Guarantee associated with that ECM and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

Adjustment Responsibilities

In addition to the responsibilities of Political Subdivision set forth in this Schedule, Political Subdivision also agrees to undertake the responsibilities set forth in the Adjustment Schedule, included in Schedule D, as necessary.

4822-6413-6429, v. 1

Schedule T Notice of Substantial Completion

See example Letter of Substantial Completion below:

Re: [Project Name - PC##P####]

Subject: **Letter of Substantial Completion**

Dear [Customer Name],

Contractor certifies on this date that the _____ has been furnished, installed, calibrated and tested in all modes of operation at the above project site.

All schedules have been entered per the project documents or as requested by the project personnel at the time of onsite training. The customer will be required to verify all schedules for the project.

All temperature set points for heating and cooling have been entered per the contract documents or as requested by the project site personnel at the time of onsite training. The customer will be required to verify all temperature set points for the project.

At this point, the operation of the _____ is turned over to [Customer Company Name Maintenance Department]. It is the customer's responsibility to _____.

The date of Substantial Completion of the Project or portion thereof designated above is hereby established as of [Thursday, July 18, 2019], which is also the date of commencement of applicable warranties required by Contract Documents.

For any warranty or performance related questions, please contact your Contractor Representative.

[PASS NAME]

[Phone Number]

[Email]

Sincerely,

[Project Manager Name]

[Job Title]

Schneider Electric Energy and Sustainability Services

[Client Name]

[Client Title]

Location

cc: Project File

Schedule U

Notice of Final Acceptance

An example of the Final Acceptance Letter is shown below:

Re: [Insert Project Information Here] - **Final Acceptance Letter**

[Title] [Name],

Contractor Energy and Sustainability Services certifies on this date that the energy retrofit project at the above location is complete. Warranty dates for completed portions of the work are summarized in the table below:

Description	Warranty Start Date	Labor Warranty Expiration Date	Parts Warranty Expiration Date

Repair or Replacement

If any Contractor manufactured equipment fails to operate due to a defect in materials or workmanship within one year of the above date, it will either be repaired or replaced by Contractor at no charge. Contractor reserves the right to repair or replace that equipment with new or refurbished parts of like model numbers.

Exclusions or Limitations

The limited warranty does not cover damage by negligence, misuse, accident or computer viruses. For warranty service, please contact the Contractor at phone number: (800) 274-5551. When calling, reference this letter with Contractor project [Insert Project Information]. Equipment furnished but not manufactured by Contractor will carry the manufacturers' expressed limited warranty terms. See the O&M manuals for these specific terms and conditions.

Performance Assurance Period

The [Insert Project Name] on the above date is entering into the second phase of the project, referred to as the Performance Assurance Period. At this time Contractor will commence in the utilities monitoring and furnish to the [Insert Project Name] periodic reports documenting actual energy savings. The Performance Assurance Period will commence [Date of Performance Guarantee].

Sincerely,

X _____

X _____

[Typed Name]

[Typed Name]

[Title]

[Title]

[Phone Number]

[Phone Number]

[Email Address]

[Email Address]