

ENERGY SERVICES CONTRACT

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Salina, Kansas ("Customer"), dated November 15, 2023 (the "Effective Date ") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the Contract Documents including the Schedules and Exhibit(s) listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

Schedule A: Scope of Work

Schedule B: Performance Assurance Support Services Agreement

Schedule B: Exhibit A – Performance Assurance Support Services

Schedule C: Performance Guarantee

Schedule D: Measurement & Verification ("M&V") Plan

Schedule E: Customer Responsibilities for Performance Guarantee

RECITALS

WHEREAS, Customer owns and operates the Project Site(s), and is in need of energy, water and operating cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

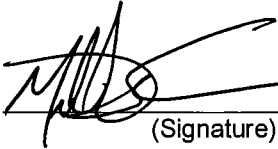

WHEREAS, Customer is authorized under the laws of the State of Kansas (hereinafter the "State") to enter into this Contract for the purposes set forth herein.

WHEREAS, ESCO is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of Customer; and

WHEREAS, under a separate agreement with the Customer, ESCO has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Report and the Parties hereby acknowledge that the Investment Grade Audit Report has been reviewed and accepted by the Customer; and

WHEREAS, Customer desires to retain ESCO to purchase, install and service certain energy, water and operating cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water and operating cost reductions within Project Site(s), as more fully described herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and ESCO hereto covenant and agree that the above-described Schedules and Exhibits are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

	City of Salina, Kansas		Schneider Electric Buildings Americas, Inc.
By	 _____ (Signature)	By	 _____ (Signature)
Print Name	<u>Michael Schrage</u>	Print Name	<u>Tammy Tolle</u>
Title	<u>City Manager</u>	Title	<u>Vice President</u>

DEFINITIONS

1. "Actual Savings" is defined as the sum of the total savings realized using the procedures for measurement of savings as set forth in Schedule D plus all adjustments and non-measured savings.
2. "Annual Savings Guarantee" is the amount of the Actual Savings that is guaranteed by ESCO for a twelve (12) month period beginning on the Savings Guarantee Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Change Order" is defined as a written change to this Contract, that is executed by both parties, stating the parties' agreement upon changes to the Scope of Work, Contract Price, Contract Time, and/or Performance Guarantee.
4. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules and Exhibits identified above, and any mutually agreed upon written modification issued after execution of this Contract as provided in a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
5. "Date of Commencement" is the later of the Effective Date or the date funding occurs.
6. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
7. "Excess Savings" is the amount of Actual Savings in excess of the Performance Guarantee to date, commencing on the Substantial Completion date of each scope of work.
8. "Guarantee Year" is the twelve (12) month period beginning on the Savings Guarantee Commencement Date and each subsequent twelve (12) month anniversary thereafter.
9. "Investment Grade Audit or "IGA" shall mean the services provided under separate agreement wherein ESCO agreed to prepare a report setting forth, among other things, (a) an assessment of the energy characteristics of the Project Site(s), (b) an analysis of energy, water, and wastewater related to the Project Site(s), and (c) recommendations to achieve cost and/or energy, water, and wastewater

savings.

10. "Performance Guarantee" is the Annual Savings Guarantee for each year of the guarantee term as set forth in Schedule C unless terminated earlier in accordance with the Contract Documents.
11. "Performance Period" is defined as the period beginning on the Savings Guarantee Commencement Date and extending through the time period as defined in the Performance Guarantee.
12. "Project" shall mean the equipment, services and improvements to the Project Site(s) to be constructed by ESCO in accordance with and subject to the terms and conditions of this Contract as more specifically set forth in Schedule A (Scope of Work). For the avoidance of doubt, notwithstanding the original scope of the Project as contemplated in the IGA, the Scope of Work attached as Schedule A shall represent the entirety of the intended and agreed upon scope for the Project.
13. "Project Site(s): The facilities of the Customer, identified in the Scope of Work, in need of energy, demand, water and operating equipment and services designed to reduce consumption and associated costs.
14. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the final Substantial Completion Letter.
15. "Substantial Completion" refers to and shall mean the point at which Work is sufficiently implemented in accordance with the Contract Documents so as to be operational and fit for use by Customer and fully complete except for minor items, adjustments and/or corrections.
16. "Substantial Completion Letter" shall have the meaning set forth in Section 9.3 hereof.
17. "Warranty Period" is for one (1) year from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.
18. "Work" means the services required to be performed by ESCO pursuant to Schedule A (Scope of Work), whether completed or partially completed, and all labor, materials, equipment and services required to be provided in order for ESCO to perform such services in accordance with the Contract Documents. Work may refer to the whole or parts of the Scope of Work.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 600 days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT PRICE AND PAYMENTS

2.1 The total of all implementation contract payments shall not exceed \$7,717,649 (the “Contract Price”). If the cost of the Work exceeds the Contract Price, ESCO shall bear such costs in excess of the Contract Price without reimbursement or additional compensation from Customer; provided, however, that the Contract Price is subject to additions and deductions by Change Order as provided in the Contract Documents. ESCO shall invoice Customer for construction progress payments which shall be paid to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the Project Mobilization Payment. Payment of invoice is due thirty (30) days after the invoice application date. If receipt of any payment exceeds the thirty (30) days after the invoice application date, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice.

2.2 Within thirty (30) days of the Date of Commencement, Customer shall make a payment of 10% of the total Contract Price (“Project Mobilization Fee”) for expenses relating to project development costs incurred during the IGA, procurement of equipment, materials, and/or bonds, and any other project start-up and mobilization expenses.

2.3 For the initial one (1) year beginning at the Savings Guarantee Commencement Date, Customer shall receive the services as described in the Performance Assurance Support Services Agreement at no additional cost. Thereafter, the Performance Assurance Support Services Agreement shall automatically renew for a period of one (1) year, whereby Customer can maintain the current service, upgrade the level of service, or terminate, as provided for in Schedule B.

ARTICLE 3 – CUSTOMER

3.1 Except for permits, licenses, inspections and associated fees that are explicitly the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, inspections, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities, including, but not limited to inspections for concrete and/or earthen compaction, where applicable. Notwithstanding the foregoing, ESCO shall secure and pay for the building permit and all other permits and fees required by the City of Salina or by government agencies necessary for proper execution and completion of the Work.

3.2 If ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents within the Warranty Period or repeatedly fails to carry out the Work in accordance with the Contract Documents (“Defective Work”), Customer shall provide written notice to ESCO detailing any alleged deficiencies. If the noticed deficiencies are not resolved or if ESCO does not diligently commence to address such deficiencies within thirty (30) days of receipt of the written notice, Customer may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this

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right for the benefit of ESCO or any other person or entity.

3.3 Customer acknowledges that any equipment or system not specifically included in the Scope of Work is assumed to be in normal working order. Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage relating to Project Site(s).

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents, including but not limited to those duties and responsibilities set forth in Schedule E.

3.7 Customer shall provide facility access adequate to the requirements of ESCO and their subcontractors in accordance with the project schedule. Keys, access cards, and/or escorts will be provided for all facilities involved in the scope of Work in a quantity sufficient to facilitate execution of scopes at multiple locations with multiple trades. Customer is subject to Change Orders for delays resulting from limited or restricted access for scheduled or previously coordinated work. Keys and/or access cards may be issued to ESCO project personnel and subcontractor site foreman or lead personnel as necessary.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO'S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer that for the applicable Warranty Period the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER UNLESS REQUIRED BY APPLICABLE STATE LAW.

4.4 Unless otherwise provided in the Contract Documents, the Contract Price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services provided by ESCO. ESCO is required to impose taxes on orders and shall invoice

Customer for such taxes and/or fees according to state and local statute, unless Customer timely furnishes ESCO with a properly completed exemption certificate acceptable to the authorities imposing the tax or fees.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, materials, and other products provided by ESCO pursuant to the Contract Documents ("Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such Products, and shall hold Customer harmless from loss on account thereof. In the event any Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either; (i) procure the right for Customer to continue using such Product, (ii) modify such Product to render it non-infringing (provided such modification does not materially degrade the performance, functioning or operation of the Product),(iii) replace such Product with functionally equivalent, compatible, non-infringing Product. If, after exercising all commercially reasonable efforts, ESCO is unable to remedy the infringement or alleged infringement in accordance with the previous sentence then ESCO shall refund the amount paid for the infringing product. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's products being modified or combined with any other design, process, device, material, or product without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing Product subject to specific requirements of the Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify, defend and hold harmless Customer, and agents and employees thereof from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, NEITHER PARTY SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed an amount equal to 200% of the Contract Price, excluding third party claims for personal injury, or claims of tangible property damage to the extent caused by ESCO's negligence or as may be required by law. The foregoing limitations and exclusions of liability shall only apply to the extent permitted by the Constitution and laws of the State.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 Any controversy or claim arising out of or relating to this Contract or the Contract Documents, or any breach thereof, shall be resolved by litigation in the Saline County, Kansas district court, provided however,

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prior to initiating litigation the parties agree that they will engage in non-binding mediation of such dispute or controversy.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements ESCO, if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Price, Contract Time and/or Performance Guarantee shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.3 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Price shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, unusually severe shortages in the available supply of and/or unusually severe increases in the cost of materials or equipment needed for performance of the Work, delays of common carriers, or any other causes which are beyond the reasonable control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

8.3 Customer acknowledges that the prevailing COVID epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in ESCO's (or its subcontractors'

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or suppliers') ability or capacity to perform the contracted Work and/or to produce, deliver, install or service any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by ESCO (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of ESCO's (or its subcontractors' or suppliers') employees. Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay and shall not expose ESCO to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied per Article 3.2, (2) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (3) repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon Substantial Completion of the Work or any portion of the Work, ESCO will issue Customer a Substantial Completion Letter for the applicable Work.

9.4 Final payment shall not become due until ESCO has delivered to Customer a conditional release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed. Upon receipt of final payment, ESCO shall deliver an unconditional and final waiver and release of all liens.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The Work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work

to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Price for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 **Required Insurance.** ESCO shall, at its sole cost and expense, maintain in effect the following policies of insurance for the applicable period(s) set forth in Article 11.2:

11.1.1 *Commercial General Liability Insurance.* A policy of commercial general liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000) per occurrence ("*General Liability Policy*").

11.1.2 *Automobile Liability Insurance.* A policy of automobile liability insurance, written on an "occurrence" basis, with a combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage ("*Auto Liability Policy*"). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.

11.1.3 *Workers' Compensation and Employer's Liability Insurance.* Workers' compensation insurance as required by California law, and employer's liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000).

11.1.4 *Professional Liability Insurance.* Professional liability insurance, written on a claims-made (and reported) basis, with a limit of not less than two million dollars (\$2,000,000) per claim ("*Professional Liability Policy*").

11.2 **Duration of Insurance.** The insurance required pursuant to this Article 11 shall be procured by ESCO prior to ESCO's commencement of the Project and shall be maintained in effect by ESCO at least until the date that is one year following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project. Notwithstanding the foregoing, ESCO shall maintain the Professional Liability Policy in effect at least until the date that is three years following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project.

11.3 **Insurer Rating Standards.** The insurance policies required pursuant to this Article 6 must be issued by one or more insurers that are (i) licensed to do business in the State of Kansas and (ii) have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII."

11.4 **Additional Insureds.** Customer, members of Customer's Governing Body, and Customer's other

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officers, employees, and agents (collectively, including the Governing Body, the “*Customer Agents*”), shall all be named as additional insureds on ESCO’s General Liability Policy and Auto Liability Policy. The additional insured endorsements will be provided on the most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

11.5 **Waiver of Subrogation.** Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.

11.6 **ESCO Insurance is Primary.** The General Liability Policy and the Auto Liability Policy must be endorsed to provide that they are primary and non-contributory.

11.7 **Premiums, Deductibles and Self-Insured Retentions.** ESCO shall be solely responsible for paying any and all deductibles and self-insured retentions applicable to any of the insurance policies that ESCO is required to have in effect pursuant to this Article 6.

11.8 **Evidence of Coverage.** Prior to commencing the Work, ESCO must provide to Customer duly authorized and executed certificates of insurance evidencing that the insurance policies required to be maintained by ESCO pursuant to this Article 6 are in effect (each a “*Certificate of Insurance*”) As applicable, the Certificates of Insurance must identify those who are additional insureds in accordance with this Article 6. Not less than thirty days prior to the expiration of any insurance policy that ESCO is required to maintain pursuant to this Article 6, ESCO must provide an updated Certificate of Insurance to Customer evidencing the renewal of such policy.

11.9 **Notice of Change in Policies.** ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

11.10 **Review of Coverage.** Customer’s failure to identify any non-compliance by ESCO with the requirements of this Article 6 shall not be deemed or construed to relieve ESCO from any of its obligations hereunder.

11.11 **Subcontractor Insurance.** ESCO shall require each Subcontractor to maintain such levels and types of insurance coverage as are appropriate for the Work to be performed by such Subcontractor.

11.12 **Bonds.** ESCO shall provide payment and performance bonds for 100% of the Contract Price to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO’S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer fails to make payments to ESCO as required in this Contract, through no fault of ESCO, ESCO may, upon ten (10) business days written notice to Customer, suspend or terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the

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Project.

12.2 If Customer (1) fails or neglects to maintain Customer responsibilities as set forth in Schedule E, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer ten (10) business days to cure, suspend or terminate the Contract, including, but not limited to the termination of any obligation of ESCO to provide the Performance Guarantee.

12.3 If ESCO breaches a material provision of this Contract, Customer has provided written notice to ESCO detailing the alleged breach, and within ten (10) business days of receipt of the written notice the alleged breach is either not cured or ESCO has not diligently commenced to cure such breach, Customer may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO and/or terminate the Contract immediately by written notice to ESCO. In the event of termination of the Contract by Customer, neither party shall have any further duties, obligations, responsibilities, or rights under the Contract, except, however, (a) obligations arising from ESCO's indemnification obligations under the Contract shall remain in full force and effect, and (b) obligations of ESCO's surety shall remain in full force and effect, and such obligations shall not be extinguished, reduced, or in any manner waived by the termination of the Contract. In the event of termination, ESCO shall be entitled to the reasonable value of its services performed up to the date of termination, at the same rate or implied rate as may be reasonably inferred from the Contract Documents, minus any damages, including liquidated damages, if so provided herein, arising from such breach. Customer reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in Customer's sole discretion, so as to permit a full and complete accounting of costs and damages. In no event shall ESCO be entitled to receive in excess of the Contract Price.

12.4 Subject to Article 13.2, termination of any of the Contract Documents shall release ESCO of all remaining obligations under all of the Contract Documents as of the effective date of such termination.

12.5 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 Severability. If any provision of this Contract is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under the law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

13.2 Survival of Obligations. The obligations of the Parties under this Contract that by their nature would continue beyond expiration, termination or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation. For the avoidance of doubt, ESCO's obligations with regard to the Performance Guarantee shall not continue beyond expiration, termination or cancellation of this Contract.

13.3 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.4 Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance or ESCO's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of ESCO's GreenLine. The GreenLine is ESCO's global helpline for external stakeholders. It is a confidential

channel through which Customers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

13.5 Import and Export. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "Deliverables") provided by ESCO under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit ESCO from fulfilling any order, or would in ESCO's judgment otherwise expose ESCO to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, ESCO shall be excused from all affected obligations under such order and/or this Contract.

13.6 Cybersecurity.

13.6.1 Customer's Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Deliverables provided by ESCO, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on ESCO's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of ESCO's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by ESCO from time to time, and then-current industry standards.

13.6.2 Customer's Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO's installation instructions and using the latest version of the Deliverables, where applicable. An "Update" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable, but

does not contain significant new features. A “Patch” is an Update that fixes a vulnerability in a Deliverable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer’s Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

13.6.3 Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, “Feedback”). ESCO shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer’s name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

13.7 This Contract shall be governed by the laws of the State.

13.8 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.9 ESCO shall prepare and provide and Customer agrees to participate in press release(s) and business case studies limited to the business relationship with ESCO and Customer’s use of ESCO’s services. Customer agrees to grant ESCO the right to use Customer’s trademarks, for the term contained herein, in connection with press releases, case studies or website marketing, advertisement, promotion, sale, and distribution of ESCO’s services. Prior written notice of use shall be provided to Customer by ESCO and Customer’s written approval is necessary for any press releases or case studies.

13.10 Equal Opportunity.

(a) In conformity with the Kansas act against discrimination and Chapter 13 of the Salina Code, ESCO and its subcontractors, if any, agree that:

- (1) ESCO shall observe the provisions of the Kansas act against discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;
- (2) ESCO shall include in all solicitations, or advertisements for employees, the phrase “equal opportunity employer,” or a similar phrase to be approved by the City’s human relations director;
- (3) If ESCO fails to comply with the manner in which ESCO reports to the Kansas human rights commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, ESCO shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by Customer;

- (4) If ESCO is found guilty of a violation of Chapter 13 of the Salina Code or the Kansas act against discrimination under a decision or order of the Salina human relations commission or the Kansas human rights commission which has become final, ESCO shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by Customer;
- (5) ESCO shall not discriminate against any employee or applicant for employment in the performance of this Contract because of race, sex, religion, age, color, national origin, ancestry or disability; and
- (6) ESCO shall include similar provisions in any subcontract under this Contract.

13.11 This Contract sets forth the entire understanding between the parties and supersedes all prior and contemporaneous oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

SCHEDULE A: SCOPE OF WORK

The Contract Price includes the Owner's Contingency of \$102,844, a sum established for Owner's exclusive use to cover unanticipated costs which are not the basis for a Change Order under the Contract Documents. Funds comprising the Owner's Contingency may only be expended at Owner direction and approval. Unspent portions of the Owner's Contingency remaining at the end of the Project will be credited back to Owner. The contractual scope of work is defined by the follow documents:

- Included in this Schedule A
- Further defined by the City of Salina ESCO Project Appendix 10-12-23

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

CITY OF SALINA MECHANICAL AND ELECTRICAL SCOPE

NEW MECHANICAL EQUIPMENT EFFICIENCY:

The City of Salina has adopted the 2009 version of the International Energy Conservation Code for minimum standards of new HVAC equipment efficiency. Within this project, as detailed above within the scope of work, Schneider Electric will provide new equipment that meets, or exceeds, the efficiency standards of the 2021 International Energy Conservation Code. The below table indicates the minimum efficiency rating for new equipment.

EQUIPMENT TYPE	SIZE CATEGORY (COOLING)	MINIMUM EFFICIENCY @ AHRI TESTING CONDITIONS
SPLIT SYSTEM AND PACKAGE UNIT	< 65,000 BTU/H	13.4 SEER2
SPLIT SYSTEM AND PACKAGE UNIT	≥ 65,000 BTU/H AND < 135,000 BTU/H	14.6 IEER
SPLIT SYSTEM AND PACKAGE UNIT	≥ 135,000 BTU/H AND < 240,000 BTU/H	14.0 IEER
SPLIT SYSTEM AND PACKAGE UNIT	≥ 240,000 BTU/H AND < 760,000 BTU/H	13.0 IEER

EQUIPMENT TYPE	MINIMUM EFFICIENCY
PACKAGE UNIT WITH ENERGY RECOVERY (ANIMAL SHELTER)	5.2 ISMRE *

* ISMRE – Integrated Seasonal Moisture Removal Efficiency

Manufacturers of each piece of equipment must meet the efficiencies listed to be approved as equal to the basis of design.

ANIMAL SHELTER:

- **Replace Split HVAC Systems**
 - Demolish (2) new condensing units and associated indoor air handling units.
 - Provide (2) new condensing units and associated DX cooling and gas heating indoor air handling units. New equipment will be sized to handle the space/zone heating and cooling loads they serve.
 - Electrical disconnect and reconnect of power is included within the scope of work.
 - System start-up along with airside test and balancing of new air handling units.

- Commissioning of new equipment is included to ensure proper system operation.
- **Replace Ground-Mounted Rooftop Unit**
 - Demolish (1) packaged DX cooling and gas heating RTU.
 - Provide (1) new packaged DX cooling and gas heating RTU. The new RTU will be equipped with bi-polar ionization generator. New equipment will be sized to handle the space/zone heating and cooling loads they serve.
 - Demolish and replace power to RTU.
 - System start-up along with airside test and balancing of new RTU.
 - Commissioning of the new RTU is included to ensure proper system operation.

FIRE STATION 1:

- **Replace Unit Heaters**
 - Demolish (4) existing gas-fired unit heaters.
 - Provide (3) new gas-fired furnaces. New equipment will be sized to handle the space/zone heating loads they serve.
 - Provide new supply and return ductwork along with supply and return grilles.
 - Electrical disconnect and reconnect of power is included within the scope of work.
 - System start-up along with airside test and balancing of new furnaces.
 - Commissioning of new equipment is included to ensure proper system operation.

FIRE STATION 2:

- **Replace Rooftop Units**
 - Demolish (2) packaged DX cooling and gas heating RTUs.
 - Provide (2) new packaged DX cooling and gas heating RTUs. New equipment will be sized to handle the space/zone heating and cooling loads they serve.
 - Electrical disconnect and reconnect of power is included within the scope of work.
 - System start-up along with airside test and balancing of new RTUs.
 - Commissioning of the new RTUs is included to ensure proper system operation.
- **Provide New Heat Pump Unit in North Stairwell**
 - Provide (1) new packaged heat pump system. New equipment will be sized to handle the space heating and cooling loads it serves.
 - Power to new heat pump system shall be in accordance with national electrical code requirements.
 - System start-up along with airside test and balancing of new unit.
 - Commissioning of the new system is included to ensure proper system operation.
- **Improve Airflow Distribution on the 2nd Floor**
 - Demolish and provide new ceiling grid to allow for modification of existing ductwork in the men's and women's locker rooms. New ductwork, supply diffusers, and return grilles are included.
 - Remove and reinstalled ceiling grid to allow for modification of existing ductwork in the corridors, weight room, and training room. New ductwork, supply diffusers, and return grilles are included.
 - Airside test and balancing of RTUs (RTU-3 and RTU-5).

FIRE STATION 3:

- **Replace Split AC System**
 - Demolish (1) existing condensing unit and associated indoor air handling unit.
 - Provide (1) new condensing unit and associated indoor air handling unit. New refrigerant piping, outside air louver, and ductwork are included. New equipment will be sized to handle the space heating and cooling loads it serves.
 - Electrical disconnect and reconnect of power is included within the scope of work.
 - System start-up along with airside test and balancing of new air handling unit is included. Diffuser level balancing is not included.
 - Commissioning of new equipment is included to ensure proper system operation.

- **Replace Boiler Plant and Domestic Water Heater**
 - Demolish (1) non-condensing boiler, (1) system pump, (1) expansion tank, (1) air separator, and (1) domestic water heater.
 - Provide (1) new non-condensing boiler, (1) new system pump, (1) new expansion tank, (1) new air separator, and (1) new domestic water heater. Existing gas and hydronic piping shall be reused. New gas trains, condensate neutralization kits, and condensate piping are included for the boiler and domestic water heater. New combustion air and flue vent piping are also included for the boiler and domestic water heater.
 - Electrical disconnect and reconnect of power is included within the scope.
 - System start-up along with hydronic test and balancing is included for the new boiler plant. Full system hydronic test and balancing is not included within scope of service.
 - Commissioning of new equipment is included to ensure proper operation.

FRIENDSHIP CENTER:

- **Replace Split HVAC System**
 - Demolish (2) existing heat pump units and associated indoor air handling units.
 - Provide (2) new heat pump units and associated indoor air handling units. New equipment will be sized to handle the space/zone heating and cooling loads they serve.
 - Electrical disconnect and reconnect of power is included within the scope of work.
 - System start-up along with airside test and balancing of new air handling unit is included. Diffuser level balancing is not included.
 - Commissioning of new equipment is included to ensure proper system operation.

KENWOOD COVE:

- **Replace Domestic Hot Water Heaters**
 - Demolish (2) electric hot water heaters and provide (2) new gas-fired, domestic water heaters.
 - Demolish and provide (1) new mixing valve for the hot water heaters.
 - Existing domestic hot water piping shall be reused. New gas train assemblies, gas piping, condensate neutralization kits, and condensate piping are included for the hot water heaters. New combustion air and flue vent piping are also included for hot water heaters. Coordination with Kansas Gas Service to provide new service to building is included.
 - Power to new hot water heaters shall be provided in accordance with national electrical code requirements.
 - System start-up is included for the hot water heaters.
 - Commissioning of new equipment is included to ensure proper operation.

MUNICIPAL COURT:

- **Replace Rooftop Units**

- Demolish and replace (3) packaged DX cooling and gas heating RTUs. New equipment will be sized to handle the space/zone heating and cooling loads they serve.
- Demolish (3) existing exhaust fans.
- Provide (3) new exhaust fans sized to meet exhaust requirements of the restrooms they serve.
- Electrical disconnect and reconnect of power is included within the scope of work.
- System start-up along with airside test and balancing of new RTUs.
- Commissioning of the new RTUs is included to ensure proper system operation.

SMOKY HILL MUSEUM:

- **Replace HVAC System**

- Demolish (22) existing variable air volume boxes with electric heat and replace with (21) new VAV boxes with electric heat.
- Demolish and replace (6) new in-duct, electric self-contained humidification systems.
- Demolish (1) existing condensing unit on grade and associated air handling unit in the basement mechanical room.
- Demolish (2) existing condensing units on the roof and (2) associated air handling units in the 2nd floor mechanical room.
- Provide (1) new heat pump and (1) associated air handling unit with auxiliary natural gas heat in the basement.
- Provide (2) new packaged rooftop units (DX Cooling/Gas Heating). RTU-1 and RTU-2 will serve the 1st and 2nd floors respectively.
- Structural engineering services along with reinforcement of existing roof to accommodate new rooftop units is included within scope of services.
- New HVAC equipment will be sized to handle the space/zone heating and cooling loads they serve.
- Power to new HVAC equipment shall be in accordance with national electrical code requirements.
- New gas piping shall be routed up the side of the building as approved by the Kansas Historical Society.
- System start-up along with airside test and balancing of new HVAC equipment is included. Diffuser level balancing is not included.
- Commissioning of new equipment is included to ensure proper system operation.

TONY'S PIZZA EVENTS CENTER:

- **Replace Heat Pumps and Air Handling Units' Coils**

- Demolish (8) existing heat pump units and their (4) associated coils in the east air handling units (AHU-36 and AHU-37).
- Demolish (2) existing supply fan motors.
- Provide (4) new heat pumps on roof and (4) associated coils within existing air handling units. Equipment size shall match existing capacities of equipment being demolished.
- Provide (2) new supply fan motors and (2) new variable frequency drives.
- Electrical disconnect and reconnect of power is included within the scope of work.
- System start-up along with airside test and balancing of new air handling unit is included. Diffuser level balancing is not included.
- Commissioning of new equipment is included to ensure proper system operation.

- **Repair North Air Handling Unit (AHU-11)**
 - Remove (2) existing evaporator coils in air handling unit.
 - Provide (2) new evaporator coils in air handling unit.
 - Repair or replacement of other AHU's components is not included.
 - Start-up and commissioning of existing equipment is included to ensure proper operation.

MECHANICAL AND ELECTRICAL 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.
- 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 because of 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.
- 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.
- Quick shipping of equipment or material.
- Repair of existing systems, equipment, or controls.
- Cost for storage of owner furnished equipment.
- Dust control, containment, or HEPA exhaust.
- Fire and smoke control interlock wiring.

- Utility charges and tap fees.
- Cleaning of existing mechanical equipment.
- Temporary water, sewer, heat, cooling, or humidity control.
- Any testing, monitoring, clean-up, removal of asbestos or any other known pollutants.
- Upgrades to existing systems to meet code requirements.
- Sealing of existing ductwork.
- Repair of existing ductwork, including flex duct.
- Chemical treatment and equipment.
- Sprinkler work.

BUILDING AUTOMATION SYSTEM

A Trane Building Automation System (BAS) is to be installed or expanded at the facilities listed below. The Trane system will include control and monitoring parameters as outlined below for each facility. The BAS will be controllable from the Trane hosted Trane Ensemble remote server or through Trane Connect. The BAS main interface will be thru Trane Ensemble, 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 7 simultaneous users. Control zones will be programmed for temperature setup and temperature setback along with unoccupied dew point setup monitoring, and optimized schedules. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

Trane will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, service tool usage, 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:

- | | |
|---------------------------|----------------------------|
| • Kenwood Cove | • Theater Salina |
| • Municipal Court | • Salina Fieldhouse |
| • Smoky Hill Museum | • Regional Training Center |
| Tony's Pizza Event Center | Police Admin |

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.

All new controls will be designed, validated and commissioned to ensure operational and energy efficiency performance.

Owner training is included. See Schedule B, Exhibit A for training provided during Year 1 and beyond.

ALL SITES

All sites listed above will be integrated into a remote hosted Trane Ensemble system.

KENWOOD COVE

A new BACnet integrated Kw Meter will be installed on the Main Electrical Service and integrated to the Trane Ensemble system for alarming and trending.

Control parameters are as follows:

Kw meter (Integrated)

<i>Monitoring Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Voltage Phase A ▪ Voltage Phase B ▪ Voltage Phase C ▪ Voltage Phase A/B ▪ Voltage Phase A/C ▪ Voltage Phase B/C ▪ Amperage Phase A ▪ Amperage Phase B ▪ Amperage Phase C 	<ul style="list-style-type: none"> ▪ Hertz ▪ Power-Total and per phase. Real, Reactive and Apparent ▪ Present Power Demand. Real, Reactive and Apparent ▪ Peak Power Demand. Real, Reactive and Apparent ▪ Power Factor Avg. & Per Phase ▪ User adjustable Alarming and Trending

MUNICIPAL COURTS

The existing Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

3 RTUs to be replaced, the existing BAS on these units will be removed, and the new units integrated into existing Trane BAS. New communicating thermostats on SCVAV rooftop unit and 11 VVT Boxes and 2 bypass ducts will have the existing controls removed and replaced with Trane controls.

Control parameters are as follows:

Rooftop Unit—Single Zone VAV (Integrated)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Economizer % ▪ Cooling % ▪ Heating % ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Space Humidity ▪ Supply Fan Status ▪ Supply Air Temperature ▪ Unit Default Alarms

Rooftop Unit—VVT with bypass damper (Integrated) (Typical of 2)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Economizer % ▪ Cooling % ▪ Heating % ▪ Bypass Damper ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Duct Static Pressure ▪ Return Air Temperature ▪ Supply Air Temperature ▪ Supply Fan Status ▪ Unit Default Alarms

VVT Boxes – (Typical of 11)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ VVT Box Damper Actuation ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Space Humidity ▪ Unit Default Alarms

Smoky Hill Museum

The new Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

The existing BAS will be removed and a Trane BAS will be installed with direct digital control of air handling units, variable air volume (VAV) boxes, and humidifiers. The control parameters below are listed as requirements to the BAS system, all existing unused BAS controls will be removed.

New AHUs, VAV Boxes and Humidifiers are being installed as a part of the project.

A new BACnet integrated Kw Meter will be installed on the Main Electrical Service and integrated to the Trane Ensemble system for alarming and trending.

Control parameters are as follows:

VAV AHUs (Integrated) (Typical of 2)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Economizer % ▪ Cooling % ▪ Heating % ▪ Gas Heating % ▪ Hot Gas Reheat ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Duct Static Pressure ▪ Return Air Temperature ▪ Mixed Air Temperature ▪ Supply Air Temperature ▪ Fan Status ▪ Fan Feedback speed ▪ Filter Status ▪ High Static Alarm ▪ Return CO2 ▪ Unit Default Alarms

VAV AHUs W/Duct Heater (Integrated)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Economizer % ▪ Cooling % ▪ Heating % ▪ Duct Gas Heating % ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Duct Static Pressure ▪ Return Air Temperature ▪ Mixed Air Temperature ▪ Supply Air Temperature ▪ Fan Status ▪ Fan Feedback speed ▪ Filter Status ▪ High Static Alarm ▪ Unit Default Alarms

VAV Boxes – (Typical of 21)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ VAV Box Damper ▪ VAV Box Heating % Command ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Air Temperature ▪ Space Humidity ▪ VAV Airflow CFM ▪ Unit Default Alarms

Duct Humidifiers – (Typical of 6) (Integrated)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Unit Enable Request ▪ Steam Output % Request 	<ul style="list-style-type: none"> ▪ Unit Status ▪ % Steam Output ▪ Unit Default Alarms

Kw meter (Integrated)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Voltage Phase A ▪ Voltage Phase B ▪ Voltage Phase C ▪ Voltage Phase A/B ▪ Voltage Phase A/C ▪ Voltage Phase B/C ▪ Amperage Phase A ▪ Amperage Phase B ▪ Amperage Phase C 	<ul style="list-style-type: none"> ▪ Hertz ▪ Power-Total and per phase. Real, Reactive and Apparent ▪ Present Power Demand. Real, Reactive and Apparent ▪ Peak Power Demand. Real, Reactive and Apparent ▪ Power Factor Avg. & Per Phase ▪ User adjustable Alarming and Trending

Miscellaneous

<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Outside Air Temperature ▪ Outside Air Humidity

Tony’s Pizza Event Center

The existing Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

The existing Automated Logic BAS will be removed, and a Trane BAS will be installed with direct digital control of air handling units. Points to match existing BAS as much as possible, there may be different control point names and needs between ALC and Trane.

For the nine (9) RTUs serving the lobby level 2 meeting rooms and common spaces: remove the standalone thermostats and install Trane full BAS controls on those existing RTUs.

Control parameters are as follows:

Mini-Split Monitoring (Typical of 4)

Monitoring Points

MS-27 (Star A)	▪ Supply Fan Status
MS-28 (Star B)	▪ Space Temperature
MS-29 (N. Concession)	
MS-30 (S. Concession)	

Single Zone AHU 100% OA (Typical of 2) AHU-15, 17 (North Mezz.)

Control Points

Monitoring Points

▪ Supply Fan Command	▪ Space Temperature
▪ DX Cool 1 Command	▪ Space Humidity
▪ DX Cool 2 Command	▪ Supply Fan Status
▪ Gas Heat Command	▪ Coil Leaving Air Temperature
▪ Exhaust Fan Command	▪ Supply Air Temperature
▪ Occupied/Unoccupied	▪ DX Cool 1 Status
▪ Space Temperature Setpoint	▪ DX Cool 2 Status
	▪ Exhaust Fan Status
	▪ Filter DP Switch

Single Zone AHU 100% OA (Typical of 4) AHU-19, 21 (South Mezz.)

Control Points

Monitoring Points

▪ Supply Fan Command	▪ Space Temperature
▪ DX Cool 1 Command	▪ Space Humidity
▪ DX Cool 2 Command	▪ Supply Fan Status
▪ Gas Heat Command	▪ Coil Leaving Air Temperature
▪ Exhaust Fan Command	▪ Supply Air Temperature
▪ Occupied/Unoccupied	▪ DX Cool 1 Status
▪ Space Temperature Setpoint	▪ DX Cool 2 Status
	▪ Exhaust Fan Status
	▪ Filter DP Switch

Kitchen Hood MAU

Control Points

Monitoring Points

▪ Supply Fan Command	▪ Supply Fan Status
▪ OSA Damper Command	▪ Supply Air Temperature
▪ Gas Heat Command	▪ OSA Damper Status
▪ Hood Switch	▪ Exhaust Fan-07 Status
▪ Exhaust Fan-07 Command	▪ Exhaust Fan-08 Status
▪ Exhaust Fan-08 Command	▪ Exhaust Fan-13 Status
	▪ Filter DP Switch

Single Zone VAV AHU No OA (Typical of 2) RTU-36, 37 (East Mezz.)

Control Points

Monitoring Points

▪ Supply Fan Command	▪ Supply Fan Status
▪ Supply Fan Speed	▪ Supply Air Temperature
▪ DX Cool 1 Command	▪ Supply Fan Speed Feedback
▪ DX Cool 2 Command	▪ Space Temperature=Return
▪ Reversing Valve	▪ Space Humidity=Return
▪ Occupied/Unoccupied	▪ Filter DP Switch

Single Zone AHU Econ. (Typical of 2) AHU-13 (VIP Lounge), 14 (Admin)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command▪ DX Cool 1 Command▪ Economizer %▪ Reversing Valve▪ Occupied/Unoccupied▪ Space Temperature Setpoint	<ul style="list-style-type: none">▪ Supply Fan Status▪ Supply Air Temperature▪ Space Temperature▪ Space Humidity▪ Filter DP Switch

Single Zone AHU Econ. (Typical of 2) AHU-23 (Lobby S.), 24 (Lobby N.)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command▪ DX Cool 1 Command▪ Economizer %▪ Reversing Valve▪ Occupied/Unoccupied▪ Space Temperature Setpoint	<ul style="list-style-type: none">▪ Supply Fan Status▪ Supply Air Temperature▪ Space Temperature▪ Space Humidity▪ Filter DP Switch

Single Zone AHU. AHU-25 (Kitchen)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command▪ Supply Fan Speed▪ DX Cool 1 Command▪ DX Cool 2 Command▪ Gas Heat▪ Occupied/Unoccupied▪ Space Temperature Setpoint	<ul style="list-style-type: none">▪ Space Temperature▪ Space Humidity▪ Coil Leaving Air Temperature▪ Supply Fan Status▪ Supply Air Temperature▪ Filter DP Switch▪ Smoke Alarm

Single Zone AHU. RTU-10 (Dressing Rooms)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command▪ Supply Fan Speed▪ DX Cool 1 Command▪ DX Cool 2 Command▪ Gas Heat 1▪ Gas Heat 2▪ Economizer %▪ Occupied/Unoccupied	<ul style="list-style-type: none">▪ Supply Fan Status▪ Supply Air Temperature▪ Space Temperature▪ Space Humidity▪ Mixed Air Temperature▪ Filter DP Switch▪ Smoke Alarm

**Single Zone RTU. RTU-01 thru RTU-09 (Typical of 9)
(Bicentennial Conference Rooms)**

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ DX Cool Command ▪ Gas Heat ▪ Occupied/Unoccupied ▪ Space Temperature Setpoint 	<ul style="list-style-type: none"> ▪ Supply Fan Status ▪ Supply Air Temperature ▪ Space Temperature ▪ Space Humidity

Miscellaneous

<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Outside Air Temperature ▪ Outside Air Humidity

THEATER SALINA

The new Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

Existing standalone T-Stats to be removed and new Trane BAS is to be installed with direct digital control air-handling units.

Upgrade the JENE interface to new Carel controllers in 2 Valent RTU and integrate to Trane BAS. Install new space sensors.

Control parameters are as follows:

Single Zone VAV RTU. (Integrated) (Typical of 2)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ Supply Fan Speed ▪ Cool % Command ▪ Heat % Command ▪ Economizer % ▪ Relief Fan % ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Supply Fan Status ▪ Supply Air Temperature ▪ Space Temperature 2each ▪ Space Temperature Setpoint ▪ Space Humidity ▪ Building Static ▪ Unit Default Alarms

Single Zone Split System (Typical of 6)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none"> ▪ Supply Fan Command ▪ DX Cool Command ▪ Reversing Valve ▪ Occupied/Unoccupied 	<ul style="list-style-type: none"> ▪ Supply Fan Status ▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint ▪ Space Humidity

Single Zone RTU. (Typical of 10)

<i>Control Points</i>	<i>Monitoring Points</i>
<ul style="list-style-type: none">▪ Supply Fan Command▪ DX Cool Command▪ Reversing Valve▪ Occupied/Unoccupied	<ul style="list-style-type: none">▪ Supply Fan Status▪ Supply Air Temperature▪ Space Temperature▪ Space Temperature Setpoint▪ Space Humidity

SALINA FIELDHOUSE

The existing Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

Adjust schedules and setpoints to city standards.

REGIONAL TRAINING CENTER

The existing Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

POLICE ADMINISTRATION

The existing Trane BAS will be integrated into a city-wide Trane Ensemble BAS.

Adjust schedules and setpoints to city standards.

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 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.

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.
- Ongoing annual subscription costs for BAS software after the first year is not included.

LIGHTING SCOPE

The following turnkey lighting retrofits and replacements will be provided as listed per site:

Animal Shelter (total of 155 fixtures)

- Area/Flood Light Replacement, 2
- Can Light Retrofit Kit, 2
- LED Screw-in/Plug-in Retrofit, 2
- LED Tube Retrofit, Type B, 133
- No Scope Item, Existing LED Fixture, 14
- Wallpack/Canopy Light Replacement, 2

Building Maintenance Quonset Storage Building

- No Scope Item/Excluded Area (City indicated used very little)

Carver Center, Carver Center (total of 48 fixtures)

- LED Screw-in/Plug-in Retrofit, 2
- LED Tube Retrofit, Type B, 43
- No Scope Item, Existing LED Fixture, 3

Centennial Spray Park Building. (total of 4 fixtures)

- LED Tube Retrofit, Type B, 3
- Wallpack/Canopy Light Replacement, 1

Downtown Arcade & Parking Lots (total of 134 fixtures)

- Downtown Northeast Arcade, No Scope Item, Existing LED Fixture, 4

- Downtown Northwest Arcade, No Scope Item, Existing LED Fixture, 7
- Downtown South Arcade, No Scope Item, Existing LED Fixture, 8
- Downtown Trash Corrals, Area/Flood Light Replacement, 4
- No Scope Item, Existing LED Fixture, 105
- Wallpack/Canopy Light Replacement, 6

Fire Station #1 (total 424 fixtures)

- High Bay Light Replacement, 25
- LED Screw-in/Plug-in Retrofit, 49
- LED Tube Retrofit, Type B, 283
- No Scope Item, Existing LED Fixture, 64
- Wallpack/Canopy Light Replacement, 3

Fire Station #2, Fire Station #2, (total of 196 fixtures)

- Area/Flood Light Replacement, 1
- LED Screw-in/Plug-in Retrofit, 41
- LED Tube Retrofit, Type B, 135
- No Scope Item, Existing LED Fixture, 13
- Wallpack/Canopy Light Replacement, 6

Fire Station #3, Fire Station #3, (total of 193 fixtures)

- Area/Flood Light Replacement, 6
- LED Screw-in/Plug-in Retrofit, 7
- LED Tube Retrofit, Type B, 145
- No Scope Item, Existing LED Fixture, 26
- Wallpack/Canopy Light Replacement, 9

Fire Station #4, Fire Station #4, (total of 60 fixtures)

- Area/Flood Light Replacement, 1
- LED Screw-in/Plug-in Retrofit, 7
- LED Tube Retrofit, Type B, 45
- No Scope Item, Existing LED Fixture, 1
- Wallpack/Canopy Light Replacement, 6

Friendship Center, Friendship Center (total of 169 fixtures)

- Area/Flood Light Replacement, 6
- LED Screw-in/Plug-in Retrofit, 16
- LED Tube Retrofit, Type B, 116
- No Scope Item, Existing LED Fixture, 30
- Wallpack/Canopy Light Replacement, 1

Gypsum Hill Cemetery Office/Shop (total of 24 fixtures)

- LED Screw-in/Plug-in Retrofit, 2
- LED Tube Retrofit, Type B, 18
- No Scope Item, Existing LED Fixture, 4

HHW Facility, Fueling Station (total of 6 fixtures)

- No Scope Item, Existing LED Fixture, 6

HHW Office Building (total of 16 fixtures)

- LED Screw-in/Plug-in Retrofit, 1
- LED Tube Retrofit, Type B, 10

- No Scope Item, Existing LED Fixture, 5

Indian Rock Community Building. (total of 5 fixtures)

- No Scope Item, Existing LED Fixture, 5

Kenwood Cove & Park (total of 392 fixtures)

Kenwood Cove Admin Building.

- LED Screw-in/Plug-in Retrofit, 44
- LED Tube Retrofit, Type B, 2
- No Scope Item, Existing LED Fixture, 12

Kenwood Cove Concession Building.,

- Area/Flood Light Replacement, 10
- Can Light Retrofit Kit, 5
- LED Light Bar Retrofit, 4
- LED Screw-in/Plug-in Retrofit, 1
- LED Tube Retrofit, Type B, 34

Kenwood Cove Lap Bathhouse,

- LED Tube Retrofit, Type B, 10

Kenwood Cove Main Bathhouse,

- LED Screw-in/Plug-in Retrofit, 6
- LED Tube Retrofit, Type B, 35

Kenwood Cove Pump/Filter Building

- LED Tube Retrofit, Type B, 2
- No Scope Item, Existing LED Fixture, 35

Kenwood Park,

- LED Screw-in/Plug-in Retrofit, 2
- LED Tube Retrofit, Type B, 22
- No Scope Item, Existing LED Fixture, 1

Kenwood Park Restroom,

- LED Tube Retrofit, Type B, 4

Kenwood Park Shelter Houses - 2,

- No Scope Item, Existing LED Fixture, 10

Kenwood Storage Building.,

- Can Light Retrofit Kit, 3
- LED Screw-in/Plug-in Retrofit, 11
- LED Tube Retrofit, Type B, 28

Kenwood Cove Pole Lighting,

- No Scope Item - Area/Flood Lights Excluded , 111 (including underwater pool lights in lap area)

Lakewood Discovery Lodge (total of 97 fixtures)

- LED Screw-in/Plug-in Retrofit, 46
- LED Tube Retrofit, Type B, 39
- No Scope Item, Existing LED Fixture, 3
- Wallpack/Canopy Light Replacement, 9

Landfill Administration Building. (total of 76 fixtures)

Administration Building

- LED Screw-in/Plug-in Retrofit, 4
- LED Tube Retrofit, Type B, 23
- No Scope Item, Existing LED Fixture, 3

Landfill Exterior,

- No Scope Item, Existing LED Fixture, 3
- Wallpack/Canopy Light Replacement, 1

Landfill Outbuildings,

- High Bay Light Replacement, 5
- LED Tube Retrofit, Type B, 30
- No Scope Item, Existing LED Fixture, 1

Landfill Scale House ,

- LED Tube Retrofit, Type B, 6

Maintenance Buildings (Ash St.), (total of 270 fixtures)

- Area/Flood Light Replacement, 4
- Fixture Removal, 1 (Removing unnecessary fixture to create uniformity)
- LED Screw-in/Plug-in Retrofit, 18
- LED Tube Retrofit, Type B, 162
- No Scope Item, Excluded Area - City indicated that the Street East Storage Bldg. is going to be replaced.
- No Scope Item, Existing LED Fixture, 74
- No Scope Item, Negative Return on Investment, 2 (The explosion proof fixtures in the chemical storage rooms have been excluded because of the high replacement cost and low usage)
- Surface Mount Light Replacement, 3
- Wallpack/Canopy Light Replacement, 5

Municipal Golf Club (total of 216 fixtures)

Golf Course Clubhouse

- Area/Flood Light Replacement, 2
- LED Screw-in/Plug-in Retrofit, 10
- LED Tube Retrofit, Type B, 87
- No Scope Item, Existing LED Fixture, 17
- Wallpack/Canopy Light Replacement, 9

Golf Course East Storage Building.,

- LED Tube Retrofit, Type B, 32
- No Scope Item, Existing LED Fixture, 1
- Wallpack/Canopy Light Replacement, 1

Golf Course Maint Building.,

- LED Screw-in/Plug-in Retrofit, 4
- LED Tube Retrofit, Type B, 21
- No Scope Item, Existing LED Fixture, 6
- Wallpack/Canopy Light Replacement, 2

Golf Course Pump Building.,

- LED Tube Retrofit, Type B, 2
- No Scope Item, Existing LED Fixture, 1

Golf Course Restrooms (2),

- Surface Mount Light Replacement, 8

Golf Course West Cart Building.,

- LED Tube Retrofit, Type B, 12
- No Scope Item, Existing LED Fixture, 1

Oakdale Park (total of 122 fixtures)

Oakdale Maintenance/Greenhouse Building.,

- LED Screw-in/Plug-in Retrofit, 1
- LED Tube Retrofit, Type B, 66
- No Scope Item, Existing LED Fixture, 5
- Surface Mount Light Replacement, 2

Oakdale Parks-Office/Vehicle Building.,

- LED Screw-in/Plug-in Retrofit, 2

- LED Tube Retrofit, Type B, 34
- No Scope Item, Existing LED Fixture, 12

Police & Court Building (total of 661 fixtures)

Municipal Court,

- LED Screw-in/Plug-in Retrofit, 44
- LED Tube Retrofit, Type B, 130
- No Scope Item, Existing LED Fixture, 9

Police Administration Building.,

- Area/Flood Light Replacement, 2
- LED Screw-in/Plug-in Retrofit, 34
- LED Tube Retrofit, Type B, 373
- No Scope Item, Existing LED Fixture, 66
- Wallpack/Canopy Light Replacement, 3

Salina Art Center

- No Scope Item, Excluded Area - City indicated that this building is going to be renovated under separate contract.

Salina Community Theatre (total of 921 fixtures)

- Area/Flood Light Replacement, 1
- Can Light Retrofit Kit, 6
- High Bay Light Replacement, 15
- LED Screw-in/Plug-in Retrofit, 337
- LED Tube Retrofit, Type B, 287
- No Scope Item, Existing LED Fixture, 270
- Wallpack/Canopy Light Replacement, 5

Salina Fieldhouse

- No Scope Item, Excluded Area, 1 (Building is new and is fully LED.)

Smoky Hill Museum (total of 742 fixtures)

- Area/Flood Light Replacement, 1
- LED Screw-in/Plug-in Retrofit, 94
- LED Tube Retrofit, Type B, 361
- No Scope Item, Existing LED Fixture, 285
- Wallpack/Canopy Light Replacement, 1

Stimmel Storage Building,

- No Scope Item, Excluded Area - City indicated that this building has very little use

Sunset Park Maint Building. (total of 20 fixtures)

- LED Screw-in/Plug-in Retrofit, 2
- LED Tube Retrofit, Type B, 9
- No Scope Item, Existing LED Fixture, 1
- No Scope Item, Negative Return on Investment, 8 (The tennis court fixtures have been excluded because of the high replacement cost and low usage.)

Thomas Park (total of 4 fixtures)

Thomas Park KEVA,

- Wallpack/Canopy Light Replacement, 2

Thomas Park Maintenance/Storage,

- LED Screw-in/Plug-in Retrofit, 2

TPEC (total of 1877 fixtures)

- Area/Flood Light Replacement, 22
- Can Light Retrofit Kit, 8
- LED Light Bar Retrofit, Phase Dimming, 253
- LED Screw-in/Plug-in Retrofit, 575
- LED Tube Retrofit, Type B, 840
- No Scope Item, Excluded Area, 12 (Management requested that the flood and can lights mounted over the seating area in the arena be excluded.)
- No Scope Item, Existing LED Fixture, 149 (Including the main arena that is already LED)
- No Scope Item, Negative Return on Investment, 10 (The high mast lights on the poles in the parking lots have been excluded because of the high replacement cost and low usage.)
- Surface Mount Light Replacement, 5
- Wallpack/Canopy Light Replacement, 3

Water Distribution Building (total of 98 fixtures)

- Area/Flood Light Replacement, 7
- LED Screw-in/Plug-in Retrofit, 3
- LED Tube Retrofit, Type B, 74
- No Scope Item, Excluded Area - The outbuildings around the Water Distribution building have been excluded because of low usage.
- No Scope Item, Existing LED Fixture, 3
- Wallpack/Canopy Light Replacement, 10

Emergency Lighting

- The correction of pre-existing conditions below are excluded from scope:
 - Improper EM circuit wiring external of the fixtures
 - Improper functionality of EM systems or devices external of EM fixtures
 - Improper or non-compliant existing EM lighting design or implementation
- Customer will facilitate a pre-retrofit and post-retrofit emergency lighting system test with Schneider Electric during normal working hours to document EM fixture functionality.
- Replacement of fixture components are excluded from scope except where specifically noted.
- Demolition or correction of lighting power supply, overload protection, wiring external to fixtures, and switching devices is excluded from scope except where specifically noted.

EXCLUSIONS (UNLESS SPECIFICALLY INCLUDED IN THE SCOPE OF WORK)

1. Repair or replacement of existing cracked or discolored fixture lenses, louvers or ceiling tiles.
2. Repair, replacement or upgrade of existing drop ceilings or fixture supports.
3. Replacement of emergency battery backup ballasts that are defective or incompatible with current technology
4. Repair, replacement or recommissioning of existing damaged, defective, or obsolete motion sensors, time clocks, switches or energy management systems
5. Replace or replacement of malfunctioning fixture locking devices
6. Upgrades to electrical wiring, circuit breakers or other parts of existing electrical system to meet NEC or local lighting codes if existing system is unsafe or fails to meet code
7. Replacement of existing LED fixtures or lamps unless specifically noted in the Scope of Work
8. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
9. Lighting system retrofits on the following lamps, ballasts, or fixtures:
 - a. Abandoned fixtures.
 - b. Task lighting on modular furniture.
 - c. Black light and aquarium lighting.
10. Dimming systems and associated fixtures unless specified in the Scope of Work.

11. Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
12. Photometric design is excluded unless specifically noted in the Scope of Work.
13. Support mechanisms and housings of fixtures.
14. Fluorescent lamp protective sleeves not specified in the Scope of Work.
15. Fixture protective covers.
16. Fluorescent fixture tombstones not specified in the Scope of Work.
17. Switch plates will not be replaced unless specified in the Scope of Work
18. Lighting fixtures will not be replaced or relocated unless specified in the Scope of Work.
19. Replacement of emergency lighting battery backup units.
20. Existing bug eye emergency fixtures
21. Upgrading emergency lighting systems
22. Replacement of emergency battery backup ballasts that are defective or incompatible with TLED technology
23. De-energized or abandoned fixtures
24. Specialty fixtures
25. Additional labor cost due to restriction of allowable work hours
26. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered
27. Costs of providing access, access control, or security escorts not specified in the Scope of Work
28. Hazardous materials testing and abatement not specified in the Scope of Work
29. Electrical wiring except that required for in-line re-wiring to the fixture
30. Time clocks associated with existing lighting fixtures not specified in the Scope of Work
31. No new lighting control panels will be installed other than what is specifically mentioned in the Scope of Work above

SMOKY HILL WINDOW SCOPE

ABATEMENT SCOPE

- Asbestos and Lead Paint Abatement:
 - Remove and properly dispose of all window assemblies by a State qualified abatement company
 - The abatement scope covers 21 existing steel window openings.
 - Install plywood and seal to protect from weather at each opening after abatement is completed. No openings are to be left open overnight and the building is to remain secure.
 - Provide all record keeping and close out documentation.

WINDOW REPLACEMENT SCOPE

- Existing Steel Windows
 - Provide new storefront windows in 21 openings.
 - Type "C" – 5' X 12', Quantity 5
 - Type "G" – 2'-2" X 7', Quantity 10
 - Type "H" – 5' X 7', Quantity 3
 - Type "I" – 5' X 9', Quantity 1
 - Type "J" – 2'-2" X 3'-8", Quantity 2
 - New storefront windows to be produced with custom dies to match the existing storefront windows as closely as possible.
 - Window Manufacturer is to be Manko Window Systems.
 - Work to be performed from the exterior of the building where windows are not accessible from the inside.
 - Provide new snap trim and break metal at the interior of the window assemblies to match the existing storefront windows.

- All glass in the new windows to be clear glass with the exception of the two window systems on the Southwest corner of the building. These two locations are to be Obscure glass. 1 window type C and 1 Window type J.

GLASS REPLACEMENT SCOPE

- Existing Storefront windows.
 - Provide glass replacement and resealing of all existing windows in existing storefront systems.
 - Provide clear and obscure glass where existing clear and obscure glass is located.
 - 22"x19" – Clear Glass – 341 units
 - 22"x19" – Obscure Glass – 85 units
 - 29"x19" – Clear Glass – 76 units
 - All glass provided is to come from one manufacturer.

SEALANT REPLACEMENT

- Sealant replacement
 - Demo all existing sealant and backer rod at all existing windows including sealant at adjacent stone surfaces.
 - Install new backer rod and sealant at all existing window and adjacent stone locations.
 - Sealant used will be approved for use with the new aluminum storefront windows.

PAINTING

- Painting
 - Remove existing paint and prep existing Architectural mullions and adjacent steel surfaces at all windows.
 - Paint all existing architectural mullions and adjacent steel surfaces at all window locations.

GENERAL CLARIFICATIONS AND EXCLUSIONS

These items apply to all scopes:

- Sales taxes are not included.
- Night/holiday work unless otherwise specified in the Scope of Work is not included.
- Additional labor cost due to restriction of allowable work hours is not included.
- 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.
- A full one-year parts and labor warranty is provided for each scope item from the date of acceptance of that scope item.
- Additional warranties provided by manufacturers will be passed on to the Customer

SOLAR PV SYSTEM SCOPE

Schneider Electric and its subcontractors shall perform the scope of work below to provide a full turn-key solar installation.

Schneider Electric will provide a new power generation facility configured as a 74.5 kW (DC) solar PV facility. The project site is located at 701 W Kenwood Park Dr, Salina, KS.

- 74.5 kW DC Solar Array
 - Install 138 Trina Solar, TSM-DE19M(II) 540, 540W modules
 - Install TerraSmart fixed tilt ground mount system at 25° tilt
- 66.6 kW AC Power Inverters
 - Install 2 SMA CORE 1 33kW inverters

- Data Acquisition System (DAS)
 - Install utility grade meter
 - Install data logger
 - Install cellular connection
 - Install meteorological sensors

Engineering and Permitting

1. Schneider Electric shall provide structural analysis and calculations of the racking components, including wind uplift, and seismic calculations as required for the local area.
2. Schneider Electric shall provide an electrical analysis and calculations of the electrical system from the solar array to the point of interconnection.
3. Schneider Electric shall prepare all design and permit documents for submission to the appropriate AHJ.
4. Schneider Electric shall produce all required interconnection applications and manage the interconnection application process with the local utility.
5. Schneider Electric shall keep a record of changes in the installation via redline documents and shall provide as-built drawings upon completion.
6. Schneider Electric will provide a pull test for geotechnical analysis as it is a widely accepted practice for racking manufacturers and engineers.

Construction

1. Schneider Electric to procure and install all major solar components, including modules, inverters, racking, and DAS system.
2. Schneider Electric shall provide a full balance of system materials to complete a fully operational and functional solar system, including all materials required to complete the interconnection of the system into the building's electrical system.
3. Schneider Electric shall provide site work, including trenching, core drilling, and removal of spoils produced by these means.
4. Schneider Electric shall provide all required labor, equipment, specialty tools, and temporary facilities.
5. Schneider Electric shall ensure all debris is removed from the work areas and deposited in dedicated trash receptacles daily.
6. Schneider Electric will be responsible for the restoration and final grading of site in areas affected by construction.
7. Installation of a wrought iron fence to match the existing (as much as possible) around the solar array.

Exclusions

1. Costs associated with upgrades to utility-owned equipment or other utility requirements.
2. Allowances for modifications to equipment locations and conduit pathways.
3. Relocation of existing utility equipment.
4. Construction or installation of any type of conditioned utility shed for inverters or any other electrical equipment.
5. Safety/security equipment or systems unless previously mentioned above.
6. Painting of any conduit or other associated electrical components.
7. Rock excavation, rock boring, damage to unknown utilities/services, or damage to other unknown underground items.
8. Operations and maintenance of the system once operational.

BUILDING ENVELOPE SCOPE

Subcontractor shall include all costs for labor, material, equipment, testing, permits, inspections and any other provisions required to complete the subcontractors' portion of work. Scope shall include all proposed work shown in the list of proposal documents. This Scope & Design Intent Narrative is meant to provide additional context to what is shown in proposal documents.

A. Building Envelope Sealing and Ceiling Insulation – Group 1

This scope of work includes work in the Buildings at the Public Works/Maintenance and Water Distribution sites

Building	ECM Description	Quantity	
Building Maintenance Central Garage	Add Vinyl Fiberglass Insulation-Roof Line	7224	SF
	Insulate Sprayfoam-Wall-Ceiling	22.75	Feet
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep-Overhead Garage Door	1	Qty
	Clear Caulk Window Frame-Perimeter	35	Feet
	Replace Weatherstripping-Astragal-Door Sweep	1	Qty
	Add Rigid Insulation-Spray Foam-Penetration	1	Qty
	Add Rigid Insulation-Spray Foam-Metal Cover-Penetration	1	Qty
Building Maintenance Office	Repair-Vinyl Fiberglass Insulation	25	SF
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
	Clear Caulk Window Frame-Perimeter	12.6	Feet
	Clear Caulk Attic Access Panel	1	Qty
	Replace Weatherstripping-Attic Access Panel	1	Qty
Building Maintenance Street Vehicle Barn	Add Air Baffle-Blow-Fiberglass Insulation	1032	SF
	Add Vinyl Fiberglass Insulation-Roof Line	8840	SF
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
Salina General Services	Replace Door Sweep	1	Qty
	Add Vinyl Fiberglass Insulation-Roof Line	5040	SF
	Add Vinyl Fiberglass Insulation-Roof Line	2734	SF
	Insulate Sprayfoam-Wall-Beam-Ceiling	222	Feet
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep-Overhead Garage Door	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
	Clear Caulk Window Frame-Perimeter	19.58	Feet
	Replace Door Sweep	1	Qty
	Add Rigid Insulation-Spray Foam-Wall-Ceiling	40	Feet
Remove Fiberglass Insulation-Spray Foam-Wall-Ceiling	28	Feet	
Water Treatment Plant Water Distribution Building	Add Vinyl Fiberglass Insulation-Roof Line	10080	SF
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
	Insulate Sprayfoam-Penetration Vent	1	Qty

Insulation added at these sites will increase the total insulation value by R11 from existing.

B. Building Envelope Sealing and Ceiling Insulation – Group 2

This scope of work includes work in the Buildings at the Landfill Administration, WWTP and Oakdale Park sites

Building	ECM Description	Quantity	
Landfill Administration	Add Vinyl Fiberglass Insulation-Roof Line	1764	SF
	Insulate Sprayfoam-Wall-Ceiling-Perimeter	164	Feet
	Replace Weatherstripping-Door Sweep	1	Qty
Landfill Equipment Storage	Add Vinyl Fiberglass Insulation-Roof Line	4542.3	SF
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
Landfill Mechanics Shop	Add Vinyl Fiberglass Insulation-Roof Line	2604	SF
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
Oakdale Parks Office and Vehicle Building	Add Vinyl Fiberglass Insulation-Roof Line	6510	SF
	Insulate Sprayfoam-Wall-Beam-Ceiling	322	Feet
	Repair Door - Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep-Overhead Garage Door	1	Qty
	Clear Caulk Window Frame-Perimeter	10.7	Feet
	Replace Weatherstripping-Astragal-Door Sweep	1	Qty
	Insulate Sprayfoam-Wall-Beam-Rigid Insulation-Ceiling	64	Feet
Add Fiberglass Insulation-Wall	406	SF	
Oakdale Maintenance Greenhouse Building	Add Vinyl Fiberglass Insulation-Roof Line	3192	SF
	Insulate Sprayfoam-Wall-Beam-Ceiling	80	Feet
	Insulate Sprayfoam-Wall-Ceiling	38	Feet
	Repair Door - Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep-Overhead Garage Door	3	Qty
Water Treatment Plant Wastewater Collections	Add Vinyl Fiberglass Insulation-Roof Line	4410	SF
	Add Vinyl Fiberglass Insulation-Roof Line	882	SF
	Insulate Sprayfoam-Wall-Beam-Ceiling	344	Feet
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty
Water Treatment Plant Wastewater Lab Building	Add Metal Cover Vent-Door	1	Qty
	Insulate Sprayfoam-Pipe- Wall	4	Qty
	Replace Vertical Sweep-Door Sweep	1	Qty
	Replace Weatherstripping-Door Sweep-Overhead Garage Door	1	Qty
	Replace-Door Sweep	1	Qty
Water Treatment Plant Wastewater Shop Building	Add Vinyl Fiberglass Insulation-Roof Line	4725	SF
	Insulate Sprayfoam-Wall-Beam-Ceiling	280	Feet
	Replace Weatherstripping-Door Sweep	1	Qty
	Replace Weatherstripping-Overhead Garage Door	1	Qty

Insulation added at these sites will increase the total insulation value by R11 from existing with one exception. At the Oakdale Parks Office and Vehicle Building the insulation value will be increased by R19.

C. TPEC Food Service Wall Insulation

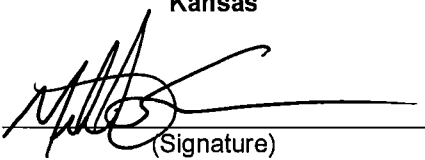

- This scope of work will replace the insulation on the interior of the perimeter wall of the food storage area off of the Great Plains Convention Hall
- This includes the food storage area and above the kitchen along the straight wall on the south side of the convention hall on the upper level (the part with exterior metal surface above the brick). The total area to be insulated is approximately 2900 sf.
- The work includes set up, removing the existing plastic and fiberglass insulation, and installing a code approved foam insulation to replace the failing existing insulation system.
- The spray foam to be provided is a two-layer hybrid system designed to create a thermal barrier – Staycell 504 base layer and Staycell ONE STEP 502 exposed surface layer. The spray foam will be a shade of gray.

D. Exclusions & Clarifications

1. Night/weekend/holiday work unless otherwise specified in the Scope of Work.
2. Additional labor cost due to restriction of allowable work hours.
3. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
4. Hazardous materials testing, and abatement not specified in the Scope of Work.
5. Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
6. Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
7. Waste disposal other than that required to accomplish the Scope of Work.
8. Cost escalation of materials because of a delay in the construction schedule caused by Customer action or inaction.
9. Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
10. Structural modifications not specified in the Scope of Work.
11. Building envelope modifications not specified in the Scope of Work.

SCHEDULE B PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

This Performance Assurance Support Services Agreement ("Agreement"), is by and between Schneider Electric Buildings Americas, Inc. ("ESCO"), and "[Customer Legal Name Here]" ("Customer"). The terms and conditions of the Contract are incorporated herein by this reference. To the extent that the terms and conditions in this Agreement conflict with the terms and conditions in the Contract, the terms and conditions of this Agreement shall control. Any capitalized terms used and not defined herein are as defined in the Contract.

<p style="text-align: center;">City of Salina, Kansas</p> <p>By <u></u> (Signature)</p> <p>Print Name <u>Michael Schrage</u></p> <p>Title <u>City Manager</u></p> <p>Date <u>November 15, 2023</u></p>	<p style="text-align: center;">Schneider Electric Buildings Americas, Inc.</p> <p>By <u></u> (Signature)</p> <p>Print Name <u>Tammy Tolle</u></p> <p>Title <u>Vice President</u></p> <p>Date <u>November 15, 2023</u></p>
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A. TERM

This Agreement shall commence at the Savings Guarantee Commencement Date and continue for one (1) year (the "Initial Term") and shall automatically renew for additional one (1) year periods thereafter. After the Initial Term, Customer may terminate this Agreement at any time prior to thirty (30) days to the end of the then current term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THIS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED, NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AS OF THE EFFECTIVE TERMINATION DATE OF THIS AGREEMENT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE, EXCEPT FOR ESCO'S OBLIGATIONS TO PAY ANY SAVINGS SHORTFALL DUE TO CUSTOMER FOR PRIOR YEARS, WHICH OBLIGATIONS SHALL REMAIN DUE TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THE PERFORMANCE GUARANTEE. IN ADDITION, IF THIS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER, FOR CAUSE, PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM, THEN ESCO SHALL REFUND THE PREPAID PORTION OF CUSTOMER'S PAYMENT FOR SUCH TERM, ON A PRO RATED BASIS.

B. SERVICE SCOPE AND PAYMENT

ESCO shall provide the Performance Assurance Support Services (the "Services") to Customer as set forth in Exhibit A, Section 1 during the Initial Term.

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) continue with

the same level of Services as set forth in the previous term, (2) change the Services level by selecting one or more of the options as set forth in Exhibit A, Section 2 of this Agreement, or (3) terminate this Agreement and the Performance Guarantee in accordance with the termination provisions contained herein.

The available Services options may be amended from time to time at the sole discretion of ESCO.

1. After the Initial Term, the prices set forth in Exhibit A shall be adjusted upwards annually in accordance with the increase in Consumer Price Index ("CPI").
2. After the Initial Term, payment under this Agreement is due within thirty (30) days of the start of that year's term. ESCO reserves the right to add 1.5% per month to any balance due beyond thirty (30) days of invoice date. Customer acknowledges and understands that all charges are exclusive of any applicable federal, state, or local use, excise, sales taxes or similar fees whether charged to or against ESCO or Customer for the Services. Customer may utilize purchase orders for ease of administration and ordering purposes in implementation of this Agreement (to include: specific products or services, scope of work, quantities, price and delivery terms only), however, no pre-printed, additional, inconsistent or different terms contained or referenced in such purchase order shall have any force or effect, it being the intent of the parties that the terms of this Agreement shall apply.

C. ACCESS

Services provided under this Agreement will be performed during normal working hours (normal working hours shall mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO holidays) unless specifically stated otherwise in this Agreement. However, ESCO may have the need to access Customer facilities during non-normal working hours and on holidays in order to identify and troubleshoot energy savings issues. Therefore, Customer will provide and permit ESCO reasonable access to Customer's facility and equipment to the extent necessary for ESCO'S personnel to perform the Services. Customer shall also provide access to key personnel to discuss facility operating requirements. ESCO will use commercially reasonable efforts to minimize any disturbance with Customer's operations while providing the Services.

D. RELATIONSHIP

Customer and ESCO are independent contracting parties. Nothing in this Agreement shall be construed to make either party or any of its employees, the partner, joint venturer, agent, or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party. As an independent contractor, the mode, manner, method and means employed by ESCO in the performance of the terms and conditions of this Agreement shall be of ESCO'S selection and under the sole control and direction of ESCO. Under the terms of this Agreement, neither Customer nor any company in which it owns a controlling interest shall be required to furnish ESCO or any of its employees with any benefits, including but not limited to severance benefits, unemployment compensation or worker's compensation.

E. INSURANCE

ESCO shall maintain insurance coverage during the term of this Agreement, in accordance with the insurance requirements set forth in the Contract.

F. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF ESCO WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY DELIVERABLE FURNISHED HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO 200% OF THE CONTRACT PRICE. CUSTOMER AGREES TO THE FOREGOING TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE.

G. EXCUSABLE DELAY

Any delay or failure of either party to perform its obligations hereunder (with the exception of payment) shall be excused, and time to perform extended, and shall not be held liable if and to the extent that the delay or failure to perform is caused by an event or occurrence beyond the reasonable control of the party whose performance is interfered with, and without its fault or negligence and which by the exercise of due diligence, said party is unable to prevent.

H. SUCCESSORS

Neither this Agreement nor any rights arising hereunder may be assigned, pledged, transferred or hypothecated by ESCO without the consent of Customer; such consent cannot be unreasonably withheld. No Work performed pursuant to this Agreement may be subcontracted in whole or in part by ESCO without the prior written consent of Customer; such consent cannot be unreasonably withheld.

I. ENTIRE AGREEMENT

This Agreement, together with the Contract, sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified in any way except by written instrument signed by a duly authorized representative of each party.

J. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

K. GOVERNING LAW

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Services are to be performed, without regard to its choice of law provisions. Venue shall be in the Saline County, Kansas district court.

SCHEDULE B: 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

Optimization

Schneider Electric will remotely access your energy management system 2 times each year to perform this service. During each session, the system will be inspected, and variables will be compared to a preapproved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, Schneider Electric will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings, corrected or not corrected, will be reported and that report delivered to customer. 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.

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 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.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 27 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 27 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

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in 10-hour blocks which will remain available for use until the end of the next project year.

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 eSavings 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 4 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. 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.

Resource Advisor

Resource Advisor services are included for 2 electric, and 2 natural gas utility accounts.

Contract Year 2

Training

Schneider Electric will provide 8 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 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 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.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 14 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 14 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.

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 eSavings 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. 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.

Resource Advisor

Resource Advisor services are included for 2 electric and 2 natural gas utility accounts.

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 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 3+ Proposed Pricing \$24,669

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 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.

Remote Energy Management, Training & Technical Support

Schneider Electric will provide 14 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 14 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.

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 eSavings 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. 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.

Resource Advisor

Resource Advisor services are included for 2 electric and 2 natural gas utility accounts. The available service options may be amended from time to time at the sole discretion of ESCO.

SCHEDULE C PERFORMANCE GUARANTEE

The Performance Guarantee provided by ESCO will be as follows:

Year	Measured Savings	Non-Measured Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
0	\$0	\$0	\$0	\$0
1	\$137,495	\$71,130	\$208,624	\$208,624
2	\$141,598	\$73,263	\$214,862	\$423,486
3	\$145,824	\$75,461	\$221,286	\$644,771
4	\$150,176	\$77,725	\$227,902	\$872,673
5	\$154,659	\$80,057	\$234,716	\$1,107,389
6	\$159,275	\$82,459	\$241,733	\$1,349,122
7	\$164,029	\$84,932	\$248,961	\$1,598,083
8	\$168,925	\$87,480	\$256,405	\$1,854,488
9	\$173,967	\$90,105	\$264,072	\$2,118,560
10	\$179,160	\$92,808	\$271,968	\$2,390,528
11	\$184,508	\$95,592	\$280,100	\$2,670,628
12	\$190,016	\$98,460	\$288,476	\$2,959,103
13	\$195,688	\$101,414	\$297,102	\$3,256,205
14	\$201,530	\$104,456	\$305,986	\$3,562,191
15	\$207,546	\$107,590	\$315,136	\$3,877,327
16	\$213,743	\$110,817	\$324,560	\$4,201,887
17	\$220,124	\$114,142	\$334,266	\$4,536,153
18	\$226,696	\$117,566	\$344,262	\$4,880,415
19	\$233,464	\$121,093	\$354,557	\$5,234,973
20	\$240,435	\$124,726	\$365,161	\$5,600,134
Total	\$3,688,857	\$1,911,276	\$5,600,134	

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN THIS SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED AS OF THE EFFECTIVE TERMINATION DATE OF THE PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE, EXCEPT FOR ESCO'S OBLIGATIONS TO PAY ANY SAVINGS SHORTFALL DUE TO CUSTOMER FOR PRIOR YEARS, WHICH OBLIGATIONS SHALL REMAIN DUE TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THE PERFORMANCE GUARANTEE. IN ADDITION, IF THE AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER, FOR CAUSE, PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM, THEN ESCO SHALL REFUND THE PREPAID PORTION OF CUSTOMER'S PAYMENT FOR SUCH TERM, ON A PRO RATED BASIS.

The procedure used to calculate savings is described in Schedule D.

GUARANTEED SAVINGS RECONCILIATION

Customer, if required, will send ESCO all necessary utility or energy data as set forth in Schedule E herein. Within sixty (60) days of receipt of such information for the previous Guarantee Year, ESCO will determine the Actual Savings for such Guarantee Year hereafter defined as "Savings Reconciliation".

In the event the Actual Savings are less than the Guaranteed Savings for the corresponding twelve (12) months, ESCO will pay Customer the difference between the Annual Savings Guarantee and the Actual Savings for the corresponding twelve (12) months ("Savings Shortfall"). ESCO will make payments for any Savings Shortfall to Customer within thirty (30) days of that year's Savings Reconciliation. Notwithstanding

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anything to the contrary in the Contract Documents, in the event that there are any Excess Savings, such Excess Savings shall be retained by Customer and shall not be used to offset any Savings Shortfall payments made or owed by ESCO with respect to any other Guarantee Year.

For the avoidance of doubt, if ESCO has written a Savings Shortfall check to Customer, and later Actual Savings exceed the Performance Guarantee to date, Customer will not be required to reimburse ESCO up to the amount of ESCO'S shortfall check(s), to the extent that the shortfall is made up by subsequent Excess Savings, and ESCO's obligation to pay the Savings Shortfall with respect to any Guarantee Year shall be unaffected by Excess Savings, if any, in any prior or future Guarantee Year(s).

Year One savings reconciliation will include savings accrued from the point of Substantial Completion of the individual scopes of work.

SCHEDULE D MEASUREMENT & VERIFICATION PLAN

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	CCF
Animal Shelter	20,321	75	350
Carver Center	2,552	0	-7
Centennial Spray Park Building	273	0	0
Downtown Arcade	10,948	0	0
Fieldhouse	12,472	0	688
Fire Station 1	51,582	177	1,525
Fire Station 2	16,913	63	33
Fire Station 3	29,509	111	406
Fire Station 4	12,329	22	-17
Friendship Center	13,720	61	0
Gypsum Hill Cemetery Office	1,733	9	-5
HHW Facility	326	2	0
Kenwood Cove Aquatic Center	177,695	163	-1,373
Lakewood Discovery Lodge	7,579	36	0
Landfill Admin Building	10,283	10	0
Municipal Courts	39,280	62	12
Municipal Golf Club	27,439	36	0
Oakdale Park	7,403	18	1,330
Police Admin	73,861	189	322
Public Works	19,834	100	2,992
Salina Theater	133,893	291	1,888
Smoky Hill Museum	345,506	530	-4,956
Sunset Park Maintenance Building	962	7	-3
Thomas Park	302	0	0
Tony's Pizza Event Center	237,412	881	1,120
Wastewater Treatment Plant	5,724	0	1,921
Water Distribution Center	14,931	38	1,046
Total	1,274,782	2,878	7,273

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. These rates will escalate at 3% per year beginning in Year 2.

Option A:

Site	\$/kWh	\$/kW	\$/CCF
Animal Shelter	\$0.1247	\$6.07	\$1.183
Carver Center	\$0.1206	\$0.00	\$1.238
Centennial Spray Park Bldg	\$0.1237	\$0.00	\$0.000
Downtown Arcade & Parking Lots	\$0.1166	\$0.00	\$0.000
Fire Station #1	\$0.1119	\$6.07	\$1.183

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Fire Station #2	\$0.1121	\$6.07	\$1.064
Fire Station #3	\$0.1123	\$6.07	\$1.682
Fire Station #4	\$0.1108	\$6.07	\$1.238
Friendship Center	\$0.1208	\$6.07	\$0.000
Gypsum Hill Cemetery Office/Shop	\$0.1163	\$6.07	\$1.238
HHW Facility	\$0.1364	\$6.07	\$0.000
Lakewood Discovery Lodge	\$0.1121	\$6.07	\$0.000
Landfill Administration Bldg	\$0.1226	\$6.07	\$0.000
Maintenance Buildings (Ash St.)	\$0.1110	\$6.07	\$1.110
Municipal Golf Club	\$0.1133	\$6.07	\$0.000
Oakdale Park	\$0.1206	\$6.07	\$1.064
Police & Court Bldg.	\$0.1116	\$6.07	\$1.180
Salina Community Theatre	\$0.1110	\$6.07	\$1.238
Sunset Park Maint Bldg	\$0.0894	\$6.07	\$1.236
Thomas Park	\$0.1312	\$0.00	\$0.000
TPEC	\$0.0835	\$13.41	\$1.395
Water Distribution Bldg	\$0.1173	\$6.07	\$1.238

Option B:

Building	Marginal Rate
Kenwood Cove Aquatic Center	\$0.03915

Option C:

Utility Company:	Evergy		
Rate Schedule:	MGS*		
Component	Charge	Unit	Description
Basic Service Fee	\$123.80		per billing period
Demand Charge	\$16.88	Billed kW	all Billed kW
Transmission Charge	\$6.1113	Billed kW	all Billed kW
Fuel Usage Charge	\$0.0314	kWh	All kWh
Winter Energy Charge	\$0.015423	kWh	All kWh, Oct-May
Summer Energy Use	\$0.015129	kWh	All kWh, Jun-Sep
Property Tax	\$0.0017	kWh	All kWh
Energy Efficiency	\$0.0002	kWh	All kWh
Franchise Fee	6%		Applied to all above charges
Summer: June-September; Winter: October-May			
Billed kW is defined as the greatest of: 200 kW, the metered kW during the month (adjusted for power factor), 50% of the highest Billing kW during the previous Jun-Sep (adjusted for power factor)			
Power Factor Adjustment: if the power factor for the month is less than 0.90, the Billing kW will be increased by multiplying by 0.90 and dividing by the power factor			

Utility Company:	Evergy		
Rate Schedule:	SGS + Net Metering Rider*		
Component	Charge	Unit	Description
Basic Service Fee	\$23.76		per billing period
Energy Charge Tier 1	\$0.068422	kWh	First 1200 kWh
Energy Charge Tier 2	\$0.048415	kWh	All additional kWh
Winter Demand Charge	\$4.63	Billed kW	All Billed kW over 5 kW, Oct-May
Summer Demand Charge	\$8.95	Billed kW	All Billed kW over 5 kW, Jun-Sep
Transmission Charge	\$0.018641	Billed kW	All kWh
Property Tax	\$0.001704	kWh	All kWh
Energy Efficiency	\$0.000411	kWh	All kWh
Fuel Usage Charge	\$0.0314	kWh	All kWh
Franchise Fee	5.92%		Applied to all above charges
Net Meter Buyback	\$0.0251	kWh	All solar production over what is used by the facility
Summer: June-September; Winter: October-May			

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Billed kW is defined as the greatest of: 200 kW, the metered kW during the month (adjusted for power factor), 50% of the highest Billing kW during the previous Jun-Sep (adjusted for power factor)
Power Factor Adjustment: if the power factor for the month is less than 0.90, the Billing kW will be increased by multiplying by 0.90 and dividing by the power factor

* The electric meter at Kenwood Cove will have the MGS rate applied for all baseline cost calculations.

The meter will be made eligible for the SGS+Net Meter Rider rate through the project scope. The meter will be eligible when the Billed kW is below 220 kW over a 12 month average and below 300 kW each month.

Once the meter is eligible, the SGS+Net Meter Rider rate will be applied to all performance period cost calculations. The SGS+Net Meter rate will continue to be applied so long as the meter remains eligible.

Should the Billed kW increase beyond the eligible limits (and the increase does not fall under the Schedule E Causes for Adjustment), the performance period cost calculations will revert back to the MGS rate until such time as the meter becomes eligible again. Should the definition or availability of the SGS+Net Meter Rider rate change during the 20 year term, the rate will continue to be applied as defined here.

Utility Company:	Evergy		
Rate Schedule:	SGS		
Component	Charge	Unit	Description
Basic Service Fee	\$23.76		per billing period
Energy Charge Tier 1	\$0.068422	kWh	First 1200 kWh
Energy Charge Tier 2	\$0.048415	kWh	All additional kWh
Winter Demand Charge	\$4.63	Billed kW	All Billed kW over 5 kW, Oct-May
Summer Demand Charge	\$8.95	Billed kW	All Billed kW over 5 kW, Jun-Sep
Transmission Charge	\$0.018641	Billed kW	All kWh
Property Tax	\$0.001704	kWh	All kWh
Energy Efficiency	\$0.000411	kWh	All kWh
Fuel Usage Charge	\$0.0314	kWh	All kWh
Franchise Fee	5.92%		Applied to all above charges
Summer: June-September; Winter: October-May			
Billed kW is defined as the greatest of: 200 kW, the metered kW during the month (adjusted for power factor), 50% of the highest Billing kW during the previous Jun-Sep (adjusted for power factor)			
Power Factor Adjustment: if the power factor for the month is less than 0.90, the Billing kW will be increased by multiplying by 0.90 and dividing by the power factor			

Utility Company:	Kansas Gas		
Rate Schedule:	General Sales Service - Small		
Component	Charge	Unit	Description
Service Charge	\$29.15		per month
Delivery Charge	\$0.24539	CCF	All CCF
Gas Reliability	\$3.09		per month
Weather Normalization	\$0.00296	CCF	All CCF
Cost of Gas	\$0.8886	CCF	All CCF
Franchise Fee	6.0%		Applied to all above charges
Gas Hedge	\$10.45		per month (April & May only)

Utility Company:	Kansas Gas		
Rate Schedule:	General Sales Service - Large		
Component	Charge	Unit	Description
Service Charge	\$45.07		per month
Delivery Charge	\$0.18970	CCF	All CCF
Gas Reliability	\$7.58		per month
Weather Normalization	\$0.00296	CCF	All CCF
Cost of Gas	\$0.7842	CCF	All CCF
Franchise Fee	6.0%		Applied to all above charges
Gas Hedge	\$10.45		per month (April & May only)

COMMON ECM ASSUMPTIONS

WEATHER DATA SOURCE

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at SALINA, KS (SLN). In the event the specified weather station is de-activated, 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 E.

Date(s)	Event
Jan 1	New Years Day
Jan 16	Martin Luther King
Feb 20	Washington's Birthday
May 29	Memorial Day
Jun 19	Juneteenth
Jul 4	Independence Day
Sep 4	Labor Day
Nov 10	Veterans Day
Nov 23	Thanksgiving
Dec 25	Christmas

BUILDING OCCUPANCY SCHEDULES

Provided below is a table summarizing the building occupancy schedules and 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 E.

Facility	Day Type	Daily Schedule	Heating		Cooling		Relative Humidity
			Occ	Unocc	Occ	Unocc	
Fire Station 1, 2, 3	Weekday/Weekend	24/7	70°F		72°F		
Animal Shelter	Weekday/Weekend	24/7	70°F		72°F		
Friendship Center	As needed for events (savings are based on 3,060 occupied hours per year)		70°F	65°F	72°F	85°F	
TPEC	As needed for events (savings are based on 192 events per year averaging 4 hours of operation per event)		67°F	60°F	72°F	80°F	
Smoky Hill Museum - Galleries	Tuesday- Friday	5:00 AM 5:00 PM	70°F	68°F	70°F	72°F	30% - 55%
	Saturday	5:00 AM 6:00 PM	70°F	68°F	70°F	72°F	
	Sunday-Monday	Unoccupied		68°F		72°F	
Smoky Hill Museum - Exhibition Storage	Tuesday- Friday	5:00 AM 5:00 PM	70°F	68°F	70°F	72°F	30% - 55%
	Saturday	5:00 AM 6:00 PM	70°F	68°F	70°F	72°F	
	Sunday-Monday	Unoccupied		68°F		72°F	
Smoky Hill Museum - Other	Tuesday- Friday	5:00 AM 5:00 PM	70°F	68°F	72°F	80°F	
	Saturday	5:00 AM 6:00 PM	70°F	68°F	72°F	80°F	

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	Sunday-Monday	Unoccupied			68°F		80°F	
Courthouse	Monday- Friday	6:00 AM	5:00 PM	67°F	60°F	72°F	80°F	
	Saturday	Unoccupied		60°F	60°F	80°F	80°F	

Kenwood Cove Season: Waterpark open May 27th - Aug 17th (82 day season), closed Aug 18th - May 26th

MEASUREMENT & VERIFICATION DETAILS

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

$$E_{Pre} = E_{Fixt,Pre} + E_{HVAC}$$

Where,

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

E_{HVAC} = Indirect HVAC 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 – HVAC System Power Use

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

Where,

HF = HVAC Efficiency Conversion Factor

C. Key Parameter Measurement Strategy

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 Name	Estimated Power (W)	Total Fixtures	Minimum Sample
T8-2L-32W	56	1,307	10
T8-1L-32W	28	413	10
INC-1L-75W	75	343	10
T8-3L-32W	84	328	10
T8-4L-32W	113	213	10
T8-2L-28W	49	194	10
CFL-1L-32W	34	188	10
CFL-3L-40W	106	182	10
T8-4L-28W	99	144	10
CFL-1L-23W	23	134	10
INC-1L-60W	60	129	10
LED-1L-12W	12	88	4
LED-2L-15W	30	85	4
INC-1L-39W	39	79	4
T5-2L-54W	108	60	4
T8-3L-28W	74	54	4
INC-1L-40W	40	53	4
CFL-2L-26W	55	47	4
T12-2L-40W	88	41	4
T8-1L-32WX4	113	39	4
INC-1L-150W	150	37	4
T8-2L-17W	30	34	4
T5-4L-54W	216	33	4
INC-1L-35W	35	30	4
LED-2L-43W	86	30	4
T8-8L-32W	225	29	4
T12-2L-34W	75	28	4
LED-4L-15W	60	27	4
MH-1L-250W	295	26	4
T8-2L-25W	44	26	4
INC-1L-100W	100	23	4
T8-1L-25W	22	22	4
T8-2L-31W	55	21	4
CFL-2L-32W	67	20	0
LED-1L-9W	9	20	0
T12-2L-110W	242	20	0
T8-1L-17W	15	20	0
T8-6L-32W	169	20	0
T5-4L-54W(Adj)	147	18	0
CFL-2L-40W	84	17	0
LED-1L-30W	30	13	0
LED-1L-48W	48	13	0
LED-2L-12W	24	13	0
MH-1L-400W	460	13	0
INC-1L-50W	50	11	0
HPS-1L-150W	177	10	0
CFL-4L-40W	160	9	0
MH-1L-150W	177	9	0

T12-4L-34W	150	9	0
INC-2L-60W	120	8	0
MH-1L-175W	207	8	0
HPS-1L-70W	83	6	0
INC-1L-500W	500	5	0
LED-1L-80W	80	5	0
MH-1L-70W	83	5	0
T12-1L-34W	75	5	0
T8-1L-96W	104	5	0
CFL-2L-23W	46	4	0
HPS-1L-250W	295	4	0
LED-1L-16W	16	4	0
MH-1L-250W(alt1)	288	4	0
T5-1L-14W	14	4	0
T5-3L-28W	75	4	0
LED-1L-65W	65	3	0
MH-1L-100W	118	3	0
CFL-1L-18W	18	2	0
INC-2L-40W	80	2	0
INC-4L-240W	160	2	0
LED-1L-12Wx2	24	2	0
MH-1L-250W(alt2)	250	2	0
MH-1L-50W-T3	50	2	0
T8-2L-32W(alt)	49	2	0
HPS-1L-400W	460	1	0
INC-2L-75W	150	1	0
LED-1L-20W	20	1	0
LED-1L-35W	35	1	0
LED-4L-12W	48	1	0
T12-1L-30W	33	1	0
T12-2L-60W	118	1	0
T12-2L-75W	165	1	0
T12-2L-W	88	1	0
CFL-1L-26W	27	0	0
CFL-2L-13W	27	0	0
MH-1L-50W	59	0	0
Total		4,822	198

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 Name	Estimated Power (W)	Total Fixtures	Minimum Sample
LED-2L-10.5	21	1,673	10
LED-4L-10.5	42	502	10
LED-1L-30	30	447	10
LED-1L-9.5	10	428	10
LED-1L-10.5	11	413	10
LED-3L-10.5	32	311	10
LED-1L-45	45	183	10
LED-2L-8	16	169	10
LED-1L-10	10	91	4
LED-1L-8	8	79	4
LED-2L-25	50	60	4
LED-2L-14	14	57	4
LED-1L-115	115	45	4
LED-1L-40 (PC)	45	43	4
LED-1L-6	6	30	4
LED-2L-12	24	30	4
LED-8L-10.5	84	29	4
LED-1L-12	12	23	4
LED-1L-13	13	22	4
LED-1L-7	7	20	0
LED-1L-90	90	18	0
LED-4L-70	70	18	0
LED-2L-17	34	17	0
LED-1L-16	16	13	0
LED-1L-120	120	10	0
LED-1L-26	26	9	0
LED-1L-68	68	9	0
LED-4L-17	68	9	0
LED-4L-25	100	8	0
LED-1L-52	52	7	0
LED-1L-16.5	17	6	0
LED-1L-37.5	38	6	0
LED-1L-25 (PC)	28	5	0
LED-1L-165	165	4	0
LED-1L-6.5	30	4	0
LED-1L-9	9	4	0
LED-2L-9.5	19	4	0
LED-1L-20 (PC)	23	3	0
LED-2L-10	20	3	0
LED-4L-9.5	38	3	0
LED-1L-34	34	2	0
LED-1L-40	40	2	0
LED-1L-118	118	1	0
LED-2L-18	36	1	0
Remove	0	1	0
Total		4,822	124

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, HVAC Factors, and months of demand. This information is provided for each grouping of fixtures in the table at the end of this section. Common information that applies to all fixtures groups is included below:

Building	HVAC Factors		
	kWh	kW	CCF
Animal Shelter	0.2085	0.1364	-0.0031
Carver Center	0.1869	0.0000	-0.0033
Centennial Spray Park Bldg	0.1964	0.0000	0.0000
Downtown Arcade & Parking Lots	0.0000	0.0000	0.0000
Fire Station #1	0.1872	0.1362	-0.0032
Fire Station #2	0.1872	0.1365	-0.0032
Fire Station #3	0.1872	0.1397	-0.0032
Fire Station #4	0.2350	0.1162	-0.0027
Friendship Center	0.1571	0.0000	0.0000
Gypsum Hill Cemetery Office/Shop	0.1875	0.1264	-0.0034
HHW Facility	-0.3010	-0.5000	0.0000
Lakewood Discovery Lodge	0.2496	0.1368	0.0000
Landfill Administration Bldg	0.2090	-0.5828	0.0000
Maintenance Buildings (Ash St.)	0.3263	0.1973	-0.0032
Municipal Golf Club	0.1576	-0.5837	0.0000
Oakdale Park	-0.1429	-0.0465	-0.0031
Police & Court Bldg.	0.1035	0.1128	-0.0035
Salina Community Theatre	0.4689	0.4001	-0.0175
Sunset Park Maint Bldg	0.1874	0.2000	-0.0037
Thomas Park	0.0000	0.0000	0.0000
TPEC	0.1872	0.1359	-0.0032
Water Distribution Bldg	0.1870	0.1335	-0.0031

Building	Burnout Rate	Demand Diversity	Months of Demand
All Buildings	5%	90%	12

E. 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 below and in Schedule D, Energy, Water, and O&M Rate Data. These rates will escalate at 3% per year beginning in Year 2.

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

Site	\$/kWh	\$/kW	\$/CCF
Animal Shelter	\$0.1247	\$6.07	\$1.183
Carver Center	\$0.1206	\$0.00	\$1.238
Centennial Spray Park Bldg	\$0.1237	\$0.00	\$0.000
Downtown Arcade & Parking Lots	\$0.1166	\$0.00	\$0.000
Fire Station #1	\$0.1119	\$6.07	\$1.183
Fire Station #2	\$0.1121	\$6.07	\$1.064
Fire Station #3	\$0.1123	\$6.07	\$1.682
Fire Station #4	\$0.1108	\$6.07	\$1.238
Friendship Center	\$0.1208	\$6.07	\$0.000
Gypsum Hill Cemetery Office/Shop	\$0.1163	\$6.07	\$1.238
HHW Facility	\$0.1364	\$6.07	\$0.000
Lakewood Discovery Lodge	\$0.1121	\$6.07	\$0.000
Landfill Administration Bldg	\$0.1226	\$6.07	\$0.000
Maintenance Buildings (Ash St.)	\$0.1110	\$6.07	\$1.110
Municipal Golf Club	\$0.1133	\$6.07	\$0.000
Oakdale Park	\$0.1206	\$6.07	\$1.064
Police & Court Bldg.	\$0.1116	\$6.07	\$1.180
Salina Community Theatre	\$0.1110	\$6.07	\$1.238
Sunset Park Maint Bldg	\$0.0894	\$6.07	\$1.236
Thomas Park	\$0.1312	\$0.00	\$0.000
TPEC	\$0.0835	\$13.41	\$1.395
Water Distribution Bldg	\$0.1173	\$6.07	\$1.238

OPTION B – SOLAR PHOTOVOLTAIC

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

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

Savings in this section are determined by using an “Option B: Retrofit Isolation – All 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, parameter measurements that will be conducted, and how cost savings will be calculated. The energy and cost savings will be determined using this approach 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.

The production and solar irradiance will be measured beginning in the Performance Period. The relationship between those variables will be determined and a performance curve created. Savings are calculated as the production normalized to a typical year’s irradiance. Normal solar irradiance is based on the TMY3 weather data for SALINA, KS (SLN). This approach verifies the performance characteristics of the PV system but does not take accountability for excess/insufficient solar opportunity.

PV savings will be calculated each year of the Performance Period at the end of the guarantee year. During the construction period, PV savings will be reported as actual production rather than as normalized production.

ESCO reserves the right to make non-routine adjustments in the case of inverter failure and shading resulting from structures or vegetation constructed after the Date of Commencement.

C. Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this PV project, the parameters that will be measured are the production from the solar panels and the available solar irradiance. Production will be measured with the installed production meter(s), and solar irradiance will be measured with the installed local solar irradiance meter(s) at intervals no longer than one hour. All production at the following facilities will be included in the Solar PV savings calculations.

Building
Kenwood Cove Aquatic Center

D. Cost Savings Calculations

This section provides the methods and equations used to determine the cost savings associated with this particular methodology.

Normalized production will be converted to cost savings using the utility rates as defined below and in Schedule D, Energy, Water, and O&M Rate Data. These rates will escalate at 3% per year beginning in Year 2.

Building	Marginal Rate
Kenwood Cove Aquatic Center	\$0.03915

OPTION C – WHOLE TERM

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

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

The method of determining energy savings described in this section uses “Option C – Whole Facility (Main Meter Measurement)” as described in the International Measurement and Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section provides the energy savings calculations, the key parameter measurements that will be conducted, the parameters that will be estimated and those values, and how cost savings will be calculated.

Guaranteed Meters

The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Meter Name	Account	Utility Type	Utility Company	Rate	Units
Kenwood Cove Electric	4417491504	Electric	Evergy	MGS / SGS+Net Meter Rider	kWh, kW
Kenwood Cove Gas	TBD (New Meter)	Natural Gas	Kansas Gas Services	General Service Small	CCF
Smoky Hill Electric	0938010970	Electric	Evergy	SGS	kWh, kW
Smoky Hill Gas	TBD (New Meter)	Natural Gas	Kansas Gas Services	General Service Large	CCF

Building Summary

The following table lists the buildings that were served by guarantee meters during the base year period.

Building Name	Area (ft2)
Kenwood Cove Aquatic Center	N/A
Smoky Hill Museum	47,681

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 particular ECM.

Overview of Savings Methodology

Energy savings will be measured by comparing the Performance Period’s total energy consumption and demand to the total energy consumption and demand for the same area in the base year period by utilizing energy meter data. Base year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the guarantee

period if the energy conservation measures had not been implemented. The energy saved is the difference between the adjusted base year consumption and the Performance Period consumption. The demand saved is the difference between the adjusted base year demand and the Performance Period demand. This process will be followed for each fuel type involved in the guarantee.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions after adjusting for all necessary changes, and the Performance Period conditions. This is shown in Equation 1 below:

Equation 1 – Energy Consumption Savings

$$E_{save} = E_{Baseline} - E_{Performance}$$

Where,

E_{save} = Energy savings

$E_{Baseline}$ = Adjusted energy usage of facility equipment pre-implementation

$E_{Performance}$ = Energy usage of facility equipment post-implementation

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values, calculated by a model, that are used to correlate the base year energy consumption with the factors that caused that consumption and is defined by Equation 2 below:

Equation 2 – Baseline Energy Use

$$E_{Baseline} = \sum_{i=1}^n C_D \times T_i + C_H \times HDD_i + C_C \times CDD_i + C_O \times OCC_i + CO_i + CM_i$$

Where,

n = Number of billing periods in year.

$E_{Baseline}$ = Adjusted baseline period consumption

C_D = A constant representing units of consumption per billing period day

T_i = Number of days in billing period

C_H = A constant representing units of consumption per heating degree day

HDD_i = Heating degree days in the current billing period

C_C = A constant representing units of consumption per cooling degree day

CDD_i = Cooling degree days in the current billing period

C_O = A constant representing units of consumption per occupied day

OCC_i = Occupied days in the current billing period

CO_i = Offset for the current billing period

CM_i = Other adjustments for the current billing period

Customer agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of ESCO after the execution of this agreement. Typical adjustments are provided in detail in Schedule E.

Demand savings are computed similarly to the consumption savings, as shown by Equation 3 below:

Equation 3 – Peak Demand Savings

$$D_{save} = D_{Baseline} - D_{Performance}$$

Where,

D_{save} = Demand savings

$D_{Baseline}$ = Adjusted energy demand of facility equipment pre-implementation

$D_{Performance}$ = Energy demand of facility equipment post-implementation

Adjusted base year demand is calculated as demonstrated in Equation 4 below:

Equation 4 – Baseline Peak Demand

$$D_{Baseline} = \sum_{i=1}^n D_D + D_H \times \frac{HDD_i}{T_i} + D_C \times \frac{CDD_i}{T_i} + DO_i + DM_i$$

Where,

D_D = A constant representing units of demand per billing period

D_H = A constant representing units of demand per heating degree day per day

D_C = A constant representing units of demand per cooling degree day per day

DO_i = Offset for the current billing period

DM_i = Other adjustments for the current billing period

C. Key Parameters Measurement Strategy

Measurement and documentation strategies for each project phase are outline below.

Pre-Implementation Measurements and Documentation

Customer will provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A for a minimum of twenty-four (24) months worth of historical utility data that is to represent a complete span of two years worth of energy usage. Customer will also provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A from the end of that twenty-four (24) month data set through the Savings Guarantee Commencement Date within the timelines specified in Schedule E.

ESCO will collect daily high and low temperature data from the weather station defined in Schedule D, Common ECM Assumptions.

Post-Implementation Measurements and Documentation

No short term verification is performed using this method. All post-implementation measurements are conducting during the Performance Period.

Performance Period Measurements and Documentation

Throughout the Performance Period, Customer will provide ESCO with the monthly utility bills and all delivery invoices for the accounts included in Paragraph A within the timelines specified in Schedule E.

ESCO will collect daily high and low temperature data from the weather station defined in Schedule D, Common ECM Assumptions.

D. Parameter Estimates

The parameters defined in the equations outlined in Paragraph B that are estimated are determined through engineering analysis of at least twelve (12) months worth of the pre-implementation measured utility data.

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This is done to establish the relationship between the weather, billing period length, any other independent factors, and the consumption and demand associated with a particular account. The end result of this analysis is the set of coefficients used in the equations defined in Paragraph B to fully define the baseline for each account. The values will be presented to Customer by ESCO before the Savings Guarantee Commencement Date and will be documented and agreed upon by both parties in the Meter Tuning Summary. Below are definitions of each of the estimated parameters included in Paragraph B;

- The values of CD and DD represent the base load consumption and demand of the utility usage of a particular meter and are equivalent to the weather independent energy usage and demand.
- The values of CH and DH represent the heating consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand heating balance point specific to that account.
- The values of CC and DC represent the cooling consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand cooling balance point specific to that account.
- The billing period values of CO_i and DO_i represent the portion of the energy consumption and demand that cannot be accounted for with the weather independent and weather dependent consumption.

Each of these parameters will be determined based on the relationship of the baseline period energy and demand and the independent factors. During the Performance Period they will be used to estimate the energy use and demand that would have occurred if the project had not been performed. To accomplish this, CO_i and DO_i will be pro-rated to the Performance Period billing periods for each account.

The terms CM_i and DM_i are included in the equations in Paragraph B to account for changes in the Performance Period energy use and demand from the baseline Period energy use and demand on the accounts in Paragraph A for any causes unrelated to the project as defined in Schedule E. The procedures for developing these estimates vary with the specific causes for the adjustments. The requirements for determining these values and any measurements necessary to support these estimates are defined in Schedule E.

E. 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. These rates will escalate at 3% per year beginning in Year 2.

The applicable utility rates will be applied to the baseline and Performance Period energy use for the accounts in Paragraph A. Equation 5 will be used to compute the total cost savings for each Guarantee Year.

Equation 5 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n \left[\sum_{k=1}^q (\$_{Baseline} - \$_{Performance})_k \right]_i$$

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 accounts

q = Total number of billing periods for account i

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. These savings will escalate at 3% per year beginning in Year 2.

Utility Cost Savings Measure	Cost Savings
Animal Shelter - Mechanical	\$1,253
Wastewater Treatment Plant - Envelope	\$2,347
Landfill Admin Building - Envelope	\$868
Friendship Center - Mechanical	\$450
Fire Station 1 - Mechanical	\$1,416
Fire Station 2 - Mechanical	-\$268
Fire Station 3 - Mechanical	\$781
Oakdale Park - Mechanical	\$152
Oakdale Park - Envelope	\$1,966
Public Works - Envelope	\$3,622
Salina Theater - BAS	\$8,224
Fieldhouse - Mechanical	\$2,179
Police Admin - Mechanical	\$1,829
Municipal Courts - BAS	\$2,195
Municipal Courts - Mechanical	\$63
Tony's Pizza Event Center - Mechanical	\$3,399
Tony's Pizza Event Center - BAS	\$3,500
Water Distribution Center - Envelope	\$1,639
Total	\$35,616

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. These savings will escalate at 3% per year beginning in Year 2.

Operation and Maintenance Savings Measure	Cost Savings
FH, TPEC, Police, Courts - BAS Upgrade	\$182
Tony's Pizza Event Center - BAS	\$1,216
Municipal Courts - BAS	\$303
Fieldhouse - Mechanical	\$21
Salina Theater - BAS	\$947
Police Admin - Mechanical	\$21
Smoky Hill Museum - Mechanical	\$6,866
Tony's Pizza Event Center - Mechanical	\$3,475
Municipal Courts - Mechanical	\$1,397
Fire Station 1 - Mechanical	\$250
Fire Station 2 - Mechanical	\$389
Fire Station 3 - Mechanical	\$785
Animal Shelter - Mechanical	\$1,790
Kenwood Cove Aquatic Center - Mechanical	\$832
Friendship Center - Mechanical	\$153
Smoky Hill Museum - Lighting	\$204
Tony's Pizza Event Center - Lighting	\$4,574
Municipal Courts - Lighting	\$673
Police Admin - Lighting	\$673
Fire Station 1 - Lighting	\$624
Fire Station 2 - Lighting	\$292
Fire Station 3 - Lighting	\$314
Fire Station 4 - Lighting	\$135
Animal Shelter - Lighting	\$108
Salina Theater - Lighting	\$2,495
Public Works - Lighting	\$95
Kenwood Cove Aquatic Center - Lighting	\$51
Lakewood Discovery Lodge - Lighting	\$132
Friendship Center - Lighting	\$51
Water Distribution Center - Lighting	\$129
Carver Center - Lighting	\$15
Centennial Spray Park Building - Lighting	\$8
Downtown Arcade - Lighting	\$78
Gypsum Hill Cemetary Office - Lighting	\$133
HHW Facility - Lighting	\$2
Landfill Admin Building - Lighting	\$16
Municipal Golf Club - Lighting	\$427
Oakdale Park - Mechanical	\$17
Sunset Park Maintenance Building - Lighting	\$4
Thomas Park - Lighting	\$12
Smoky Hill Museum - Envelope	\$5,626
Total	\$35,514

SCHEDULE E CUSTOMER RESPONSIBILITIES FOR PERFORMANCE GUARANTEE

GENERAL RESPONSIBILITIES

Customer acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Customer agrees to undertake the following responsibilities:

Customer 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 Customer 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

Customer will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Customer will perform daily facilities monitoring and promptly review any alarm summaries.

Customer 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. Customer 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, Customer 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 Customer on a time and materials basis.

MAINTENANCE RESPONSIBILITIES

Customer 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"), Customer agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551, 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.

Customer 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. Customer must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Customer will be responsible to provide to

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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 Customer refuse to perform the required maintenance as required in this Contract, ESCO and Customer shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to Schedule E, 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 Customer set forth in this Schedule, Customer 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 Customer'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 Customer'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 Customer 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 Customer'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 Customer'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 Customer's expense.

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- 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 Customer'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 Customer'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

- Customer must perform, or cause to be performed, at Customer'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

- Customer must perform, or cause to be performed, at Customer'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

- Customer must perform, or cause to be performed, at Customer'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

- Customer must perform, or cause to be performed, at Customer'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

- Customer must perform, or cause to be performed, at Customer'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

- Customer must develop and execute an M&V plan at Customer'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

- Customer 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

- Customer 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

- Customer agrees to perform the project specific Customer responsibilities as defined in Schedule E. 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. Customer 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.