

# **West Liberty University Guaranteed Energy Savings Contract**

*Submitted to:*

West Liberty University  
208 University Drive  
West Liberty, WV 26074

*Submitted by:*



*February 19, 2021*

February 19, 2021



West Liberty University  
208 University Drive  
West Liberty, WV 26074

Attn: VP of Finance and Administration Roberta Linger

Re: Guaranteed Energy Savings Contract

Ms. Roberta,

CMTA is pleased to provide you with this proposal and contract for guaranteed energy saving upgrades for the University of West Liberty. The project highlights include:

1. A comprehensive HVAC renovation in Main Hall.
2. Three buildings receiving new DDC controls and one receiving DDC controls integration.

Exhibit A provides a summary of the scope in more detail. The total cost of these upgrades is \$3,943,183. CMTA guarantees energy savings over a 15-year term and should the project not achieve the savings identified, CMTA will reimburse West Liberty University for the shortfall per the terms of the contract. The first-year measurement and verification program is included in the contract price and additional years for this ongoing service will be invoiced separately at the discretion of the University.

CMTA Energy Solutions is excited about this project and appreciates the opportunity to work with West Liberty University. This project will improve the indoor learning environments at these facilities while reducing the energy and operational costs. We are excited to get started and look forward to continuing to work with the administration and staff. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Chris Wade". The signature is written in a cursive, flowing style.

Christopher Wade, PE, MBA, LEED AP  
Project Manager  
CMTA Energy Solutions

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## Scope of Services

### **Owner:**

West Liberty University  
208 University Drive  
West Liberty, WV 26074

### **Contractor AND Licensed Design Professional:**

CMTA, Inc.  
9522 Delphinium Street  
Prospect, KY 40059

### **Scope:**

Following items are applicable to the construction project scope of work:

1. Record pdf construction drawings will be provided upon completion of the project.
2. Two O&M manuals (printed in binders) will be supplied upon completion of the project. All O&M information shall be provided in Adobe pdf format in addition to paper format.
3. All required permitting and fees are included.
4. All engineering, construction management and commissioning fees are included.
5. Payment & Performance bonds are included.

### **Scope of Services and Energy Conservation Measures**

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

- H1 HVAC System Renovation**
- C1 BAS System and Equipment Replacements**
- C2 BAS System and Equipment Integration**

The table on the following page details which facilities in scope will be benefitting from each ECM.

| Site Name         | HVAC | Controls |    |
|-------------------|------|----------|----|
|                   | H1   | C1       | C2 |
| Annex Building    |      |          |    |
| Arnett            |      |          |    |
| ASRC              |      | ✓        |    |
| Beta Hall         |      |          |    |
| Blatnik           |      |          |    |
| Bonar Hall        |      |          |    |
| Boyd Hall         |      |          |    |
| Campbell Hall     |      |          | ✓  |
| Chapel            |      |          |    |
| College Hall      |      | ✓        |    |
| Curtis Hall       |      |          |    |
| Fine Arts         |      |          |    |
| Hughes            |      |          |    |
| Krise Hall        |      |          |    |
| Library           |      |          |    |
| Main Hall         | ✓    | ✓        |    |
| Myers Maintenance |      |          |    |
| Rogers Hall       |      |          |    |
| Shaw Hall         |      |          |    |
| Shotwell Hall     |      |          |    |
| Stadium           |      |          |    |
| Student Union     |      |          |    |
| Tennis Courts     |      |          |    |
| Campus            |      |          |    |

**LEGEND**

|    |                                       |
|----|---------------------------------------|
| H1 | HVAC System Renovation                |
| C1 | BAS System and Equipment Replacements |
| C2 | BAS System and Equipment Integration  |

## **H1 – HVAC Renovation**

The HVAC renovation design drawings and specifications detail the specifics of the scope of services at Main Hall. A summary of the work to be performed is outlined below, refer to *Exhibit E – Project Plans and Specifications* for additional information.

### **Main Hall – HVAC Renovation**

Existing HVAC and controls infrastructure will be replaced and reused as follows:

1. Reuse (Qty 2) RTUs serving the wing VAVs. Replace mixed air dampers in both units.
2. Remove and replace (Qty 4) existing single zone air handling units.
3. Remove and replace (Qty 50) fan coil units.
4. Remove and replace (Qty 26) Unit Ventilators.
5. Remove (Qty 1) carrier air handling unit in exercise science room.
6. Remove (Qty 17) VAV boxes in the west wing. Add additional hot water piping and ductwork to install (Qty 30) new VAV boxes with hot water reheat. Abandon fan coil units for these zones in place.
7. Reuse existing chilled water plant, demo existing controls and add new.
8. Remove (Qty 2) boilers and the Library heat exchanger and install (Qty 4) condensing boilers. Library and Main hall to be separate heating loops.
9. Reuse radiant reheat system and cooling only VAV boxes in east wing.
10. (Qty 4) New dedicated outdoor air units for the central section.

## **C1 – BAS System and Equipment Replacements**

A summary of the controls system and equipment replacement scope to be performed is outlined below. For additional information, refer to *Exhibit E – Project Plans and Specifications* for controls sequences and points lists by facility.

### **Academic, Sports, and Recreation Center**

DDC controls will be furnished, installed and commissioned to replace existing controls in the ASRC. New DDC controls will be provided for the following pieces of equipment:

- Two Speed Air Handling Units (Qty 2)
- Variable Volume Air Handling Units (Qty 1)
- Single Zone Air Handling Units (Qty 2)
- VAV Terminal Boxes with Hot Water Coil (Qty 54)
- Constant Volume Reheat Coil (Qty 5)
- Power Meter (Qty 1)

- Exhaust Fans (Qty 14)

### College Hall

DDC controls will be furnished, installed and commissioned to replace existing controls in College Hall. New terminal strip controls will be provided for the following pieces of equipment:

- DX Cooling Gas Fired Rooftop Units (Qty 3)

### Main Hall

The controls scope for Main Hall will be implemented alongside a complete HVAC system renovation within the building. DDC controls will be furnished, installed and commissioned to replace existing controls and to control newly implemented HVAC equipment. The following pieces of equipment will receive new DDC controls:

- Variable Volume Air Handling Units (Qty 2)
- Single Zone Air Handling Units (Qty 4)
- Fan Coil Units (Qty 50)
- Unit Ventilators (Qty 26)
- VAV Terminal Boxes with Hot Water Coil (Qty 30)
- VAV Terminal Boxes with No Hot Water Coil (Qty 32)
- Main Hall Hot Water Plant (Qty 1)
- Library Hot Water Plant (Qty 1)
- Chilled Water Plant (Qty 1)
- East Wing Radiant Reheat Pump (Qty 1)
- East Wing Radiant Reheat Valves (Qty 12)
- Power Meter (Qty 1)
- Gas Pulse Meter (Qty 2)
- Exhaust Fans (Qty 10)
- Dedicated Outside Air Units (Qty 4)

## **C2 – BAS System and Equipment Integration**

A summary of the controls system and equipment integration scope to be performed is outlined below. For controls sequences and points lists by facility, refer to *Exhibit E – Project Plans and Specifications*.

### Campbell Hall

A new DDC controls system will be furnished, installed and commissioned in Campbell Hall to integrate the existing building controls into a new DDC front end. The following pieces of equipment below will be controlled and receive a graphics screen:

- Existing equipment
  - Hot Water Plan (Qty 1)
  - Chilled Water Plant (Qty 1)
  - Variable Volume Air Handling Units (Qty 3)
  - Natural Gas Humidifier (Qty 3)
  - Fan Coil Units (Qty 2)
  - Single Zone Air Handling Units (Qty 1)
  - Strobic Air Exhaust Fan Assembly (Qty 2)
  - Heat Recovery Loop (Qty 1)
  - Exhaust Fans (Qty 3)
  - Fan Powered VAV Boxes (Qty 24)
  - VAV Boxes (Qty 40)
  - Lab Sureflow Offset Controller (Qty 8)
  - Fume Hoods (Qty 19)
  - Lab CO2 Controller (Qty 2)
  - Unit Heaters (Qty 11)
  - Snow Melt System (Qty 5)
- New equipment
  - Building Power Meter (Qty 1)
  - Lab Occupancy Control (Qty 8)



## Project Cost

The owner shall pay the contractor the contract sum in current funds for the contractor's performance of the contract. The contract sum shall be three million, nine hundred forty-three thousand, one hundred eighty-three dollars (\$3,943,183), subject to the authorized adjustments as provided in the contract documents. As outlined in Exhibit D, CMTA has provided a performance and payment bond for the project. Coverage under the Performance and Payment Bond shall not extend to the Energy Savings Guarantee, as set forth in Exhibit F, or any related provisions.

## Allowances

The allowances specified in the table below are included in the contract sum and will be administered in accordance with **§3.8 Allowances** of the *Exhibit B – AIA A201 – 2017 General Conditions of the Construction Contract*.

| Item                            | Allowance        |
|---------------------------------|------------------|
| Sprinkler Pipe Relocations      | \$ 10,000        |
| Structural Steel Supports       | \$ 7,177         |
| Campbell Hall Lab Hood Balance  | \$ 15,000        |
| Replacing Failed DDC Components | \$ 20,000        |
| <b>Total</b>                    | <b>\$ 52,177</b> |



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

West Liberty University Guaranteed Energy Savings Contract  
West Liberty, West Virginia

### THE OWNER:

(Name, legal status and address)

West Liberty University  
208 University Drive  
West Liberty, WV 26074

### THE ARCHITECT:

(Name, legal status and address)

The owner elects to appoint CMTA Project Manager – Chris Wade – with the role and obligations of the Architect pursuant to this Agreement.

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

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

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.



§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor 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. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.



### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.



§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:



- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.



## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or



expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

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

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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

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

## **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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



§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

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

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

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

## § 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.



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

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

# **Additions and Deletions Report for**

## **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:58:38 ET on 04/19/2021.

### **PAGE 1**

West Liberty University Guaranteed Energy Savings Contract  
West Liberty, West Virginia

...

West Liberty University  
208 University Drive  
West Liberty, WV 26074

...

The owner elects to appoint CMTA Project Manager – Chris Wade – with the role and obligations of the Architect pursuant to this Agreement.

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:58:38 ET on 04/19/2021 under Order No. 3520892561 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

## State of West Virginia

Supplementary Conditions to AIA Document A201-2017  
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**Order of Precedence:** The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

**First Priority** – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

**Second Priority** – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

**Third Priority** – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

**ARTICLE 1  
GENERAL PROVISIONS**

Add the following Section to Article 1:

**§1.05 PARTY RELATIONS**

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

**§1.1 BASIC DEFINITIONS****§1.1.1 THE CONTRACT DOCUMENTS**

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein).

**§1.1.2 THE CONTRACT**

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

**§1.2 Correlation and intent of Contract Documents**

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

**§1.7 Digital Data Use and Transmission**

§1.7 Delete the last sentence of this section in its entirety.

**§1.8 Building Information Models Use and Reliance**

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."



**ARTICLE 2**  
**OWNER**

**§2.1 GENERAL**

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entities may include, but are not limited to, the West Virginia Attorney General's Office and the West Virginia Purchasing Division. Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

**§2.2 Evidence of the Owner's Financial Arrangements:** Delete § 2.2 and all of its subsections in its entirety.

**§2.3 Information and Services Required of Owner**

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

**ARTICLE 3**  
**CONTRACTOR**

**§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be

entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

### §3.4 LABOR AND MATERIALS

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 *et seq.*, relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A, Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 *et seq.*, relating to local hiring preference
- W. Va. Code §21-1D-1 *et seq.*, relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

### §3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

### §3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

### §3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

### §3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during

the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

§3.10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

### §3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

### §3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must

first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

## ARTICLE 4 ARCHITECT

### §4.1 GENERAL

### §4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

**§4.2.8 Make the following change to Section 4.2.8:**

In the first sentence, after the word Architect add ", in consultation with the Owner,".

**ARTICLE 5  
SUBCONTRACTORS**

**§5.2 Award of Subcontracts and Other Contracts for Portions of Work**

**§5.2.1 Add the following sentence to Section 5.2.1.**

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

**§5.4 Contingent Assignment of Subcontracts:** This section is removed in its entirety and replaced with the following:

**§5.4 Emergency Contracts with Subcontractors:**

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

**ARTICLE 7  
CHANGES IN THE WORK**

**§7.1 General**

**§7.1.2.** In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

**§7.2 CHANGE ORDERS**

**§7.2 Add the following Section to 7.2:**

**§7.2.2** A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner

and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

**§7.2.3. Allowance for Overhead and Profit:** Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

### §7.3 CONSTRUCTION CHANGE DIRECTIVES

#### §7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

#### §7.3.7 Delete the word "recorded" and replace it with "processed".

#### §7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

#### §7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

#### Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate

without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

**§7.4 Minor Changes in Work.** Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

## **ARTICLE 8** **TIME**

### **§8.3 DELAYS AND EXTENSIONS OF TIME**

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

## **ARTICLE 9** **PAYMENTS AND COMPLETION**

### **§9.1 Contract Sum**

§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

### **§9.2 SCHEDULE OF VALUES**

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

### **§9.3 APPLICATIONS FOR PAYMENT**

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

### **§9.4 CERTIFICATES FOR PAYMENT**

§9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

### **§9.6 PROGRESS PAYMENTS**

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

### **§9.7 FAILURE OF PAYMENT**

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

### **§9.8 SUBSTANTIAL COMPLETION**

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.



**§9.8.5 Add the following clause to Section 9.8.5:**

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

**§9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§9.10.1 Add the following to the end of Section 9.10.1:**

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

**§9.10.2 Make the following changes in Section 9.10.2:**

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

**§9.10.3 Add the following clause to Section 9.10.3:**

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

**§9.10.4 Make the following changes in Section 9.10.4:**

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

**Add the following Sections to Article 9:**

**§9.11 LIQUIDATED DAMAGES**

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

**ARTICLE 10**

**PROTECTION OF PERSONS AND PROPERTY**

**§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

**§10.2.8 Make the following changes to Section 10.2.8:**

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

**§10.3 HAZARDOUS MATERIALS**

**§10.3.3 Delete Section 10.3.3 in its entirety.**

**ARTICLE 11**

**INSURANCE AND BONDS**

**§11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§11.1.2 Add the following to the end of §11.1.2.**

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

§11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **§13.4 TESTS AND INSPECTIONS**

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

#### **§13.6 INTEREST**

§13.6 Delete Section 13.5 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

#### **§13.6 WORKERS COMPENSATION**

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

#### **§13.7 CONTRACTOR'S LICENSE**

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

### **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **§14.1 TERMINATION BY THE CONTRACTOR**

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

#### **§14.2 TERMINATION BY THE OWNER FOR CAUSE**

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other

damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

#### **§14.5 FISCAL YEAR FUNDING**

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§15.1 Claims**

##### **§15.1.2 TIME LIMITS ON CLAIMS**

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 **NOTICE OF CLAIMS** Add the following to § 15.1.3:

§15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.

§ 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

#### **§15.2 INITIAL DECISION**

§15.2.1 In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

#### **§15.3 MEDIATION**

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

§15.3.2 The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§ 15.3.3 Remove section 15.3.3 in its entirety

#### **§15.4 ARBITRATION**

§15.4 Delete Section 15.4 in its entirety and substitute the following:

#### **§15.4 SETTLEMENT OF CLAIMS**

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the

State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

## **ARTICLE 16 EQUAL OPPORTUNITY**

### **§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965**

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:

Contractor:

By:

By:

Title:

Title:

Date:

Date:

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this 20th day of February, 2019, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY:

  
DEPUTY ATTORNEY GENERAL



# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

CMTA, Inc.  
9522 Delphinium Street Suite 100  
Prospect, KY 40059

### SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company  
P.O. BOX 469011  
San Antonio, TX 78246

### Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

West Liberty University  
208 University Drive  
West Liberty, WV 26074

### CONSTRUCTION CONTRACT

Date: 2/19/2021

Amount: \$ Three Million Nine Hundred Forty-three Thousand One Hundred Eighty-three And No/100Dollars (\$3,943,183.00)

Description: West Liberty University-Guaranteed Energy Savings Contract  
(Name and location)

### BOND

Date: 2/22/2021

(Not earlier than Construction Contract Date)

Amount: \$ Three Million Nine Hundred Forty-three Thousand One Hundred Eighty-three And No/100Dollars (\$3,943,183.00)

Modifications to this Bond:

☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
CMTA, Inc.

### SURETY

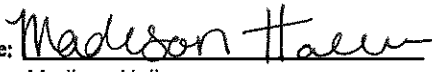
Company: (Corporate Seal)  
Argonaut Insurance Company

Signature:



Name: TIMOTHY G. MORRIS  
and Title: CORPORATE TREASURER

Signature:



Name: Madison Haller  
and Title: Attorney-in-Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

L A Surety Solutions, LLC  
127 S. Sherrin Avenue  
Louisville, KY 40207  
(502) 895-9377  
S-1852/AS 8/10

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

#### **§ 14 Definitions**

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Bond No. SUR0065737

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

CMTA, Inc.  
9522 Delphinium Street Suite 100  
Prospect, KY 40059

### SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company  
P.O. BOX 469011  
San Antonio, TX 78246

### Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

West Liberty University  
208 University Drive  
West Liberty, WV 26074

### CONSTRUCTION CONTRACT

Date: 2/19/2021

Amount: \$ Three Million Nine Hundred Forty-three Thousand One Hundred Eighty-three And No/100Dollars (\$3,943,183.00)

Description: West Liberty University-Guaranteed Energy Savings Contract  
(Name and location)

### BOND

Date: 2/22/2021

(Not earlier than Construction Contract Date)

Amount: \$ Three Million Nine Hundred Forty-three Thousand One Hundred Eighty-three And No/100Dollars (\$3,943,183.00)

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

CMTA, Inc.

### SURETY

Company: (Corporate Seal)

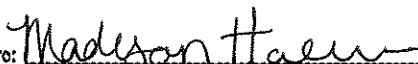
Argonaut Insurance Company

Signature:



Name: Timothy G. Morris  
and Title: Corporate Treasurer

Signature:



Name: Madison Haller  
and Title: Attorney-in-Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

L A Surety Solutions, LLC  
127 S. Sherrin Avenue  
Louisville, KY 40207  
(502) 895-9377  
S-2149/AS 8/10

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

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

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

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

**§ 18** Modifications to this bond are as follows;

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

John B. Ayres, Monica A. Kaiser, Todd P. Loehnert, Paula J. Teague, Michael W. Baxter, Madison Haller

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

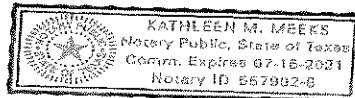
Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of February, 2021.



James Bluzard, Vice President-Surety



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/19/2021

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

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

|   |   |  |                                    |
|---|---|--|------------------------------------|
| <b>PRODUCER</b><br><br>The Underwriters Group, Inc.<br>1700 Eastpoint Parkway<br>P.O. Box 23790<br>Louisville, KY 40223 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 502-244-1343<br><b>E-MAIL ADDRESS:</b> |  | <b>FAX (A/C, No):</b> 502-244-1411 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                      |
| <b>INSURED</b><br><br>CMTA Inc.<br>10411 Meeting Street<br>Prospect, KY 40059   | <b>INSURER A:</b> XL Specialty Insurance Company  |  | 37885                              |
|   | <b>INSURER B:</b>   |  |                                    |
|   | <b>INSURER C:</b>   |  |                                    |
|   | <b>INSURER D:</b>   |  |                                    |
|   | <b>INSURER E:</b>   |  |                                    |
|   | <b>INSURER F:</b>   |  |                                    |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                     |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>\$<br>\$<br>\$<br>\$  |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE<br>\$<br>\$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                |           |          |               |                         |                         | PER STATUT E<br>OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT<br>\$<br>\$<br>\$  |
| A        | Professional Liability   |           |          | DPR9970854    | 12/30/2020              | 12/30/2021              | Per Claim 5,000,000<br>Aggregate 5,000,000   |

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

## CERTIFICATE HOLDER

West Liberty University  
  
208 University Dr,  
  
Wheeling, WV 26003

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Bruce W Ferguson*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/19/2021

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

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

|   |   |
|---|---|
| <b>PRODUCER</b><br><br><b>Blue Grass Insurance Agency, Inc.</b><br><b>2560 Richmond Road, Suite 200</b><br><b>Lexington, KY 40509</b> | <b>CONTACT NAME:</b> Leigh Anne Karnes<br><b>PHONE (A/C No. Ext):</b> (859)543-0050 <b>FAX (A/C No.):</b> (859)543-9699<br><b>E-MAIL ADDRESS:</b> lkarnes@bluegrassinsurance.com  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A :</b> LM Insurance Corporation<br><b>INSURER B :</b> Liberty Mutual Fire Insurance Company<br><b>INSURER C :</b> Liberty Insurance Corporation<br><b>INSURER D :</b> ClearPath Mutual<br><b>INSURER E :</b> ACE American Insurance Company/22667<br><b>INSURER F :</b> |
| <b>INSURED</b><br><br><b>CMTA, Inc.</b><br><b>10411 Meeting Street</b><br><b>Prospect, KY 40059</b>                                   | <b>NAIC #</b>   |

## COVERAGES

CERTIFICATE NUMBER: 00000503-14591595

REVISION NUMBER: 226


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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | TB5-Z91-471436-020  | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          | AS2-Z91-471436-010  | 03/01/2021              | 03/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| C        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | TH7-Z91-471436-050  | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000  |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N     | N / A    | WC100-0016193-2021A | 03/01/2021              | 03/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |
| E        | Cyber Liability   |           |          | D94910730           | 08/13/2020              | 08/13/2021              | Ea Inc/Aggregate 1,000,000/1,000,000  |

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

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| <b>West Liberty University</b><br><b>208 University Dr</b><br><b>Wheeling, WV 26003</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br> (LAK)  |

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## Project Plans and Specifications

All scope of work included in this contract is outlined in detail within the project drawings and plan specifications.

### SPECIFICATIONS:

Division 23 – Mechanical

Division 25 – Building Automation

Division 26 – Electrical

### DRAWINGS:

#### Mechanical Drawings – Main Hall

| <u>Drawing Number</u> | <u>Drawing Name</u>                          |
|-----------------------|--|
| M1.0                  | Mechanical Legend                            |
| M2.0                  | Basement Floor Plan – HVAC Demolition        |
| M2.1                  | First Floor Plan – HVAC Demolition           |
| M2.2                  | Second Floor Plan – HVAC Demolition          |
| M2.3                  | Third Floor Plan – HVAC Demolition           |
| M2.4                  | Roof Plan – HVAC Demolition                  |
| M2.5                  | Roof Plan – HVAC Demolition Add Alternate #1 |
| M3.0                  | Basement Floor Plan – HVAC                   |
| M3.1                  | First Floor Plan – HVAC                      |
| M3.2                  | Second Floor Plan – HVAC                     |
| M3.3                  | Third Floor Plan – HVAC                      |
| M3.4                  | Roof Plan – HVAC                             |
| M3.5                  | Basement Floor Plan – HVAC Add Alternate #1  |
| M3.6                  | First Floor Plan – HVAC Add Alternate #1     |
| M3.7                  | Second Floor Plan – HVAC Add Alternate #1    |
| M3.8                  | Third Floor Plan – HVAC Add Alternate #1     |
| M3.9                  | Roof Plan – HVAC Add Alternate #1            |
| M4.0                  | Mechanical Details                           |
| M5.0                  | Mechanical Schedules                         |
| M5.1                  | Mechanical Schedules                         |

#### Electrical Drawings

| <u>Drawing Number</u> | <u>Drawing Name</u>                     |
|-----------------------|---|
| E-1.0                 | Electrical Legend                       |
| E-2.0                 | Basement Electrical Demolition Plan     |
| E-2.1                 | First Floor Electrical Demolition Plan  |
| E-2.2                 | Second Floor Electrical Demolition Plan |



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|       |  |
|-------|--|
| E-2.3 | Third Floor Electrical Demolition Plan |
| E-2.4 | Roof Electrical Demolition Plan        |
| E-3.0 | Basement Power Plan                    |
| E-3.1 | First Floor Power Plan                 |
| E-3.2 | Second Floor Power Plan                |
| E-3.3 | Third Floor Power Plan                 |
| E-3.4 | Roof Power Plan                        |

### **General Trades Drawings**

| <u>Drawing Number</u> | <u>Drawing Name</u>                               |
|-----------------------|---|
| G3.0                  | First Floor Plan – General Trades                 |
| G3.1                  | Second Floor Plan – General Trades                |
| G3.2                  | Third Floor Plan – General Trades                 |
| G3.3                  | Basement Floor Plan – General Trades Alternate #1 |
| G3.4                  | First Floor Plan – General Trades Alternate #1    |
| G3.5                  | Second Floor Plan – General Trades Alternate #1   |
| G3.6                  | Third Floor Plan – General Trades Alternate #1    |

### **CONTROL POINTS AND SEQUENCES:**

Controls Points and Sequences – Main Hall  
Controls Points and Sequences – ASRC  
Controls Points and Sequences – College Hall  
Controls Points and Sequences – Campbell Hall

## Energy Savings Guarantee

### F.1 Utility Baseline

The following facility electric utility baseline data has been validated using the utility bills and represents a three-year average of utilities (January 2017 – December 2019), unless changes to building systems or new construction warranted a shorter baseline period. The water utility baseline data has been validated using the utility bills and represents the recent bills (September 2018 – January 2020). The natural gas utility baseline data has been determined by allocating actual utility bills (January 2017 – December 2018) from the two campus gas meters among gas consuming buildings on campus. The gas allocation was determined through whole building energy modeling and benchmarking comparisons. This information will be used as the basis of comparison for the determination of energy savings in accordance with the guarantee. Owner and Design Builder agree that these baselines are accurate.

Table F.1.1 – EUI Baseline

| Facility Name     | Square Footage | Energy Consumption (kBtu) | EUI (kBtu/sf) |
|-------------------|----------------|---------------------------|---------------|
| Annex Building    | 4,241          | 268,099                   | 63            |
| Arnett            | 35,397         | 4,687,924                 | 132           |
| ASRC              | 75,750         | 11,485,226                | 152           |
| Beta Hall         | 50,345         | 2,308,730                 | 46            |
| Blatnik           | 36,900         | 4,692,888                 | 127           |
| Bonar Hall        | 25,100         | 1,359,023                 | 54            |
| Boyd Hall         | 31,215         | 1,087,826                 | 35            |
| Campbell Hall     | 68,800         | 9,905,252                 | 144           |
| Chapel            | 6,200          | 1,093,068                 | 176           |
| College Hall      | 8,500          | 597,547                   | 70            |
| Curtis Hall       | 24,700         | 1,410,065                 | 57            |
| Fine Arts         | 52,000         | 4,100,043                 | 79            |
| Hughes            | 52,880         | 2,623,721                 | 50            |
| Krise Hall        | 73,758         | 4,704,310                 | 64            |
| Library           | 58,551         | 4,776,128                 | 82            |
| Main Hall         | 101,558        | 8,340,505                 | 82            |
| Myers Maintenance | 10,100         | 670,117                   | 66            |
| Rogers Hall       | 50,638         | 2,862,212                 | 57            |
| Shaw Hall         | 36,000         | 2,018,566                 | 56            |
| Stadium           | 4,500          | 181,866                   | 40            |
| Student Union     | 40,464         | 4,117,299                 | 102           |
| Tennis Courts     | 700            | 50,754                    | 73            |
| <b>Total</b>      | <b>848,297</b> | <b>73,341,170</b>         | <b>87</b>     |

Table F.1.2 – Electric Baseline

| Facility Name     | Electric Account | Utility Company | Rate | Annual kWh        | Annual kW     | Annual Cost        |
|-------------------|------------------|-----------------|------|-------------------|---------------|--------------------|
| Annex Building    | 065-440-011-8    | AEP             | GSS  | 66,133            | 205           | \$6,464            |
| Arnett            | 067-580-031-5    | AEP             | GSS  | 854,720           | 1,931         | \$68,304           |
| ASRC              | 068-080-031-6    | AEP             | GSS  | 1,588,267         | 4,838         | \$147,389          |
| Beta Hall         | 063-980-031-5    | AEP             | GSS  | 602,800           | 1,474         | \$50,165           |
| Blatnik           | 062-080-031-6    | AEP             | GSS  | 509,360           | 1,161         | \$40,374           |
| Bonar Hall        | 065-709-613-0    | AEP             | GSS  | 214,213           | 619           | \$19,523           |
| Boyd Hall         | 069-680-031-5    | AEP             | SGS  | 89,880            | 284           | \$8,643            |
| Campbell Hall     | 068-936-387-0    | AEP             | GSS  | 1,288,320         | 3,069         | \$104,955          |
| Chapel            | 067-880-031-5    | AEP             | GSS  | 320,360           | 1,002         | \$29,295           |
| College Hall      | 069-980-031-5    | AEP             | GSS  | 100,320           | 373           | \$10,244           |
| Curtis Hall       | 065-661-125-0    | AEP             | GSS  | 232,107           | 595           | \$19,851           |
| Fine Arts         | 066-980-031-5    | AEP             | GSS  | 743,987           | 2,068         | \$65,557           |
| Hughes            | 068-780-031-5    | AEP             | GSS  | 691,400           | 1,752         | \$58,519           |
| Krise Hall        | 060-980-031-5    | AEP             | GSS  | 1,270,560         | 2,935         | \$100,698          |
| Library           | 061-880-031-5    | AEP             | GSS  | 712,704           | 1,715         | \$58,387           |
| Main Hall         | 066-680-031-5    | AEP             | GSS  | 1,103,700         | 2,800         | \$93,538           |
| Myers Maintenance | 065-080-031-6    | AEP             | GSS  | 196,400           | 620           | \$18,538           |
| Rogers Hall       | 062-780-031-5    | AEP             | GSS  | 467,467           | 1,295         | \$41,071           |
| Shaw Hall         | 060-735-176-0    | AEP             | GSS  | 538,800           | 1,257         | \$43,579           |
| Stadium           | 064-622-768-0    | AEP             | GSS  | 40,100            | 144           | \$4,158            |
| Student Union     | 065-780-031-5    | AEP             | GSS  | 691,733           | 1,723         | \$57,983           |
| Tennis Courts     | 064-750-011-5    | AEP             | GSS  | 14,875            | 192           | \$2,508            |
| <b>Total</b>      |                  |                 |      | <b>12,338,206</b> | <b>32,052</b> | <b>\$1,049,744</b> |

F.1.3 – Natural Gas Baseline

| Facility Name | Gas Account                                  | Annual CCF     | Annual Cost      |
|---------------|--|----------------|------------------|
| <b>Campus</b> | <b>543102-637317</b><br><b>543047-637262</b> | <b>312,120</b> | <b>\$183,843</b> |

#### F.1.4 – Water & Sewer Baseline

| Facility Name | Water Account | Annual Water (Kgal) | Annual Water Cost | Annual Sewer (Kgal) | Annual Sewer Cost |
|---------------|---------------|---------------------|-------------------|---------------------|-------------------|
| Campus        | 102431        | 41,606              | \$311,338         | 41,606              | \$389,847         |

## F.2 Utility Rates

The following utility rates were used as the basis of the energy cost savings calculations. These rates are based on the current tariff or rates identified on the utility invoices for each of the facilities. The rates shown below also include all applicable fees and surcharges.

Table F.2.1 – Electric Savings Rates

| Utility           | Rate | \$/kWh First 350 kWh/kW | \$/kWh Over 350 kWh/kW | \$/kW    |
|-------------------|------|-------------------------|------------------------|----------|
| Appalachian Power | GSS  | \$0.05664               | \$0.039960             | \$15.027 |
| Appalachian Power | SGS  | \$0.09347               | \$0.09347              | \$0      |

Table F.2.2 – Natural Gas Average Cost per CCF

| Account                 | \$/CCF         |
|-------------------------|----------------|
| Mountaineer Gas Company | \$0.276        |
| Snyder Brothers Inc.    | \$0.240        |
| <b>Total</b>            | <b>\$0.516</b> |

Table F.2.3 – Water and Sewer Rates

| Provider                            | Utility | \$/kgal           | Monthly Service Charge |
|-------------------------------------|---------|-------------------|------------------------|
| Ohio County Public Service District | Water   | (See Table F.2.4) | -                      |
| Ohio County Public Service District | Sewer   | \$9.5056          | \$12.45                |

Table F.2.4 – Ohio County PSD Water Rates

| Rate                                | \$/kgal |
|-------------------------------------|---------|
| First 3,000 gallons used per month  | \$12.29 |
| Next 5,000 gallons used per month   | \$9.34  |
| Next 92,000 gallons used per month  | \$8.56  |
| Next 400,000 gallons used per month | \$8.14  |

| Rate                                      | \$/kgal |
|---|---------|
| Next 500,000 gallons used per month       | \$7.16  |
| All Over 1,000,000 gallons used per month | \$6.67  |

### F.3 Guaranteed Energy Savings

The Qualified Provider guarantees the annual level of energy savings to be achieved as a result of the installation and operation of the Energy Conservation Measures and provision of services provided for in this Contract in accordance with the methods of savings measurement and verification as set forth in F.12 - Measurement and Verification Plan. The Energy Savings Guarantee is set forth in annual increments for the term of the Contract as specified in Tables F.3.3, F.3.5 and F3.7 and has been structured by the Qualified Provider to be sufficient to cover the portion of annual payments required to be made by the Owner.

Table F.3.1 – Electric Consumption Guarantee

| Guaranteed Annual Consumption Savings By Building |                   |                   |                  |                       |
|---|-------------------|-------------------|------------------|-----------------------|
| #   | Site Name         | Electrical        |                  |                       |
|   |                   | Baseline          | Energy Savings   | Resulting Performance |
|   |                   | (kWh)             | (kWh)            | (Annual kWh)          |
| 1   | Annex Building    | 66,133            | 11,387           | 54,747                |
| 2   | Arnett            | 854,720           | 160,000          | 694,720               |
| 3   | ASRC              | 1,588,267         | 352,247          | 1,236,020             |
| 4   | Beta Hall         | 602,800           | 78,558           | 524,242               |
| 5   | Blatnik           | 509,360           | 87,858           | 421,502               |
| 6   | Bonar Hall        | 214,213           | 47,898           | 166,315               |
| 7   | Boyd Hall         | 89,880            | 32,611           | 57,269                |
| 8   | Campbell Hall     | 1,288,320         | 39,119           | 1,249,201             |
| 9   | Chapel            | 320,360           | 16,729           | 303,631               |
| 10  | College Hall      | 100,320           | 17,079           | 83,241                |
| 11  | Curtis Hall       | 232,107           | 49,723           | 182,384               |
| 12  | Fine Arts         | 743,987           | 95,306           | 648,680               |
| 13  | Hughes            | 691,400           | -                | 691,400               |
| 14  | Krise Hall        | 1,270,560         | 101,364          | 1,169,196             |
| 15  | Library           | 712,704           | 107,403          | 605,301               |
| 16  | Main Hall         | 1,103,700         | 131,698          | 972,002               |
| 17  | Myers Maintenance | 196,400           | 22,765           | 173,635               |
| 18  | Rogers Hall       | 467,467           | 67,388           | 400,079               |
| 19  | Shaw Hall         | 538,800           | 20,871           | 517,929               |
| 20  | Stadium           | 40,100            | -                | 40,100                |
| 21  | Student Union     | 691,733           | 63,645           | 628,089               |
| 22  | Tennis Courts     | 14,875            | -                | 14,875                |
| <b>Total</b>                                      |                   | <b>12,338,206</b> | <b>1,503,649</b> | <b>10,834,557</b>     |

Table F.3.2 – Electric Demand Guarantee

| Guaranteed Annual Demand Savings By Building |                   |               |                |                       |
|--|-------------------|---------------|----------------|-----------------------|
| #  | Site Name         | Electrical    |                |                       |
|  |                   | Baseline      | Energy Savings | Resulting Performance |
|  |                   | (kW)          | (kW)           | (Annual kW)           |
| 1  | Annex Building    | 205           | 13             | 192                   |
| 2  | Arnett            | 1,931         | -              | 1,931                 |
| 3  | ASRC              | 4,838         | 372            | 4,466                 |
| 4  | Beta Hall         | 1,474         | 146            | 1,328                 |
| 5  | Blatnik           | 1,161         | 239            | 923                   |
| 6  | Bonar Hall        | 619           | 48             | 571                   |
| 7  | Boyd Hall         | 284           | -              | 284                   |
| 8  | Campbell Hall     | 3,069         | -              | 3,069                 |
| 9  | Chapel            | 1,002         | 30             | 972                   |
| 10   | College Hall      | 373           | 28             | 345                   |
| 11   | Curtis Hall       | 595           | 98             | 497                   |
| 12   | Fine Arts         | 2,068         | 312            | 1,756                 |
| 13   | Hughes            | 1,752         | -              | 1,752                 |
| 14   | Krise Hall        | 2,935         | 165            | 2,770                 |
| 15   | Library           | 1,715         | 280            | 1,435                 |
| 16   | Main Hall         | 2,800         | 457            | 2,343                 |
| 17   | Myers Maintenance | 620           | 26             | 594                   |
| 18   | Rogers Hall       | 1,295         | 155            | 1,140                 |
| 19   | Shaw Hall         | 1,257         | 44             | 1,213                 |
| 20   | Stadium           | 144           | -              | 144                   |
| 21   | Student Union     | 1,723         | 196            | 1,527                 |
| 22   | Tennis Courts     | 192           | -              | 192                   |
| <b>Total</b>                                 |                   | <b>32,052</b> | <b>2,610</b>   | <b>29,442</b>         |



Table F.3.3 – Electric Demand and Consumption Guarantee Summary

|                             | Electric Demand       |    | Electric Consumption |     |
|-----------------------------|-----------------------|----|----------------------|-----|
| Total Annual Energy Savings | 2,610                 | kW | 1,503,649            | kWh |
| \$/unit of energy           | Reference Table F.2.1 |    |                      |     |
| Total Annual Dollar Savings | \$119,000             |    |                      |     |

Table F.3.4 – Natural Gas Guarantee

| Guaranteed Annual Gas Savings By Building |                   |                      |                            |  |
|---|-------------------|----------------------|----------------------------|--|
| #   | Site Name         | Gas                  |                            |  |
|   |                   | Baseline<br>(Therms) | Energy Savings<br>(Therms) | Resulting Performance<br>(Annual Therms) |
| 1   | Annex Building    | 424                  | -                          | 424                                      |
| 2   | Arnett            | 17,699               | -                          | 17,699                                   |
| 3   | ASRC              | 60,600               | 13,178                     | 47,422                                   |
| 4   | Beta Hall         | 2,517                | -                          | 2,517                                    |
| 5   | Blatnik           | 29,520               | -                          | 29,520                                   |
| 6   | Bonar Hall        | 6,275                | -                          | 6,275                                    |
| 7   | Boyd Hall         | 7,804                | -                          | 7,804                                    |
| 8   | Campbell Hall     | 55,040               | 7,097                      | 47,943                                   |
| 9   | Chapel            | 0                    | -                          | -  |
| 10  | College Hall      | 2,550                | 1,000                      | 1,550                                    |
| 11  | Curtis Hall       | 6,175                | -                          | 6,175                                    |
| 12  | Fine Arts         | 15,600               | -                          | 15,600                                   |
| 13  | Hughes            | 2,644                | -                          | 2,644                                    |
| 14  | Krise Hall        | 3,688                | -                          | 3,688                                    |
| 15  | Library           | 23,420               | -                          | 23,420                                   |
| 16  | Main Hall         | 45,701               | 15,264                     | 30,437                                   |
| 17  | Myers Maintenance | 0                    | -                          | -  |
| 18  | Rogers Hall       | 12,660               | -                          | 12,660                                   |
| 19  | Shaw Hall         | 1,800                | -                          | 1,800                                    |
| 20  | Stadium           | 450                  | -                          | 450                                      |
| 21  | Student Union     | 17,554               | -                          | 17,554                                   |
| 22  | Tennis Courts     | 0                    | -                          | -  |
| Total                                     |                   | 312,120              | 36,538                     | 275,582                                  |

Table F.3.5 – Natural Gas Guarantee Summary

|                                    | Natural Gas           |        |
|------------------------------------|-----------------------|--------|
| Total Annual Energy Savings        | 36,538                | Therms |
| \$/CCF (Therms)                    | Reference Table F.2.2 |        |
| <b>Total Annual Dollar Savings</b> | <b>\$19,000</b>       |        |

Table F.3.6 – Water & Sewer Consumption Guarantee

| Guaranteed Annual Water Savings By Building |                             |               |               |                       |
|---|-----------------------------|---------------|---------------|-----------------------|
| #   | Site Name                   | Water & Sewer |               |                       |
|   |                             | Baseline      | Water Savings | Resulting Performance |
|   |                             | (Kgal)        | (Kgal)        | (Annual Kgal)         |
| 1   | Annex Building              | 31            | -             | 31                    |
| 2   | Arnett                      | 196           | -             | 196                   |
| 3   | ASRC                        | 439           | -             | 439                   |
| 4   | Beta Hall                   | 1,514         | -             | 1,514                 |
| 5   | Blatnik                     | 261           | -             | 261                   |
| 6   | Bonar Hall                  | 766           | -             | 766                   |
| 7   | Boyd Hall                   | 697           | -             | 697                   |
| 8   | Campbell Hall               | 167           | -             | 167                   |
| 9   | Chapel                      | 37            | -             | 37                    |
| 10  | College Hall                | 54            | -             | 54                    |
| 11  | Curtis Hall                 | 1,115         | -             | 1,115                 |
| 12  | Fine Arts                   | 326           | -             | 326                   |
| 13  | Hughes                      | 2,219         | -             | 2,219                 |
| 14  | Krise Hall                  | 1,594         | -             | 1,594                 |
| 15  | Library                     | 362           | -             | 362                   |
| 16  | Main Hall                   | 712           | -             | 712                   |
| 17  | Myers Maintenance           | 59            | -             | 59                    |
| 18  | Rogers Hall                 | 465           | -             | 465                   |
| 19  | Shaw Hall                   | 55            | -             | 55                    |
| 20  | Stadium                     | 69            | -             | 69                    |
| 21  | Student Union               | 279           | -             | 279                   |
| 22  | Tennis Courts               | -             | -             | -                     |
| 23  | Campus Infrastructure Leaks | 30,192        | 11,128        | 19,064                |
| <b>Total</b>                                |                             | <b>41,606</b> | <b>11,128</b> | <b>30,479</b>         |

*Table F.3.7 – Water and Sewer Guarantee Summary*

|                                    | Water                 |      | Sewer  |      |
|------------------------------------|-----------------------|------|--------|------|
| Total Annual Energy Savings        | 11,128                | kGal | 11,128 | kGal |
| \$/Kgal                            | Reference Table F.2.3 |      |        |      |
| <b>Total Annual Dollar Savings</b> | <b>\$180,000</b>      |      |        |      |

*Table F.3.7 – Utility Savings Guarantee Summary*

| Guarantee Savings |                  |
|-------------------|------------------|
| Electric          | \$119,000        |
| Natural Gas       | \$19,000         |
| Water             | \$74,223         |
| Sewer             | \$105,777        |
| <b>Total</b>      | <b>\$318,000</b> |

#### **F.4 Energy Cost Escalation Rate**

The projected annual energy and water escalation rate used for determining cost savings is 3%. The Owner and Qualified Provider have reviewed the history of energy escalation and agree that this is an appropriate rate.

#### **F.5 Construction Phase Energy Savings**

The energy consumption will be reduced during the construction period due to the installation of the scope of work. The amount of energy savings will be determined by comparing the energy bills against the documented baseline period for each facility (where applicable). The construction phase energy savings will be credited towards the first-year energy savings figures on the Year 1 M&V reconciliation.

#### **F.6 Rebates and Incentives**

There may be Appalachian Power rebates during the duration of this project. The rebate process will be administered by the Qualified Provider/CMTA and the funds will be the Owner's. The amount of rebates or incentives will be credited towards the first year savings figures on the Year 1 (2021) M&V reconciliation. The Owner agrees to allocate the Section 179D commercial buildings energy efficiency tax deduction(s) resulting from the upgrades of this contract to the Design Builder/CMTA and shall grant capacity rights for the entire project to CMTA.

## **F.7 Summary of Owners Cost Savings**

| Year         | Electric           | Water              | Gas              | ENERGY & WATER SAVINGS |
|--------------|--------------------|--------------------|------------------|------------------------|
|              | 3%                 | 3%                 | 3%               |                        |
|              | Escalation         | Escalation         | Escalation       |                        |
| *2021        | \$59,500           | \$90,000           | \$9,500          | \$159,000              |
| 2022         | \$122,570          | \$185,400          | \$19,570         | \$327,540              |
| 2023         | \$126,247          | \$190,962          | \$20,157         | \$337,366              |
| 2024         | \$130,035          | \$196,691          | \$20,762         | \$347,487              |
| 2025         | \$133,936          | \$202,592          | \$21,385         | \$357,912              |
| 2026         | \$137,954          | \$208,669          | \$22,026         | \$368,649              |
| 2027         | \$142,092          | \$214,929          | \$22,687         | \$379,709              |
| 2028         | \$146,355          | \$221,377          | \$23,368         | \$391,100              |
| 2029         | \$150,746          | \$228,019          | \$24,069         | \$402,833              |
| 2030         | \$155,268          | \$234,859          | \$24,791         | \$414,918              |
| 2031         | \$159,926          | \$241,905          | \$25,534         | \$427,365              |
| 2032         | \$164,724          | \$249,162          | \$26,300         | \$440,186              |
| 2033         | \$169,666          | \$256,637          | \$27,089         | \$453,392              |
| 2034         | \$174,756          | \$264,336          | \$27,902         | \$466,994              |
| 2035         | \$179,998          | \$272,266          | \$28,739         | \$481,004              |
| **2036       | \$92,699           | \$140,217          | \$14,801         | \$247,717              |
| <b>TOTAL</b> | <b>\$2,246,470</b> | <b>\$3,398,022</b> | <b>\$358,680</b> | <b>\$6,003,171</b>     |

\* Year 2021 accounts for six months of guaranteed construction period savings in order to start the 15-year project term.

\*\* Year 2036 accounts for six months of guaranteed savings in order to complete the 15-year project term.

## **F.8 Commencement Date**

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

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

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

### **F.9 Owner Responsibilities**

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

1. Provide the Qualified Provider with online access to utility bills (where applicable), and/or provide utility bills in a timely fashion (within 10 days of receipt from the Utility Company) for the term of the contract.
2. Provide the Qualified Provider with clearance for remote access to the building automation system for the term of the contract.
3. Properly operate, maintain, repair, and replace all equipment, components and systems with similar operating functionality and/or efficiencies.
4. Maintain temperature setpoints and occupancy schedules as specified in *F.13 – Standards of Comfort and Occupancy Schedules*.
5. Notify the Qualified Provider of any changes to the buildings, utilization schedules, automation system sequences, or temperature setpoints. Any changes should be sub-metered or modeled with approved software to determine impact on energy usage.
6. Provide the Qualified Provider with access to the buildings to perform evaluations and analysis of system operation.
7. Ensure that if any equipment is replaced or changed out in the future, any corresponding controls are moved to the new equipment and/or upgraded as required so that the equipment is connected to the building automation system for purposes of properly controlling and scheduling, and that setpoints are correct. The Owner shall contact CMTA for consultation on proper equipment operation to be programmed for the new equipment.
8. Continue the Measurement and Verification program as outlined in *Exhibit G - Support Services Agreement*. Should the M&V program be canceled for any given year, the Owner relieves the Qualified Provider of the guarantee liability for that same year. The Owner has the right to cancel the M&V program at any point throughout the term of the 15-year guarantee period.

### **F.10 Annual Review and Reimbursement/Reconciliation**

Energy-related savings shall be measured and/or calculated as specified in *F.12 - Measurement and Verification Plan* and compared to *F.1 – Energy Usage Baseline*, and a report provided within ninety (90) days of the end of the guarantee year for the previous year for each anniversary of the Commencement Date.

In the event the energy savings achieved during such guarantee year are less than the guaranteed energy savings as defined in section *F.3*, the Qualified Provider shall pay the Owner an amount equal to the deficiency. CMTA reserves the right to include additional scope, at their cost, to meet energy savings guarantee.

The Qualified Provider shall remit such payments to the Owner within 30 days of the reconciliation statement that determines monies are due. When the total energy savings in any one year during the guarantee period exceed the energy savings guarantee as set forth in section F.3, such excess savings shall first be applied to reimburse the Qualified Provider for any payment the Qualified Provider made to Owner to meet the guarantee for previous years in which the energy savings fell short of the Qualified Provider's Guaranteed Savings under the terms as set in this Exhibit.

In the event the energy savings achieved during a guarantee year are more than the guaranteed energy Savings as defined in F.3, the surplus savings shall carry forward for future guarantee years.

### **F.11 Adjustments to the Guarantee**

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

1. Changes in the building construction, such as architectural features, square footage additions, building system changes, etc.
2. Weather variance from baseline years to current years. For purposes of documenting the baseline years (2017 –2019), the following parameters define the baseline period:
  - a. Heating Degree Days (base 55): 2654 (average per year)
  - b. Cooling Degree Days (base 55): 2821 (average per year)
3. Addition of energy consuming equipment at the site.
4. Changes in occupancy / summer programs
5. Owner's failure to adhere to operating and maintenance requirements as defined by the equipment manufacturer.

CMTA reserves the right to appropriately adjust the baseline for any of the above factors before calculating achieved savings. Adjustments shall be made with sub-metering equipment or by using modeled data from approved software. The Owner shall notify the Qualified Provider in writing 60 days in advance of a circumstance that may warrant a baseline adjustment during the term of the (15) year guarantee period.

### **F.12 Measurement and Verification Plan**

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

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



Savings that are guaranteed using this method are stipulated based on the assumptions used in the calculation methodology, and are agreed to by the Owner.

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

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

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

The Measurement and Verification Plan utilized to reconcile the savings excess/shortfall is illustrated in *Table F.12.1* below and on tables to follow:

| #  | Site Name                   | Natural Gas    |                  | Electric Consumption |                  | Electric Demand     |                  | Water & Sewer |                  |
|----|-----------------------------|----------------|------------------|----------------------|------------------|---------------------|------------------|---------------|------------------|
|    |                             | Energy Savings | Guarantee Option | Energy Savings       | Guarantee Option | Energy Savings (KW) | Guarantee Option | Water & Sewer | Guarantee Option |
| 1  | Annex Building              | -              |                  | 11,387               | A                | 13                  | A                |               |                  |
| 2  | Arnett                      | -              |                  | 160,000              | C                |                     |                  |               |                  |
| 3  | ASRC                        | 13,178         | D                | 352,247              | C                | 372                 | C                |               |                  |
| 4  | Beta Hall                   | -              |                  | 78,558               | A                | 146                 | A                |               |                  |
| 5  | Blatnik                     | -              |                  | 87,858               | A                | 239                 | A                |               |                  |
| 6  | Bonar Hall                  | -              |                  | 47,898               | A                | 48                  | A                |               |                  |
| 7  | Boyd Hall                   | -              |                  | 32,611               | A                |                     |                  |               |                  |
| 8  | Campbell Hall               | 7,097          | D                | 39,119               | C                |                     |                  |               |                  |
| 9  | Chapel                      | -              |                  | 16,729               | A                | 30                  | A                |               |                  |
| 10 | College Hall                | 1,000          | D                | 17,079               | C                | 28                  | C                |               |                  |
| 11 | Curtis Hall                 | -              |                  | 49,723               | A                | 98                  | A                |               |                  |
| 12 | Fine Arts                   | -              |                  | 95,306               | A                | 312                 | A                |               |                  |
| 13 | Hughes                      |                |                  |                      |                  |                     |                  |               |                  |
| 14 | Krise Hall                  | -              |                  | 101,364              | A                | 165                 | A                |               |                  |
| 15 | Library                     | -              |                  | 107,403              | A                | 280                 | A                |               |                  |
| 16 | Main Hall                   | 15,264         | D                | 131,698              | C                | 457                 | C                |               |                  |
| 17 | Myers Maintenance           | -              |                  | 22,765               | A                | 26                  | A                |               |                  |
| 18 | Rogers Hall                 | -              |                  | 67,388               | A                | 155                 | A                |               |                  |
| 19 | Shaw Hall                   | -              |                  | 20,871               | A                | 44                  | A                |               |                  |
| 20 | Stadium                     |                |                  |                      |                  |                     |                  |               |                  |
| 21 | Student Union               | -              |                  | 63,645               | A                | 196                 | A                |               |                  |
| 22 | Tennis Courts               | -              |                  |                      |                  |                     |                  |               |                  |
| 23 | Campus Infrastructure Leaks | -              |                  |                      |                  |                     |                  | 11,128        | A                |

The Measurement and Verification Plan for each energy conservation measure is detailed by the applicable IPMVP option as follows.

### Electric Option C Savings

Savings Guarantee:

### M&V Plan Summary

1. Measurement and Verification Method: **Option C** – Whole Facility Meter Comparison:  
Savings are determined by measuring energy use at the whole facility or sub-facility level.
2. What is measured: Utility Bill.
3. Sample size (or population) measured: A sample of 12 months will be used.
4. How measurements are performed: CMTA will be provided remote access to the building utility information in order to track guarantee.
5. How measurements are used to determine the actual savings: 12 months of building utility data will be analyzed to verify that the metered demand and/or metered consumptions is sufficient to cover the guarantee.

6. How often measurements are performed: CMTA will monitor utility bills monthly and compare to guarantee. Additionally, CMTA will access the utility bills remotely at a minimum frequency of once every 6 months to verify consumption.

### **Gas Option D Savings**

Savings Guarantee: CMTA used the energy modeling software eQUEST 3.65 and Microsoft Excel to accurately model the pre- and post-construction energy consumption of the building. The pre-construction energy consumption is calculated by modeling the existing HVAC systems and controls. The actual utility bills for the facility were used to calibrate the baseline energy model. The post-construction energy consumption is calculated by modeling the new HVAC system types and controls. The energy savings is taken to be the difference between the pre- and post-construction energy consumption.

### **M&V Plan Summary**

1. Measurement and Verification Method: Option D – Computer simulation models using eQUEST 3.65 and Microsoft Excel software.
2. What is measured: Necessary energy model inputs were measured. These include but are not limited to, building square footage, ceiling heights, window surface area, etc. Actual room temperature setpoints and schedules were verified. Post-Construction setpoints and schedules will be verified.
3. Sample size (or population) measured: A sample of 10% of setpoints will be used as an average.
4. How measurements are performed: CMTA will have remote access to the building automation system in order to track set points and schedules.
5. How measurements are used to determine the actual savings: Verification that the equipment was installed per the contract scope of work and operating at the specified setpoints in the calibrated model.
6. How often measurements are performed: CMTA will access the DDC systems remotely at a minimum frequency of once every 6 months to verify controls sequences are intact and equipment schedules are in place.

### Electric Option A Savings

Where necessary to use Option A in lieu of whole meter guarantee to quantify lighting savings in the facilities designated in *Table F.12.1*, the following rationale and calculations were used.

#### Savings Calculations:

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

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

$$kWh\ Savings = kW\ Savings \times Annual\ Operating\ Hours$$

Where,

$(kW)_{old}$  = the total power consumed by the baseline fixture

$(kW)_{new}$  = the total power consumed by the retrofit/new fixture

*Annual Operating Hours* = the existing annual burn hours for the fixture

Additionally, energy savings for lighting controls and occupancy sensor installations were based upon the following equation:

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

The existing hours and new hours for each facility will vary according to the use of space, reference Appendix A for more information.

#### Lighting M&V Plan Summary

1. *Measurement and Verification Method: **Option A*** – Field measurements will be performed on defined variables. Other variables (burn hours) will be stipulated.
2. *What is measured:* The power (watts) of existing fixtures and the power (watts) of the new retrofitted or replaced fixtures will be measured where manufacturer's cut sheet is not available.
3. *Sample size (or population) measured:* The power (watts) of 5% of each type of fixture will be measured if manufacturer's data is unavailable. For cases where 5% of the number of fixtures is less than one (i.e. if there are less than 20 fixture of a certain type), no measurements will be performed due to minimal impact on the overall savings.
4. *How measurements are performed:* Power (watt) measurements will be performed with a handheld true-RMS meter. Where applicable, the measurements will be performed at a wall switch. If it is not

possible to isolate the fixtures on one switch, then the measurements will be performed at the individual fixture or fixtures will be measured through manufacturer's cut sheets.

5. *How measurements are used to determine the actual savings:* Where manufacturer's cutsheet information is not available, the average pre- and post-field measurements (watts) will be inserted in the calculations spreadsheet to determine the actual savings.
6. *How often measurements are performed:* Pre-retrofit power measurements will be taken once, immediately before work begins. Post-retrofit power measurements will be taken once, after installation.

### **Option A Water & Sewer Savings**

#### **Savings Calculations:**

Water leak savings were based on comparing baseline conditions (where the leak was present) to new conditions (where no water is lost). The following equation was used.

$$\text{Water Savings} = [(GPM)_{old} - (GPM)_{new}] \times \left( \frac{525600 \text{ min}}{\text{year}} \right)$$

Where,

$(GPM)_{old}$  = flow rate during existing conditions

$(GPM)_{new}$  = flow rate after leak repair

#### **M&V Plan Summary**

1. *Measurement and Verification Method:* **Option A** – Field measurements will be performed on defined variables. Other variables will be stipulated.
2. *What is measured:* The main campus water meter nighttime flow rate (gpm) will be measured before new water main installation and after the new water main installation.
3. *Sample size (or population) measured:* The flow rate of the water meter in question will be measured at least 10 times pre water main installation and at least 10 times post water main installation.
4. *How measurements are performed:* Measurements will be taken directly from the water meter on campus.
5. *How measurements are used to determine the actual savings:* The measurements taken from the existing conditions and new conditions will be inserted to the equation above to determine the actual savings.

6. *How often measurements are performed:* Existing condition water measurements will be taken once, immediately before work begins. New condition water measurements will be taken once, after work is complete.

### **F.13 Standards of Comfort and Occupancy Schedules**

As indicated in *F.9 – Owner Responsibilities*, the parameters established in this section are important to the realization of the guaranteed savings and the Owner shares the responsibility for ensuring these parameters are adhered to and enforced. The Qualified Provider will assist in the maintenance of temperature setpoints and occupancy schedules as indicated in *Table F.13.1 – Occupancy Schedules and Temperature Setpoints*. The occupancy schedules are set to satisfy the majority of known occupied times, but may be extended to suit specific needs (i.e. late classes, early/late athletic practices, etc.). Changes to occupancy schedules must be made at the discretion of the Owner and the Qualified Provider for the duration of the contract or until the Owner elects to discontinue the support services outlined in *Exhibit G – Support Services Agreement*.

The occupied set point of spaces may be increased “softly” prior to the end of the occupancy schedule. As an example, if the space is calling for cooling and set at 72°F, then a soft reset may be applied to raise the temperature to 72.5°F thirty minutes prior to the end of the occupancy schedule.

The ventilation systems will be scheduled during unoccupied times. Demand ventilation system may be cycled on/off during occupied periods for demand savings depending on level. Ventilation systems will be scheduled off thirty to sixty minutes prior to when the building enters unoccupied mode.

The buildings will be in the unoccupied mode during weekends, holidays, snow days, sick days, spring break, winter break and summer break.

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

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



Table F.13.1 – Occupancy Schedules and Temperature Setpoints

| Academic Facilities - Main Hall / Campbell Hall / College Hall |                     |                           |                           |                             |                             |
|--|---------------------|---------------------------|---------------------------|-----------------------------|-----------------------------|
| Space  | Occupancy Schedules | Occupied Cooling Setpoint | Occupied Heating Setpoint | Unoccupied Cooling Setpoint | Unoccupied Heating Setpoint |
| Classrooms<br>Lab Rooms<br>Workrooms<br>Common Areas           | M-F 8am – 5pm       | 73°F<br>+/- 2°F           | 68°F<br>+/- 2°F           | 80°F                        | 55°F                        |
| Offices<br>Administrative Areas                                | M-F 8am – 4:30pm    | 73°F<br>+/- 2°F           | 68°F<br>+/- 2°F           | 80°F                        | 55°F                        |

| Athletic Facilities – ASRC / Bartell Fieldhouse      |                     |                           |                           |                             |                             |
|--|---------------------|---------------------------|---------------------------|-----------------------------|-----------------------------|
| Space  | Occupancy Schedules | Occupied Cooling Setpoint | Occupied Heating Setpoint | Unoccupied Cooling Setpoint | Unoccupied Heating Setpoint |
| Classrooms<br>Lab Rooms<br>Workrooms<br>Common Areas | M-F 8am – 5pm       | 73°F<br>+/- 2°F           | 68°F<br>+/- 2°F           | 80°F                        | 55°F                        |
| Offices<br>Administrative Areas                      | M-F 8am – 4:30pm    | 73°F<br>+/- 2°F           | 68°F<br>+/- 2°F           | 80°F                        | 55°F                        |
| Arena  | M-F 6am – 5pm       | 73°F<br>+/- 2°F           | 68°F<br>+/- 2°F           | 80°F                        | 55°F                        |
| Weight Rooms<br>Locker Rooms<br>Training Rooms       | M-F 6am – 5pm       | 73°F<br>+/- 2°F           | 68°F<br>+/- 2°F           | 80°F                        | 55°F                        |

## Support Services Agreement

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

1. CMTA Energy Solutions will review monthly utility bills for the facilities affected by the project and will track the performance for the duration of the contract.
2. CMTA Energy Solutions will have access to the building automation system to continually review system operation.
3. CMTA Energy Solutions will provide an annual reconciliation report to West Liberty University outlining the performance of the energy conservation measures for the last year.
4. The cost of this M&V Service will be billed annually for years 2 through 15. Year 2021 is the construction year. The cost will be escalated 3% per year as shown in the table below.
5. West Liberty University can discontinue the M&V Service at any moment. If cancelled, energy savings will no longer be guaranteed.

| YEAR         | M&V              |
|--------------|------------------|
| 2021         | \$0              |
| 2022         | \$0              |
| 2023         | \$9,000          |
| 2024         | \$9,270          |
| 2025         | \$9,548          |
| 2026         | \$9,835          |
| 2027         | \$10,130         |
| 2028         | \$10,433         |
| 2029         | \$10,746         |
| 2030         | \$11,069         |
| 2031         | \$11,401         |
| 2032         | \$11,743         |
| 2033         | \$12,095         |
| 2034         | \$12,458         |
| 2035         | \$12,832         |
| 2036         | \$13,217         |
| <b>Total</b> | <b>\$153,777</b> |

## Warranty and Title

### **Warranty:**

Design Builder hereby warrants to Owner that all materials furnished by Design Builder, if any, and all workmanship performed by Design Builder in connection with the project, shall be in accordance with the general industry standards of the mechanical and electrical construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all defective materials or workmanship. Design Builder shall promptly remedy any and all defective materials or workmanship furnished by the Design Builder or any Sub-contractor upon receipt of written notice thereof from Owner. If required by Owner, Design Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one (1) year following Owner's acceptance or beneficial use of each Energy Conservation Measure, acceptance of a particular Facility, or acceptance of the Project, whichever comes first. Owner shall give Design Builder written notice of all defective work, specifically detailing the deficiencies to be corrected, and Design Builder shall repair or otherwise remedy such defective work in an expeditious manner.

To the extent possible, Design Builder shall assign to Owner all warranties that Design Builder receives from its vendors and/or Sub-contractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

### **Title and Risk of Loss:**

Risk of Loss for all equipment and materials provided by Design Builder or Sub-contractor shall transfer to Owner upon installation and acceptance of such equipment and materials to Owner's Facilities. Title to an Energy Conservation Measure shall vest with the Owner upon installation, acceptance, and approving payment to the Design Builder. It is the intent of all parties that any transfer of title to Owner pursuant to this contract shall occur automatically without necessity of any bill of sale, certificate of title, or other instrument of conveyance beyond the partial certificate of acceptance. The Owner shall be responsible for operating and maintaining all Measures that are installed. Owner shall also be responsible for any real or personal property taxes related to the Measures.

| Building  | Space Type              | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------|-------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Annex Bld | Exterior                | EF1K-NF     | 1             | 26               | 12               | 4,100              | 57                 | 0                 |
| Annex Bld | Exterior                | EF1N-NF     | 6             | 52               | 12               | 4,100              | 984                | 0                 |
| Annex Bld | Exterior                | EF2A-NF     | 1             | 95               | 18               | 4,100              | 316                | 0                 |
| Annex Bld | Exterior                | EF5H-NF     | 2             | 52               | 13               | 4,100              | 320                | 0                 |
| Annex Bld | MechElec                | F18R-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Annex Bld | Office                  | F18R-RL     | 5             | 13               | 9                | 2,200              | 44                 | 0.17              |
| Annex Bld | Storage                 | F18R-RL     | 7             | 13               | 9                | 1,000              | 28                 | 0.07              |
| Annex Bld | Locker/Dressing Room    | F1C-2H      | 6             | 96               | 14.5             | 2,800              | 1,126              | 3.86              |
| Annex Bld | Office                  | F1C-2H      | 7             | 96               | 14.5             | 2,200              | 1,032              | 3.94              |
| Annex Bld | Storage                 | F1C-2H      | 3             | 96               | 14.5             | 1,000              | 201                | 0.48              |
| Annex Bld | Storage                 | F1C-2L      | 2             | 96               | 10.5             | 1,000              | 150                | 0.36              |
| Annex Bld | Office                  | F3A-2L      | 1             | 48               | 10.5             | 2,200              | 59                 | 0.23              |
| Annex Bld | Storage                 | F4E-2L      | 4             | 48               | 10.5             | 1,000              | 108                | 0.26              |
| Annex Bld | Hallway                 | F7B-2L      | 4             | 48               | 10.5             | 2,600              | 281                | 1.296             |
| Annex Bld | Lobby                   | F7B-2L      | 1             | 48               | 10.5             | 2,600              | 70                 | 0.32              |
| Annex Bld | Office                  | F7B-2L      | 2             | 48               | 10.5             | 2,200              | 119                | 0.45              |
| Annex Bld | Office                  | F7D-2H      | 3             | 96               | 14.5             | 2,200              | 442                | 1.69              |
| Annex Bld | Bathroom                | F7K-RL      | 1             | 25.5             | 8                | 2,600              | 25                 | 0.08              |
| Annex Bld | Stairs                  | F7K-RL      | 1             | 25.5             | 8                | 2,600              | 25                 | 0.11              |
| Annex Bld | Bathroom                | LED-DN      | 5             | 0                | 0                | 2,600              | 0                  | 0                 |
| Annex Bld | 247                     | X1-DN       | 1             | 2                | 2                | 8,760              | 0                  | 0                 |
| Annex Bld | Emergency               | X10-DN      | 2             | 2                | 2                | 0                  | 0                  | 0                 |
| Beta Hall | Exterior                | EF1M-NF     | 2             | 26               | 12               | 4,100              | 115                | 0                 |
| Beta Hall | Exterior                | EF2A-NF     | 1             | 95               | 18               | 4,100              | 316                | 0                 |
| Beta Hall | Exterior                | EF4D-NF     | 1             | 460              | 128              | 4,100              | 1,361              | 0                 |
| Beta Hall | Exterior                | EF4E-NF     | 6             | 1080             | 380              | 4,100              | 17,220             | 0                 |
| Beta Hall | Dorm - Breakroom        | F17B-RL     | 11            | 60               | 9                | 4,460              | 2,502              | 6.73              |
| Beta Hall | Dorm - Bathroom (Suite) | F17HH-RL    | 69            | 26               | 7                | 2,000              | 1,656              | 4.97              |
| Beta Hall | Dorm - Bedroom          | F18CC-RL    | 136           | 78               | 9                | 2,000              | 13,872             | 41.62             |
| Beta Hall | Dorm - Office           | F18DD-RL    | 5             | 13               | 7                | 4,200              | 126                | 0.18              |
| Beta Hall | Storage                 | F18DD-RL    | 11            | 13               | 7                | 1,000              | 66                 | 0.16              |
| Beta Hall | Dorm - Bathroom (Suite) | F18NN-RL    | 4             | 26               | 7                | 2,000              | 96                 | 0.29              |
| Beta Hall | Dorm - Office           | F18NN-RL    | 8             | 26               | 7                | 4,200              | 403                | 0.58              |
| Beta Hall | Dorm - Stairs           | F18NN-RL    | 39            | 26               | 7                | 5,350              | 2,504              | 5.62              |
| Beta Hall | Storage                 | F18NN-RL    | 2             | 26               | 7                | 1,000              | 24                 | 0.06              |
| Beta Hall | Dorm - Office           | F18R-RL     | 2             | 13               | 9                | 4,200              | 34                 | 0.05              |

Appendix A – Lighting Savings  
Guaranteed Energy Savings Performance Contract  
West Liberty University



| Building  | Space Type            | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------|-----------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Beta Hall | Storage               | F18R-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Beta Hall | MechElec              | F18T-RL     | 4             | 72               | 9                | 1,000              | 216                | 0.52              |
| Beta Hall | Dorm - Breakroom      | F1C-2H      | 2             | 96               | 14.5             | 4,460              | 598                | 1.61              |
| Beta Hall | Dorm - Hallway        | F1C-2H      | 80            | 96               | 14.5             | 4,460              | 23,906             | 64.32             |
| Beta Hall | Dorm - Hallway        | F1L-K1      | 2             | 64               | 8                | 4,460              | 428                | 1.15              |
| Beta Hall | Dorm - Lobby          | F1L-K1      | 4             | 64               | 8                | 4,460              | 856                | 2.3               |
| Beta Hall | Dorm - Bedroom        | F20D-RL     | 133           | 25.5             | 8                | 2,000              | 2,527              | 7.58              |
| Beta Hall | Dorm - Hallway        | F3H-RL      | 1             | 38.3             | 8                | 4,460              | 64                 | 0.17              |
| Beta Hall | Dorm - Breakroom      | F4E-2L      | 16            | 48               | 10.5             | 4,460              | 1,927              | 5.18              |
| Beta Hall | Dorm - Breakroom      | F7B-2L      | 4             | 48               | 10.5             | 4,460              | 482                | 1.3               |
| Beta Hall | Dorm - Office         | F7B-2L      | 4             | 48               | 10.5             | 4,200              | 454                | 0.65              |
| Beta Hall | Dorm - Office         | F7D-2H      | 2             | 96               | 14.5             | 4,200              | 563                | 0.8               |
| Beta Hall | Dorm - Laundry        | F7K-RL      | 6             | 25.5             | 8                | 1,500              | 86                 | 0.21              |
| Beta Hall | Storage               | F7K-RL      | 4             | 25.5             | 8                | 1,000              | 38                 | 0.09              |
| Beta Hall | Dorm - Hallway        | F9B-2L      | 1             | 48               | 10.5             | 4,460              | 120                | 0.32              |
| Beta Hall | Dorm - Office         | LED-DN      | 2             | 0                | 0                | 4,200              | 0                  | 0                 |
| Beta Hall | Dorm - Stairs         | LED-DN      | 1             | 0                | 0                | 5,350              | 0                  | 0                 |
| Beta Hall | 247                   | X1-DN       | 27            | 2                | 2                | 8,760              | 0                  | 0                 |
| Beta Hall | 247                   | X2-DN       | 5             | 2                | 2                | 8,760              | 0                  | 0                 |
| Blatnick  | Exterior              | EF1D-NF     | 2             | 460              | 58               | 4,100              | 3,296              | 0                 |
| Blatnick  | Exterior              | EF2A-NF     | 3             | 95               | 18               | 4,100              | 947                | 0                 |
| Blatnick  | Lobby                 | F12A-1L     | 5             | 24               | 10.5             | 2,600              | 176                | 0.81              |
| Blatnick  | MechElec              | F13D-2L     | 17            | 48               | 10.5             | 1,000              | 459                | 1.1               |
| Blatnick  | Stairs                | F13D-2L     | 4             | 48               | 10.5             | 2,600              | 281                | 1.3               |
| Blatnick  | Blatnik Gym - New Occ | F16B-NF     | 55            | 460              | 125              | 2,000              | 36,850             | 110.55            |
| Blatnick  | Pool                  | F18AA-RL    | 6             | 295              | 25               | 2,000              | 3,240              | 7.78              |
| Blatnick  | Stairs                | F18DD-RL    | 4             | 13               | 7                | 2,600              | 62                 | 0.29              |
| Blatnick  | Storage               | F18DD-RL    | 1             | 13               | 7                | 1,000              | 6                  | 0.01              |
| Blatnick  | Bathroom              | F18MM-RL    | 2             | 72               | 9                | 2,600              | 281                | 0.91              |
| Blatnick  | Stairs                | F18Q-RL     | 1             | 13               | 9                | 2,600              | 10                 | 0.05              |
| Blatnick  | Pool                  | F18QQ-RL    | 14            | 460              | 25               | 2,000              | 12,180             | 29.23             |
| Blatnick  | Bathroom              | F18R-RL     | 1             | 13               | 9                | 2,600              | 10                 | 0.03              |
| Blatnick  | Stairs                | F18R-RL     | 3             | 13               | 9                | 2,600              | 31                 | 0.14              |
| Blatnick  | Storage               | F18R-RL     | 13            | 13               | 9                | 1,000              | 52                 | 0.12              |
| Blatnick  | Bathroom              | F18T-RL     | 9             | 72               | 9                | 2,600              | 1,264              | 4.08              |
| Blatnick  | Locker/Dressing Room  | F18T-RL     | 23            | 72               | 9                | 2,800              | 3,478              | 11.92             |

| Building   | Space Type            | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|------------|-----------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Blatnick   | Storage               | F18T-RL     | 2             | 72               | 9                | 1,000              | 108                | 0.26              |
| Blatnick   | Blatnik Gym - New Occ | F19K-DEMO   | 27            | 13               | 0                | 2,000              | 702                | 2.11              |
| Blatnick   | Training/Weight Room  | F1A-2L      | 3             | 48               | 10.5             | 3,250              | 263                | 0.78              |
| Blatnick   | Classroom             | F1C-2H      | 24            | 96               | 14.5             | 2,200              | 3,538              | 15.44             |
| Blatnick   | Conference            | F1C-2H      | 4             | 96               | 14.5             | 1,650              | 442                | 2.25              |
| Blatnick   | Hallway               | F1C-2H      | 8             | 96               | 14.5             | 2,600              | 1,394              | 6.43              |
| Blatnick   | Lobby                 | F1C-2H      | 9             | 96               | 14.5             | 2,600              | 1,568              | 7.24              |
| Blatnick   | Locker/Dressing Room  | F1C-2H      | 4             | 96               | 14.5             | 2,800              | 750                | 2.57              |
| Blatnick   | Office                | F1C-2H      | 28            | 96               | 14.5             | 2,200              | 4,127              | 15.76             |
| Blatnick   | Training/Weight Room  | F1C-4L      | 8             | 96               | 10.5             | 3,250              | 1,404              | 4.15              |
| Blatnick   | Hallway               | F1E-2L      | 12            | 48               | 10.5             | 2,600              | 842                | 3.89              |
| Blatnick   | Storage               | F4C-2H      | 2             | 96               | 14.5             | 1,000              | 134                | 0.32              |
| Blatnick   | Bathroom              | F4E-2L      | 4             | 48               | 10.5             | 2,600              | 281                | 0.91              |
| Blatnick   | Hallway               | F4E-2L      | 10            | 48               | 10.5             | 2,600              | 702                | 3.24              |
| Blatnick   | Office                | F4E-2L      | 2             | 48               | 10.5             | 2,200              | 119                | 0.45              |
| Blatnick   | Storage               | F4E-2L      | 2             | 48               | 10.5             | 1,000              | 54                 | 0.13              |
| Blatnick   | Office                | F7B-2L      | 2             | 48               | 10.5             | 2,200              | 119                | 0.45              |
| Blatnick   | Bathroom              | F7K-RL      | 2             | 25.5             | 8                | 2,600              | 49                 | 0.16              |
| Blatnick   | Laundry               | F7K-RL      | 2             | 25.5             | 8                | 1,500              | 29                 | 0.05              |
| Blatnick   | Locker/Dressing Room  | F7K-RL      | 1             | 25.5             | 8                | 2,800              | 27                 | 0.09              |
| Blatnick   | Exterior              | LED-DN      | 5             | 0                | 0                | 4,100              | 0                  | 0                 |
| Blatnick   | Locker/Dressing Room  | LED-DN      | 1             | 0                | 0                | 2,800              | 0                  | 0                 |
| Blatnick   | Stairs                | LED-DN      | 1             | 0                | 0                | 2,600              | 0                  | 0                 |
| Blatnick   | Storage               | LED-DN      | 1             | 0                | 0                | 1,000              | 0                  | 0                 |
| Blatnick   | 247                   | X1-DN       | 8             | 2                | 2                | 8,760              | 0                  | 0                 |
| Blatnick   | Emergency             | X10-DN      | 2             | 2                | 2                | 0                  | 0                  | 0                 |
| Blatnick   | 247                   | X5-NF       | 6             | 50               | 0.78             | 8,760              | 2,587              | 3.54              |
| Blatnick   | 247                   | X8-DN       | 5             | 2                | 2                | 8,760              | 0                  | 0                 |
| Blatnick   | 247                   | X9-DN       | 4             | 2                | 2                | 8,760              | 0                  | 0                 |
| Bonar Hall | Exterior              | EF1J-NF     | 4             | 52               | 12               | 4,100              | 656                | 0                 |
| Bonar Hall | Exterior              | EF4E-NF     | 8             | 1080             | 380              | 4,100              | 22,960             | 0                 |
| Bonar Hall | Exterior              | EF5H-NF     | 1             | 52               | 13               | 4,100              | 160                | 0                 |
| Bonar Hall | Dorm - Hallway        | F17EE-RL    | 2             | 60               | 9                | 4,460              | 455                | 1.22              |
| Bonar Hall | Dorm - Hallway        | F17PP-RL    | 50            | 26               | 7                | 4,460              | 2,676              | 7.2               |
| Bonar Hall | Storage               | F18DD-RL    | 4             | 13               | 7                | 1,000              | 24                 | 0.06              |



| Building   | Space Type                 | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|------------|----------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Bonar Hall | Dorm - Bathroom (Suite)    | F18KK-RL    | 29            | 26               | 7                | 2,000              | 696                | 2.09              |
| Bonar Hall | Dorm - Laundry             | F18KK-RL    | 12            | 26               | 7                | 1,500              | 216                | 0.52              |
| Bonar Hall | Dorm - Office              | F18KK-RL    | 2             | 26               | 7                | 4,200              | 101                | 0.14              |
| Bonar Hall | Storage                    | F18KK-RL    | 49            | 26               | 7                | 1,000              | 588                | 1.41              |
| Bonar Hall | Dorm - Stairs              | F18LL-RL    | 20            | 78               | 9                | 5,350              | 5,457              | 12.24             |
| Bonar Hall | Dorm - Hallway             | F18NN-RL    | 1             | 26               | 7                | 4,460              | 54                 | 0.14              |
| Bonar Hall | MechElec                   | F18R-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Bonar Hall | Storage                    | F18R-RL     | 8             | 13               | 9                | 1,000              | 32                 | 0.08              |
| Bonar Hall | Dorm - Bedroom             | F18T-RL     | 50            | 72               | 9                | 2,000              | 5,400              | 16.2              |
| Bonar Hall | Dorm - Bathroom (Suite)    | F20E-2L     | 26            | 48               | 10.5             | 2,000              | 1,404              | 4.21              |
| Bonar Hall | Dorm - Hallway             | F7B-2L      | 3             | 48               | 10.5             | 4,460              | 361                | 0.97              |
| Bonar Hall | Storage                    | F7D-2H      | 7             | 96               | 14.5             | 1,000              | 469                | 1.13              |
| Bonar Hall | Storage                    | F9B-2L      | 7             | 48               | 10.5             | 1,000              | 189                | 0.45              |
| Bonar Hall | Dorm - Hallway             | LED-DN      | 3             | 0                | 0                | 4,460              | 0                  | 0                 |
| Bonar Hall | Dorm - Lobby               | LED-DN      | 12            | 0                | 0                | 4,460              | 0                  | 0                 |
| Bonar Hall | Storage                    | LED-DN      | 2             | 0                | 0                | 1,000              | 0                  | 0                 |
| Bonar Hall | 247                        | X1-DN       | 17            | 2                | 2                | 8,760              | 0                  | 0                 |
| Bonar Hall | 247                        | X2-DN       | 1             | 2                | 2                | 8,760              | 0                  | 0                 |
| Boyd Hall  | Exterior                   | EF1M-NF     | 7             | 26               | 12               | 4,100              | 402                | 0                 |
| Boyd Hall  | Exterior                   | EF4E-NF     | 3             | 1080             | 380              | 4,100              | 8,610              | 0                 |
| Boyd Hall  | Exterior                   | EF5H-NF     | 3             | 52               | 13               | 4,100              | 480                | 0                 |
| Boyd Hall  | Exterior                   | EF8G-RL     | 1             | 13               | 9                | 4,100              | 16                 | 0                 |
| Boyd Hall  | Storage                    | F12B-2L     | 1             | 48               | 10.5             | 1,000              | 27                 | 0.06              |
| Boyd Hall  | Dorm - Lobby               | F17B-RL     | 9             | 60               | 9                | 4,460              | 2,047              | 5.51              |
| Boyd Hall  | Storage                    | F17B-RL     | 1             | 60               | 9                | 1,000              | 51                 | 0.12              |
| Boyd Hall  | Dorm - Breakroom           | F17CC-RL    | 4             | 13               | 9                | 4,460              | 71                 | 0.19              |
| Boyd Hall  | Dorm - Hallway             | F17CC-RL    | 5             | 13               | 9                | 4,460              | 89                 | 0.24              |
| Boyd Hall  | Dorm - Stairs              | F17CC-RL    | 20            | 13               | 9                | 5,350              | 428                | 0.96              |
| Boyd Hall  | Storage                    | F17CC-RL    | 15            | 13               | 9                | 1,000              | 60                 | 0.14              |
| Boyd Hall  | Dorm - Breakroom           | F17E-RL     | 6             | 13               | 9                | 4,460              | 107                | 0.29              |
| Boyd Hall  | Dorm - Bathroom (Communal) | F17J-RL     | 4             | 26               | 9                | 5,350              | 364                | 0.82              |
| Boyd Hall  | Dorm - Bathroom (Communal) | F17MM-RL    | 15            | 18               | 7                | 5,350              | 883                | 1.98              |
| Boyd Hall  | Dorm - Breakroom           | F18NN-RL    | 3             | 26               | 7                | 4,460              | 161                | 0.43              |
| Boyd Hall  | Dorm - Bathroom (Communal) | F18PP-K3    | 10            | 19.4             | 17               | 5,350              | 128                | 0.29              |
| Boyd Hall  | Dorm - Bathroom (Communal) | F18Q-RL     | 1             | 13               | 9                | 5,350              | 21                 | 0.05              |

| Building  | Space Type                 | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------|----------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Boyd Hall | Dorm - Bedroom             | F18R-RL     | 3             | 13               | 9                | 2,000              | 24                 | 0.07              |
| Boyd Hall | MechElec                   | F18R-RL     | 7             | 13               | 9                | 1,000              | 28                 | 0.07              |
| Boyd Hall | Storage                    | F18R-RL     | 16            | 13               | 9                | 1,000              | 64                 | 0.15              |
| Boyd Hall | Dorm - Bedroom             | F18T-RL     | 1             | 72               | 9                | 2,000              | 108                | 0.32              |
| Boyd Hall | Dorm - Bedroom             | F19R-RL     | 3             | 52               | 9                | 2,000              | 204                | 0.61              |
| Boyd Hall | Dorm - Bathroom (Communal) | F1C-2H      | 12            | 96               | 14.5             | 5,350              | 4,301              | 9.65              |
| Boyd Hall | MechElec                   | F1C-2H      | 2             | 96               | 14.5             | 1,000              | 134                | 0.32              |
| Boyd Hall | Dorm - Bathroom (Suite)    | F20N-RL     | 10            | 12.8             | 8                | 2,000              | 96                 | 0.29              |
| Boyd Hall | Dorm - Laundry             | F4C-2H      | 3             | 96               | 14.5             | 1,500              | 302                | 0.72              |
| Boyd Hall | Dorm - Office              | F5E-2L      | 3             | 48               | 10.5             | 4,200              | 340                | 0.49              |
| Boyd Hall | Dorm - Bedroom             | F7B-2L      | 75            | 48               | 10.5             | 2,000              | 4,050              | 12.15             |
| Boyd Hall | Dorm - Bathroom (Communal) | LED-DN      | 2             | 0                | 0                | 5,350              | 0                  | 0                 |
| Boyd Hall | Dorm - Hallway             | LED-DN      | 19            | 0                | 0                | 4,460              | 0                  | 0                 |
| Boyd Hall | Dorm - Lobby               | LED-DN      | 1             | 0                | 0                | 4,460              | 0                  | 0                 |
| Boyd Hall | Storage                    | LED-DN      | 2             | 0                | 0                | 1,000              | 0                  | 0                 |
| Boyd Hall | 247                        | X1-DN       | 15            | 2                | 2                | 8,760              | 0                  | 0                 |
| Boyd Hall | 247                        | X5-NF       | 7             | 50               | 0.78             | 8,760              | 3,018              | 4.13              |
| Chapel    | Exterior                   | EF1N-NF     | 4             | 52               | 12               | 4,100              | 656                | 0                 |
| Chapel    | Exterior                   | EF8E-RL     | 2             | 60               | 9                | 4,100              | 344                | 0                 |
| Chapel    | Kitchen                    | F12E-RL     | 1             | 12.8             | 8                | 2,200              | 11                 | 0.05              |
| Chapel    | Bathroom                   | F17CC-RL    | 2             | 13               | 9                | 2,600              | 21                 | 0.07              |
| Chapel    | Conference                 | F17CC-RL    | 8             | 13               | 9                | 1,650              | 53                 | 0.27              |
| Chapel    | Exterior                   | F17CC-RL    | 1             | 13               | 9                | 4,100              | 16                 | 0                 |
| Chapel    | Hallway                    | F17CC-RL    | 4             | 13               | 9                | 2,600              | 42                 | 0.19              |
| Chapel    | Kitchen                    | F17CC-RL    | 3             | 13               | 9                | 2,200              | 26                 | 0.12              |
| Chapel    | Office                     | F17CC-RL    | 16            | 13               | 9                | 2,200              | 141                | 0.54              |
| Chapel    | Stairs                     | F17CC-RL    | 2             | 13               | 9                | 2,600              | 21                 | 0.1               |
| Chapel    | Storage                    | F17CC-RL    | 8             | 13               | 9                | 1,000              | 32                 | 0.08              |
| Chapel    | Kitchen                    | F17EE-RL    | 1             | 60               | 9                | 2,200              | 112                | 0.49              |
| Chapel    | Storage                    | F17NN-RL    | 12            | 200              | 30               | 1,000              | 2,040              | 4.9               |
| Chapel    | MechElec                   | F18R-RL     | 4             | 13               | 9                | 1,000              | 16                 | 0.04              |
| Chapel    | Storage Ex Occ             | F19U-RL     | 6             | 960              | 9                | 500                | 2,448              | 5.88              |
| Chapel    | Lobby                      | F19U-RL     | 1             | 960              | 9                | 2,600              | 2,122              | 9.79              |
| Chapel    | Storage Ex Occ             | F19V-RL     | 4             | 1080             | 9                | 500                | 1,836              | 4.41              |
| Chapel    | Bathroom                   | F20D-RL     | 1             | 25.5             | 8                | 2,600              | 25                 | 0.08              |
| Chapel    | Bathroom                   | F20E-2L     | 2             | 48               | 10.5             | 2,600              | 140                | 0.45              |

| Building    | Space Type                 | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-------------|----------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Chapel      | Kitchen                    | F20K-RL     | 1             | 13               | 9                | 2,200              | 9                  | 0.04              |
| Chapel      | Hallway                    | F20L-RL     | 4             | 26               | 7                | 2,600              | 125                | 0.58              |
| Chapel      | Storage                    | F21A-RL     | 3             | 40               | 9                | 1,000              | 93                 | 0.22              |
| Chapel      | MechElec                   | F9B-2L      | 1             | 48               | 10.5             | 1,000              | 27                 | 0.06              |
| Chapel      | Auditorium                 | F9D-RL      | 22            | 25               | 12               | 1,000              | 286                | 1.37              |
| Chapel      | Auditorium                 | F9F-RL      | 19            | 12.8             | 8                | 1,000              | 91                 | 0.44              |
| Curtis Hall | Exterior                   | EF2A-NF     | 1             | 95               | 18               | 4,100              | 316                | 0                 |
| Curtis Hall | Exterior                   | EF2L-NF     | 2             | 52               | 12               | 4,100              | 328                | 0                 |
| Curtis Hall | Storage Ex Occ             | EF4E-NF     | 8             | 1080             | 380              | 500                | 2,800              | 6.72              |
| Curtis Hall | Exterior                   | EF5H-NF     | 7             | 52               | 13               | 4,100              | 1,119              | 0                 |
| Curtis Hall | Dorm - Bathroom (Communal) | F13E-3L     | 13            | 72               | 10.5             | 5,350              | 2,817              | 6.32              |
| Curtis Hall | Dorm - Breakroom           | F13E-3L     | 2             | 72               | 10.5             | 4,460              | 361                | 0.97              |
| Curtis Hall | Dorm - Stairs              | F13E-3L     | 20            | 72               | 10.5             | 5,350              | 4,334              | 9.72              |
| Curtis Hall | Dorm - Breakroom           | F17L-RL     | 2             | 52               | 9                | 4,460              | 303                | 0.82              |
| Curtis Hall | Dorm - Hallway             | F17L-RL     | 2             | 52               | 9                | 4,460              | 303                | 0.82              |
| Curtis Hall | Storage                    | F18JJ-RL    | 3             | 26               | 9                | 1,000              | 51                 | 0.12              |
| Curtis Hall | Dorm - Bedroom             | F18NN-RL    | 1             | 26               | 7                | 2,000              | 24                 | 0.07              |
| Curtis Hall | Storage                    | F18NN-RL    | 1             | 26               | 7                | 1,000              | 12                 | 0.03              |
| Curtis Hall | MechElec                   | F18R-RL     | 4             | 13               | 9                | 1,000              | 16                 | 0.04              |
| Curtis Hall | Storage                    | F18R-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Curtis Hall | Dorm - Hallway             | F18T-RL     | 3             | 72               | 9                | 4,460              | 723                | 1.94              |
| Curtis Hall | Storage                    | F18T-RL     | 4             | 72               | 9                | 1,000              | 216                | 0.52              |
| Curtis Hall | Dorm - Bathroom (Communal) | F1B-2H      | 12            | 72               | 14.5             | 5,350              | 2,761              | 6.19              |
| Curtis Hall | Dorm - Hallway             | F1B-2H      | 38            | 72               | 14.5             | 4,460              | 7,288              | 19.61             |
| Curtis Hall | Dorm - Laundry             | F1B-2H      | 2             | 72               | 14.5             | 1,500              | 129                | 0.31              |
| Curtis Hall | Dorm - Hallway             | F1L-K1      | 2             | 64               | 8                | 4,460              | 428                | 1.15              |
| Curtis Hall | Dorm - Laundry             | F1L-K1      | 1             | 64               | 8                | 1,500              | 72                 | 0.17              |
| Curtis Hall | Dorm - Bathroom (Suite)    | F20N-RL     | 2             | 12.8             | 8                | 2,000              | 19                 | 0.06              |
| Curtis Hall | Dorm - Office              | F2B-3L      | 1             | 72               | 10.5             | 4,200              | 170                | 0.24              |
| Curtis Hall | Storage                    | F4C-2H      | 5             | 96               | 14.5             | 1,000              | 335                | 0.8               |
| Curtis Hall | Dorm - Bedroom             | F4C-4L      | 69            | 96               | 10.5             | 2,000              | 7,452              | 22.36             |
| Curtis Hall | Dorm - Breakroom           | F4C-4L      | 8             | 96               | 10.5             | 4,460              | 1,927              | 5.18              |
| Curtis Hall | MechElec                   | F4C-4L      | 1             | 96               | 10.5             | 1,000              | 54                 | 0.13              |
| Curtis Hall | Storage                    | F7B-2L      | 1             | 48               | 10.5             | 1,000              | 27                 | 0.06              |
| Curtis Hall | Dorm - Breakroom           | F9A-1L      | 3             | 24               | 10.5             | 4,460              | 181                | 0.49              |
| Curtis Hall | Dorm - Stairs              | F9B-2L      | 1             | 48               | 10.5             | 5,350              | 144                | 0.32              |

| Building        | Space Type       | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------------|------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Curtis Hall     | MechElec         | F9B-2L      | 8             | 48               | 10.5             | 1,000              | 216                | 0.52              |
| Curtis Hall     | Dorm - Breakroom | F9D-RL      | 3             | 25               | 12               | 4,460              | 174                | 0.47              |
| Curtis Hall     | Dorm - Breakroom | LED-DN      | 4             | 0                | 0                | 4,460              | 0                  | 0                 |
| Curtis Hall     | Storage          | LED-DN      | 1             | 0                | 0                | 1,000              | 0                  | 0                 |
| Curtis Hall     | 247              | X1-DN       | 2             | 2                | 2                | 8,760              | 0                  | 0                 |
| Curtis Hall     | 247              | X5-NF       | 20            | 50               | 0.78             | 8,760              | 8,623              | 11.81             |
| Curtis Hall     | 247              | X8-DN       | 1             | 2                | 2                | 8,760              | 0                  | 0                 |
| Fine Arts/Media | Exterior         | EF1A-NF     | 4             | 95               | 18               | 4,100              | 1,263              | 0                 |
| Fine Arts/Media | Exterior         | EF1B-NF     | 1             | 185              | 38               | 4,100              | 603                | 0                 |
| Fine Arts/Media | Exterior         | EF1C-NF     | 5             | 295              | 58               | 4,100              | 4,859              | 0                 |
| Fine Arts/Media | Exterior         | EF2B-NF     | 4             | 185              | 38               | 4,100              | 2,411              | 0                 |
| Fine Arts/Media | Exterior         | EF4B-NF     | 1             | 185              | 85               | 4,100              | 410                | 0                 |
| Fine Arts/Media | Exterior         | EF5A-NF     | 2             | 95               | 13               | 4,100              | 672                | 0                 |
| Fine Arts/Media | Exterior         | EF5J-RL     | 7             | 95               | 16.5             | 4,100              | 2,253              | 0                 |
| Fine Arts/Media | Classroom        | F11C-3L     | 14            | 72               | 10.5             | 2,200              | 1,247              | 5.44              |
| Fine Arts/Media | Classroom Ex Occ | F11C-3L     | 51            | 72               | 10.5             | 1,650              | 3,810              | 12.39             |
| Fine Arts/Media | Bathroom         | F12B-2L     | 6             | 48               | 10.5             | 2,600              | 421                | 1.36              |
| Fine Arts/Media | Bathroom Ex Occ  | F12B-2L     | 8             | 48               | 10.5             | 1,950              | 421                | 1.04              |
| Fine Arts/Media | Auditorium       | F13D-2L     | 10            | 48               | 10.5             | 1,000              | 270                | 1.3               |
| Fine Arts/Media | Hallway          | F15F-4L     | 4             | 149.8            | 10.5             | 2,600              | 1,121              | 5.17              |
| Fine Arts/Media | Auditorium       | F16B-RL     | 8             | 460              | 150              | 1,000              | 2,480              | 11.9              |
| Fine Arts/Media | Bathroom         | F17CC-RL    | 9             | 13               | 9                | 2,600              | 94                 | 0.3               |
| Fine Arts/Media | Hallway          | F17CC-RL    | 1             | 13               | 9                | 2,600              | 10                 | 0.05              |
| Fine Arts/Media | Office           | F17CC-RL    | 16            | 13               | 9                | 2,200              | 141                | 0.54              |
| Fine Arts/Media | Stairs           | F17CC-RL    | 2             | 13               | 9                | 2,600              | 21                 | 0.1               |
| Fine Arts/Media | Storage          | F17CC-RL    | 2             | 13               | 9                | 1,000              | 8                  | 0.02              |
| Fine Arts/Media | Hallway          | F17H-RL     | 12            | 40               | 6                | 2,600              | 1,061              | 4.9               |
| Fine Arts/Media | Auditorium       | F17JJ-DN    | 57            | 250              | 250              | 1,000              | 14,250             | 68.4              |
| Fine Arts/Media | Bathroom Ex Occ  | F17L-RL     | 8             | 52               | 9                | 1,950              | 530                | 1.31              |
| Fine Arts/Media | Breakroom        | F17L-RL     | 14            | 52               | 9                | 2,200              | 1,047              | 4                 |

| Building        | Space Type              | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------------|-------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Fine Arts/Media | Hallway                 | F17L-RL     | 6             | 52               | 9                | 2,600              | 530                | 2.45              |
| Fine Arts/Media | Hallway                 | F17W-RL     | 10            | 210              | 25               | 2,600              | 4,810              | 22.2              |
| Fine Arts/Media | Classroom               | F18A-RL     | 17            | 13               | 9                | 2,200              | 150                | 0.65              |
| Fine Arts/Media | Office                  | F18A-RL     | 2             | 13               | 9                | 2,200              | 18                 | 0.07              |
| Fine Arts/Media | Stairs                  | F18DD-RL    | 1             | 13               | 7                | 2,600              | 16                 | 0.07              |
| Fine Arts/Media | Auditorium              | F18GG-RL    | 4             | 52               | 9                | 1,000              | 136                | 0.65              |
| Fine Arts/Media | Auditorium              | F18HH-RL    | 10            | 60               | 8                | 1,000              | 520                | 2.5               |
| Fine Arts/Media | Office                  | F18HH-RL    | 1             | 60               | 8                | 2,200              | 114                | 0.44              |
| Fine Arts/Media | Stairs                  | F18HH-RL    | 2             | 60               | 8                | 2,600              | 270                | 1.25              |
| Fine Arts/Media | Auditorium              | F18R-RL     | 14            | 13               | 9                | 1,000              | 56                 | 0.27              |
| Fine Arts/Media | Locker/Dressing Room    | F18R-RL     | 40            | 13               | 9                | 2,800              | 448                | 1.54              |
| Fine Arts/Media | MechElec                | F18R-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Fine Arts/Media | Office                  | F18R-RL     | 1             | 13               | 9                | 2,200              | 9                  | 0.03              |
| Fine Arts/Media | Stairs                  | F18R-RL     | 1             | 13               | 9                | 2,600              | 10                 | 0.05              |
| Fine Arts/Media | Storage                 | F18R-RL     | 17            | 13               | 9                | 1,000              | 68                 | 0.16              |
| Fine Arts/Media | Office                  | F19F-RL     | 1             | 13               | 9                | 2,200              | 9                  | 0.03              |
| Fine Arts/Media | Art Gallery (Fine Arts) | F19J-RL     | 6             | 13               | 9                | 5,360              | 129                | 0.29              |
| Fine Arts/Media | Auditorium              | F19K-RL     | 10            | 300              | 9                | 1,000              | 2,910              | 13.97             |
| Fine Arts/Media | Office                  | F19M-RL     | 4             | 52               | 9                | 2,200              | 299                | 1.14              |
| Fine Arts/Media | Locker/Dressing Room    | F1C-2H      | 6             | 96               | 14.5             | 2,800              | 1,126              | 3.86              |
| Fine Arts/Media | Lobby                   | F1C-4L      | 14            | 96               | 10.5             | 2,600              | 1,966              | 9.07              |
| Fine Arts/Media | Classroom               | F1E-2L      | 1             | 48               | 10.5             | 2,200              | 59                 | 0.26              |
| Fine Arts/Media | Hallway                 | F1E-2L      | 14            | 48               | 10.5             | 2,600              | 983                | 4.54              |
| Fine Arts/Media | Office                  | F1E-2L      | 51            | 48               | 10.5             | 2,200              | 3,029              | 11.57             |
| Fine Arts/Media | Storage                 | F1E-2L      | 6             | 48               | 10.5             | 1,000              | 162                | 0.39              |
| Fine Arts/Media | Bathroom                | F1L-K1      | 8             | 64               | 8                | 2,600              | 998                | 3.23              |
| Fine Arts/Media | Hallway                 | F1L-K1      | 1             | 64               | 8                | 2,600              | 125                | 0.58              |
| Fine Arts/Media | Locker/Dressing Room    | F20D-RL     | 1             | 25.5             | 8                | 2,800              | 27                 | 0.09              |
| Fine Arts/Media | Locker/Dressing Room    | F20E-2L     | 1             | 48               | 10.5             | 2,800              | 76                 | 0.26              |

Appendix A – Lighting Savings  
Guaranteed Energy Savings Performance Contract  
West Liberty University



| Building        | Space Type              | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------------|-------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Fine Arts/Media | Office                  | F21A-RL     | 1             | 40               | 9                | 2,200              | 68                 | 0.26              |
| Fine Arts/Media | Breakroom               | F21B-RL     | 12            | 50               | 6                | 2,200              | 1,162              | 4.44              |
| Fine Arts/Media | MechElec Ex Occ         | F21B-RL     | 3             | 50               | 6                | 750                | 99                 | 0.16              |
| Fine Arts/Media | Office                  | F21B-RL     | 2             | 50               | 6                | 2,200              | 194                | 0.74              |
| Fine Arts/Media | Office Ex Occ           | F3A-2L      | 4             | 48               | 10.5             | 1,650              | 178                | 0.65              |
| Fine Arts/Media | Hallway                 | F3B-3L      | 34            | 72               | 10.5             | 2,600              | 3,580              | 16.52             |
| Fine Arts/Media | MechElec Ex Occ         | F3B-3L      | 6             | 72               | 10.5             | 750                | 182                | 0.29              |
| Fine Arts/Media | Office                  | F3B-3L      | 3             | 72               | 10.5             | 2,200              | 267                | 1.02              |
| Fine Arts/Media | Office Ex Occ           | F3B-3L      | 7             | 72               | 10.5             | 1,650              | 468                | 1.7               |
| Fine Arts/Media | Hallway                 | F3H-RL      | 6             | 38.3             | 8                | 2,600              | 223                | 1.03              |
| Fine Arts/Media | Hallway                 | F3N-RL      | 26            | 56               | 9.5              | 2,600              | 1,217              | 5.62              |
| Fine Arts/Media | Classroom               | F7B-2L      | 173           | 48               | 10.5             | 2,200              | 10,276             | 44.84             |
| Fine Arts/Media | MechElec Ex Occ         | F7B-2L      | 8             | 48               | 10.5             | 750                | 162                | 0.26              |
| Fine Arts/Media | Office                  | F7B-2L      | 73            | 48               | 10.5             | 2,200              | 4,336              | 16.56             |
| Fine Arts/Media | Office Ex Occ           | F7B-2L      | 2             | 48               | 10.5             | 1,650              | 89                 | 0.32              |
| Fine Arts/Media | Storage                 | F7B-2L      | 11            | 48               | 10.5             | 1,000              | 297                | 0.71              |
| Fine Arts/Media | Storage Ex Occ          | F7B-2L      | 14            | 48               | 10.5             | 500                | 189                | 0.45              |
| Fine Arts/Media | Hallway                 | F7D-2H      | 2             | 96               | 14.5             | 2,600              | 348                | 1.61              |
| Fine Arts/Media | Classroom               | F7D-4L      | 12            | 96               | 10.5             | 2,200              | 1,426              | 6.22              |
| Fine Arts/Media | Locker/Dressing Room    | F7K-RL      | 2             | 25.5             | 8                | 2,800              | 53                 | 0.18              |
| Fine Arts/Media | Art Gallery (Fine Arts) | LED-DN      | 44            | 0                | 0                | 5,360              | 0                  | 0                 |
| Fine Arts/Media | Office                  | LED-DN      | 3             | 0                | 0                | 2,200              | 0                  | 0                 |
| Fine Arts/Media | Stairs                  | LED-DN      | 1             | 0                | 0                | 2,600              | 0                  | 0                 |
| Fine Arts/Media | Storage                 | LED-DN      | 1             | 0                | 0                | 1,000              | 0                  | 0                 |
| Fine Arts/Media | Classroom               | NIC         | 44            | 0                | 0                | 2,200              | 0                  | 0                 |
| Fine Arts/Media | 247                     | X1-DN       | 18            | 2                | 2                | 8,760              | 0                  | 0                 |
| Fine Arts/Media | Emergency               | X10-DN      | 9             | 2                | 2                | 0                  | 0                  | 0                 |
| Fine Arts/Media | 247                     | X2-DN       | 2             | 2                | 2                | 8,760              | 0                  | 0                 |
| Fine Arts/Media | 247                     | X5-NF       | 12            | 50               | 0.78             | 8,760              | 5,174              | 7.09              |

| Building        | Space Type              | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-----------------|-------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Fine Arts/Media | 247                     | X6-NF       | 2             | 50               | 0.78             | 8,760              | 862                | 1.18              |
| Fine Arts/Media | 247                     | X8-DN       | 2             | 2                | 2                | 8,760              | 0                  | 0                 |
| Krise Hall      | Exterior                | EF1J-NF     | 5             | 52               | 12               | 4,100              | 820                | 0                 |
| Krise Hall      | Exterior                | EF1M-NF     | 18            | 26               | 12               | 4,100              | 1,033              | 0                 |
| Krise Hall      | Exterior                | EF2A-NF     | 3             | 95               | 18               | 4,100              | 947                | 0                 |
| Krise Hall      | Exterior                | EF4E-NF     | 10            | 1080             | 380              | 4,100              | 28,700             | 0                 |
| Krise Hall      | Exterior                | EF5H-NF     | 6             | 52               | 13               | 4,100              | 959                | 0                 |
| Krise Hall      | Storage                 | F10B-2L     | 1             | 48               | 10.5             | 1,000              | 27                 | 0.06              |
| Krise Hall      | Storage                 | F17B-RL     | 121           | 60               | 9                | 1,000              | 6,171              | 14.81             |
| Krise Hall      | Training/Weight Room    | F17B-RL     | 16            | 60               | 9                | 3,250              | 2,652              | 7.83              |
| Krise Hall      | Dorm - Lobby            | F17EE-RL    | 31            | 60               | 9                | 4,460              | 7,051              | 18.97             |
| Krise Hall      | Dorm - Bedroom          | F18CC-RL    | 154           | 78               | 9                | 2,000              | 15,708             | 47.12             |
| Krise Hall      | Dorm - Stairs           | F18DD-RL    | 2             | 13               | 7                | 5,350              | 64                 | 0.14              |
| Krise Hall      | Storage                 | F18DD-RL    | 2             | 13               | 7                | 1,000              | 12                 | 0.03              |
| Krise Hall      | Storage                 | F18FF-RL    | 2             | 13               | 7                | 1,000              | 12                 | 0.03              |
| Krise Hall      | Storage                 | F18GG-RL    | 5             | 52               | 9                | 1,000              | 170                | 0.41              |
| Krise Hall      | Dorm - Bathroom (Suite) | F18NN-RL    | 78            | 26               | 7                | 2,000              | 1,872              | 5.62              |
| Krise Hall      | Dorm - Stairs           | F18NN-RL    | 38            | 26               | 7                | 5,350              | 2,440              | 5.47              |
| Krise Hall      | MechElec                | F18NN-RL    | 10            | 26               | 7                | 1,000              | 120                | 0.29              |
| Krise Hall      | Training/Weight Room    | F18NN-RL    | 1             | 26               | 7                | 3,250              | 39                 | 0.12              |
| Krise Hall      | Dorm - Bedroom          | F18R-RL     | 1             | 13               | 9                | 2,000              | 8                  | 0.02              |
| Krise Hall      | Dorm - Laundry          | F18R-RL     | 11            | 13               | 9                | 1,500              | 66                 | 0.16              |
| Krise Hall      | MechElec                | F18R-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Krise Hall      | Storage                 | F18R-RL     | 38            | 13               | 9                | 1,000              | 152                | 0.36              |
| Krise Hall      | Storage                 | F19H-RL     | 16            | 13               | 9                | 1,000              | 64                 | 0.15              |
| Krise Hall      | Dorm - Stairs           | F19N-RL     | 1             | 13               | 9                | 5,350              | 21                 | 0.05              |
| Krise Hall      | Dorm - Lobby            | F19P-RL1    | 6             | 13               | 5                | 4,460              | 214                | 0.58              |
| Krise Hall      | Dorm - Lobby            | F19Q-RL1    | 2             | 39               | 5                | 4,460              | 214                | 0.58              |
| Krise Hall      | Dorm - Bedroom          | F1A-2L      | 5             | 48               | 10.5             | 2,000              | 270                | 0.81              |
| Krise Hall      | Dorm - Breakroom        | F1A-2L      | 1             | 48               | 10.5             | 4,460              | 120                | 0.32              |
| Krise Hall      | Dorm - Bedroom          | F1C-2H      | 3             | 96               | 14.5             | 2,000              | 402                | 1.21              |
| Krise Hall      | Dorm - Hallway          | F1C-2H      | 2             | 96               | 14.5             | 4,460              | 598                | 1.61              |
| Krise Hall      | Dorm - Office           | F1C-2H      | 5             | 96               | 14.5             | 4,200              | 1,407              | 2.01              |
| Krise Hall      | Storage                 | F1C-2H      | 2             | 96               | 14.5             | 1,000              | 134                | 0.32              |
| Krise Hall      | Dorm - Breakroom        | F1L-K1      | 2             | 64               | 8                | 4,460              | 428                | 1.15              |
| Krise Hall      | Dorm - Hallway          | F1L-K1      | 32            | 64               | 8                | 4,460              | 6,851              | 18.43             |



| Building   | Space Type           | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|------------|----------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Krise Hall | Dorm - Lobby         | F1L-K1      | 4             | 64               | 8                | 4,460              | 856                | 2.3               |
| Krise Hall | Bathroom             | F20A-RL     | 2             | 52               | 9                | 2,600              | 177                | 0.57              |
| Krise Hall | Storage              | F20A-RL     | 4             | 52               | 9                | 1,000              | 136                | 0.33              |
| Krise Hall | Dorm - Bedroom       | F20D-RL     | 152           | 25.5             | 8                | 2,000              | 2,888              | 8.66              |
| Krise Hall | Storage              | F20D-RL     | 1             | 25.5             | 8                | 1,000              | 10                 | 0.02              |
| Krise Hall | Training/Weight Room | F2A-2L      | 4             | 48               | 10.5             | 3,250              | 351                | 1.04              |
| Krise Hall | Storage              | F3A-2L      | 2             | 48               | 10.5             | 1,000              | 54                 | 0.13              |
| Krise Hall | Dorm - Laundry       | F7B-2L      | 20            | 48               | 10.5             | 1,500              | 810                | 1.94              |
| Krise Hall | Dorm - Office        | F7B-2L      | 4             | 48               | 10.5             | 4,200              | 454                | 0.65              |
| Krise Hall | Dorm - Stairs        | F7B-2L      | 4             | 48               | 10.5             | 5,350              | 578                | 1.3               |
| Krise Hall | Storage              | F7B-2L      | 78            | 48               | 10.5             | 1,000              | 2,106              | 5.05              |
| Krise Hall | Dorm - Hallway       | F7K-RL      | 88            | 25.5             | 8                | 4,460              | 3,729              | 10.03             |
| Krise Hall | Storage              | F7K-RL      | 2             | 25.5             | 8                | 1,000              | 19                 | 0.05              |
| Krise Hall | Bathroom             | LED-DN      | 2             | 0                | 0                | 2,600              | 0                  | 0                 |
| Krise Hall | Dorm - Hallway       | LED-DN      | 1             | 0                | 0                | 4,460              | 0                  | 0                 |
| Krise Hall | Exterior             | LED-DN      | 1             | 0                | 0                | 4,100              | 0                  | 0                 |
| Krise Hall | Storage              | LED-DN      | 6             | 0                | 0                | 1,000              | 0                  | 0                 |
| Krise Hall | Training/Weight Room | LED-DN      | 6             | 0                | 0                | 3,250              | 0                  | 0                 |
| Krise Hall | 247                  | X1-DN       | 23            | 2                | 2                | 8,760              | 0                  | 0                 |
| Krise Hall | 247                  | X2-DN       | 8             | 2                | 2                | 8,760              | 0                  | 0                 |
| Krise Hall | 247                  | X5-NF       | 8             | 50               | 0.78             | 8,760              | 3,449              | 4.73              |
| Library    | Exterior             | EF2A-NF     | 3             | 95               | 18               | 4,100              | 947                | 0                 |
| Library    | Storage              | EF2A-NF     | 1             | 95               | 18               | 1,000              | 77                 | 0.18              |
| Library    | Exterior             | EF4B-NF     | 2             | 185              | 85               | 4,100              | 820                | 0                 |
| Library    | Exterior             | EF6BB-RL    | 10            | 26               | 19               | 4,100              | 287                | 0                 |
| Library    | Exterior             | EF6D-RL     | 6             | 295              | 25               | 4,100              | 6,642              | 0                 |
| Library    | Bathroom             | F12B-2L     | 4             | 48               | 10.5             | 2,600              | 281                | 0.91              |
| Library    | Library              | F12B-2L     | 2             | 48               | 10.5             | 5,350              | 289                | 0.65              |
| Library    | Stairs               | F12B-2L     | 7             | 48               | 10.5             | 2,600              | 491                | 2.27              |
| Library    | MechElec             | F13D-2L     | 10            | 48               | 10.5             | 1,000              | 270                | 0.65              |
| Library    | Library              | F17B-RL     | 5             | 60               | 9                | 5,350              | 1,364              | 3.06              |
| Library    | Office               | F17CC-RL    | 1             | 13               | 9                | 2,200              | 9                  | 0.03              |
| Library    | Storage              | F18R-RL     | 9             | 13               | 9                | 1,000              | 36                 | 0.09              |
| Library    | Hallway              | F1A-2L      | 4             | 48               | 10.5             | 2,600              | 281                | 1.3               |
| Library    | Office               | F1A-2L      | 8             | 48               | 10.5             | 2,200              | 475                | 1.81              |
| Library    | Classroom            | F1C-2H      | 11            | 96               | 14.5             | 2,200              | 1,621              | 7.08              |

| Building    | Space Type | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-------------|------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Library     | Conference | F1C-2H      | 10            | 96               | 14.5             | 1,650              | 1,106              | 5.63              |
| Library     | Library    | F1C-2H      | 508           | 48               | 14.5             | 5,350              | 51,638             | 115.82            |
| Library     | Office     | F1C-2H      | 48            | 96               | 14.5             | 2,200              | 7,075              | 27.01             |
| Library     | Library    | F1E-2L      | 2             | 48               | 10.5             | 5,350              | 289                | 0.65              |
| Library     | Stairs     | F1E-2L      | 11            | 48               | 10.5             | 2,600              | 772                | 3.56              |
| Library     | Classroom  | F1Q-RL      | 1             | 84               | 14.5             | 2,200              | 89                 | 0.39              |
| Library     | Office     | F1Q-RL      | 3             | 84               | 14.5             | 2,200              | 267                | 1.02              |
| Library     | Office     | F2B-3L      | 14            | 72               | 10.5             | 2,200              | 1,247              | 4.76              |
| Library     | Office     | F3A-2L      | 8             | 48               | 10.5             | 2,200              | 475                | 1.81              |
| Library     | Breakroom  | F4E-2L      | 1             | 48               | 10.5             | 2,200              | 59                 | 0.23              |
| Library     | Bathroom   | F7A-1L      | 2             | 24               | 10.5             | 2,600              | 70                 | 0.23              |
| Library     | Bathroom   | F7B-2L      | 17            | 48               | 10.5             | 2,600              | 1,193              | 3.86              |
| Library     | Breakroom  | F7B-2L      | 1             | 48               | 10.5             | 2,200              | 59                 | 0.23              |
| Library     | Classroom  | F7B-2L      | 208           | 48               | 10.5             | 2,200              | 12,355             | 53.91             |
| Library     | Hallway    | F7B-2L      | 43            | 48               | 10.5             | 2,600              | 3,019              | 13.93             |
| Library     | Office     | F7B-2L      | 92            | 48               | 10.5             | 2,200              | 5,465              | 20.87             |
| Library     | Classroom  | F7D-2H      | 10            | 96               | 14.5             | 2,200              | 1,474              | 6.43              |
| Library     | Classroom  | LED-DN      | 28            | 0                | 0                | 2,200              | 0                  | 0                 |
| Library     | Exterior   | LED-DN      | 1             | 0                | 0                | 4,100              | 0                  | 0                 |
| Library     | Office     | LED-DN      | 3             | 0                | 0                | 2,200              | 0                  | 0                 |
| Library     | Storage    | LED-DN      | 4             | 0                | 0                | 1,000              | 0                  | 0                 |
| Library     | 247        | X1-DN       | 7             | 2                | 2                | 8,760              | 0                  | 0                 |
| Library     | Emergency  | X10-DN      | 17            | 2                | 2                | 0                  | 0                  | 0                 |
| Library     | 247        | X5-NF       | 2             | 50               | 0.78             | 8,760              | 862                | 1.18              |
| Library     | 247        | X8-DN       | 8             | 2                | 2                | 8,760              | 0                  | 0                 |
| Library     | 247        | X9-DN       | 2             | 2                | 2                | 8,760              | 0                  | 0                 |
| Meyers Hall | Exterior   | EF1C-NF     | 6             | 295              | 58               | 4,100              | 5,830              | 0                 |
| Meyers Hall | Exterior   | EF2A-NF     | 3             | 95               | 18               | 4,100              | 947                | 0                 |
| Meyers Hall | Exterior   | EF2C-NF     | 1             | 295              | 58               | 4,100              | 972                | 0                 |
| Meyers Hall | Exterior   | EF6BB-RL    | 5             | 26               | 19               | 4,100              | 144                | 0                 |
| Meyers Hall | Breakroom  | F10B-2L     | 7             | 48               | 10.5             | 2,200              | 416                | 1.59              |
| Meyers Hall | Storage    | F10B-2L     | 73            | 48               | 10.5             | 1,000              | 1,971              | 4.73              |
| Meyers Hall | Bathroom   | F12B-2L     | 3             | 48               | 10.5             | 2,600              | 211                | 0.68              |
| Meyers Hall | Hallway    | F15B-RL     | 1             | 252.7            | 25               | 2,600              | 397                | 1.83              |
| Meyers Hall | Storage    | F15B-RL     | 15            | 252.7            | 25               | 1,000              | 2,291              | 5.5               |
| Meyers Hall | Storage    | F16C-RL     | 3             | 295              | 90               | 1,000              | 615                | 1.48              |
| Meyers Hall | Storage    | F18DD-RL    | 1             | 13               | 7                | 1,000              | 6                  | 0.01              |

| Building    | Space Type                 | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-------------|----------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Meyers Hall | Hallway                    | F18GG-RL    | 1             | 52               | 9                | 2,600              | 88                 | 0.41              |
| Meyers Hall | Bathroom                   | F18Q-RL     | 2             | 13               | 9                | 2,600              | 21                 | 0.07              |
| Meyers Hall | Storage                    | F18Y-RL     | 1             | 13               | 7                | 1,000              | 6                  | 0.01              |
| Meyers Hall | Office                     | F1C-2H      | 5             | 96               | 14.5             | 2,200              | 737                | 2.81              |
| Meyers Hall | Storage                    | F1C-2H      | 1             | 96               | 14.5             | 1,000              | 67                 | 0.16              |
| Meyers Hall | Bathroom                   | F20B-RL     | 1             | 13               | 9                | 2,600              | 10                 | 0.03              |
| Meyers Hall | Office                     | F3B-3L      | 5             | 72               | 10.5             | 2,200              | 446                | 1.7               |
| Meyers Hall | Breakroom                  | F4E-2L      | 3             | 48               | 10.5             | 2,200              | 178                | 0.68              |
| Meyers Hall | Breakroom                  | F7B-2L      | 4             | 48               | 10.5             | 2,200              | 238                | 0.91              |
| Meyers Hall | Hallway                    | F7B-2L      | 3             | 48               | 10.5             | 2,600              | 211                | 0.97              |
| Meyers Hall | Storage                    | F7B-2L      | 9             | 48               | 10.5             | 1,000              | 243                | 0.58              |
| Meyers Hall | Office                     | F7D-2H      | 2             | 96               | 14.5             | 2,200              | 295                | 1.13              |
| Meyers Hall | Storage                    | LED-DN      | 4             | 0                | 0                | 1,000              | 0                  | 0                 |
| Meyers Hall | 247                        | X1-DN       | 6             | 2                | 2                | 8,760              | 0                  | 0                 |
| Meyers Hall | Emergency                  | X10-DN      | 1             | 2                | 2                | 0                  | 0                  | 0                 |
| Meyers Hall | 247                        | X5-NF       | 1             | 50               | 0.78             | 8,760              | 431                | 0.59              |
| Rogers Hall | Exterior                   | EF1J-NF     | 2             | 52               | 12               | 4,100              | 328                | 0                 |
| Rogers Hall | Exterior                   | EF2A-NF     | 3             | 95               | 18               | 4,100              | 947                | 0                 |
| Rogers Hall | Exterior                   | EF4E-NF     | 2             | 1080             | 380              | 4,100              | 5,740              | 0                 |
| Rogers Hall | Exterior                   | EF5H-NF     | 3             | 52               | 13               | 4,100              | 480                | 0                 |
| Rogers Hall | Exterior                   | EF5J-RL     | 5             | 95               | 16.5             | 4,100              | 1,609              | 0                 |
| Rogers Hall | Dorm - Lobby               | F11B-2L     | 4             | 48               | 10.5             | 4,460              | 482                | 1.3               |
| Rogers Hall | Dorm - Bathroom (Communal) | F13D-2L     | 5             | 48               | 10.5             | 5,350              | 722                | 1.62              |
| Rogers Hall | Cafeteria                  | F17B-RL     | 6             | 60               | 9                | 2,200              | 673                | 3.3               |
| Rogers Hall | Dorm - Bathroom (Communal) | F17B-RL     | 2             | 60               | 9                | 5,350              | 546                | 1.22              |
| Rogers Hall | Bathroom                   | F17E-RL     | 4             | 13               | 9                | 2,600              | 42                 | 0.13              |
| Rogers Hall | Cafeteria                  | F17E-RL     | 20            | 13               | 9                | 2,200              | 176                | 0.86              |
| Rogers Hall | Dorm - Hallway             | F17E-RL     | 2             | 13               | 9                | 4,460              | 36                 | 0.1               |
| Rogers Hall | Laundry                    | F17E-RL     | 2             | 13               | 9                | 1,500              | 12                 | 0.02              |
| Rogers Hall | Storage                    | F17E-RL     | 5             | 13               | 9                | 1,000              | 20                 | 0.05              |
| Rogers Hall | Dorm - Hallway             | F17F-RL     | 4             | 52               | 9                | 4,460              | 607                | 1.63              |
| Rogers Hall | Dorm - Lobby               | F17F-RL     | 2             | 52               | 9                | 4,460              | 303                | 0.82              |
| Rogers Hall | Dorm - Stairs              | F17F-RL     | 20            | 52               | 9                | 5,350              | 3,638              | 8.16              |
| Rogers Hall | Dorm - Bathroom (Communal) | F17MM-RL    | 4             | 18               | 7                | 5,350              | 235                | 0.53              |
| Rogers Hall | Cafeteria                  | F18CC-RL    | 29            | 78               | 9                | 2,200              | 3,254              | 15.97             |
| Rogers Hall | Hallway                    | F18CC-RL    | 4             | 78               | 9                | 2,600              | 530                | 2.45              |

Appendix A – Lighting Savings  
Guaranteed Energy Savings Performance Contract  
West Liberty University



| Building    | Space Type                 | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-------------|----------------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Rogers Hall | Dorm - Bathroom (Communal) | F18JJ-RL    | 4             | 26               | 9                | 5,350              | 364                | 0.82              |
| Rogers Hall | Storage                    | F18JJ-RL    | 3             | 26               | 9                | 1,000              | 51                 | 0.12              |
| Rogers Hall | Dorm - Bathroom (Communal) | F18NN-RL    | 2             | 26               | 7                | 5,350              | 128                | 0.29              |
| Rogers Hall | Stairs                     | F18R-RL     | 1             | 13               | 9                | 2,600              | 10                 | 0.05              |
| Rogers Hall | Storage                    | F18R-RL     | 7             | 13               | 9                | 1,000              | 28                 | 0.07              |
| Rogers Hall | Dorm - Bathroom (Communal) | F18T-RL     | 24            | 72               | 9                | 5,350              | 6,934              | 15.55             |
| Rogers Hall | Dorm - Hallway             | F18T-RL     | 63            | 72               | 9                | 4,460              | 15,173             | 40.82             |
| Rogers Hall | Breakroom                  | F1C-2H      | 2             | 96               | 14.5             | 2,200              | 295                | 1.13              |
| Rogers Hall | Cafeteria                  | F1C-2H      | 6             | 96               | 14.5             | 2,200              | 884                | 4.34              |
| Rogers Hall | Hallway                    | F1C-2H      | 3             | 96               | 14.5             | 2,600              | 523                | 2.41              |
| Rogers Hall | Kitchen                    | F1C-2H      | 12            | 96               | 14.5             | 2,200              | 1,769              | 7.72              |
| Rogers Hall | Storage                    | F1C-2H      | 7             | 96               | 14.5             | 1,000              | 469                | 1.13              |
| Rogers Hall | Kitchen                    | F1L-K1      | 9             | 64               | 8                | 2,200              | 950                | 4.15              |
| Rogers Hall | Office                     | F1L-K1      | 13            | 64               | 8                | 2,200              | 1,373              | 5.24              |
| Rogers Hall | Storage                    | F1L-K1      | 2             | 64               | 8                | 1,000              | 96                 | 0.23              |
| Rogers Hall | Kitchen                    | F20E-2L     | 1             | 48               | 10.5             | 2,200              | 59                 | 0.26              |
| Rogers Hall | Dorm - Bedroom             | F4A-2L      | 102           | 48               | 10.5             | 2,000              | 5,508              | 16.52             |
| Rogers Hall | Office                     | F4A-2L      | 4             | 48               | 10.5             | 2,200              | 238                | 0.91              |
| Rogers Hall | Bathroom                   | F7B-2L      | 2             | 48               | 10.5             | 2,600              | 140                | 0.45              |
| Rogers Hall | Kitchen                    | F7B-2L      | 19            | 48               | 10.5             | 2,200              | 1,129              | 4.92              |
| Rogers Hall | MechElec                   | F7B-2L      | 2             | 48               | 10.5             | 1,000              | 54                 | 0.13              |
| Rogers Hall | Office                     | F7B-2L      | 3             | 48               | 10.5             | 2,200              | 178                | 0.68              |
| Rogers Hall | Laundry                    | F7D-2H      | 4             | 96               | 14.5             | 1,500              | 402                | 0.64              |
| Rogers Hall | Office                     | F7D-2H      | 6             | 96               | 14.5             | 2,200              | 884                | 3.38              |
| Rogers Hall | Storage                    | F7D-2L      | 1             | 96               | 10.5             | 1,000              | 75                 | 0.18              |
| Rogers Hall | Bathroom                   | F7K-RL      | 2             | 25.5             | 8                | 2,600              | 49                 | 0.16              |
| Rogers Hall | Hallway                    | F9B-2L      | 1             | 48               | 10.5             | 2,600              | 70                 | 0.32              |
| Rogers Hall | Kitchen                    | F9B-2L      | 1             | 48               | 10.5             | 2,200              | 59                 | 0.26              |
| Rogers Hall | MechElec                   | F9B-2L      | 3             | 48               | 10.5             | 1,000              | 81                 | 0.19              |
| Rogers Hall | Dorm - Bathroom (Suite)    | F9F-RL      | 2             | 12.8             | 8                | 2,000              | 19                 | 0.06              |
| Rogers Hall | Bathroom                   | LED-DN      | 1             | 0                | 0                | 2,600              | 0                  | 0                 |
| Rogers Hall | Hallway                    | LED-DN      | 3             | 0                | 0                | 2,600              | 0                  | 0                 |
| Rogers Hall | Kitchen                    | LED-DN      | 15            | 0                | 0                | 2,200              | 0                  | 0                 |
| Rogers Hall | Storage                    | LED-DN      | 7             | 0                | 0                | 1,000              | 0                  | 0                 |
| Rogers Hall | 247                        | X1-DN       | 7             | 2                | 2                | 8,760              | 0                  | 0                 |
| Rogers Hall | 247                        | X5-NF       | 7             | 50               | 0.78             | 8,760              | 3,018              | 4.13              |

| Building    | Space Type        | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|-------------|-------------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Rogers Hall | 247               | X8-DN       | 1             | 2                | 2                | 8,760              | 0                  | 0                 |
| Shaw Hall   | Exterior          | EF1M-RL     | 3             | 26               | 9                | 4,100              | 98                 | 0                 |
| Shaw Hall   | Exterior          | EF8D-RL     | 2             | 64               | 9.5              | 4,100              | 369                | 0                 |
| Shaw Hall   | 247               | F13D-2L     | 4             | 48               | 10.5             | 8,760              | 946                | 1.3               |
| Shaw Hall   | Bathroom          | F13D-2L     | 2             | 48               | 10.5             | 2,600              | 140                | 0.45              |
| Shaw Hall   | Hallway           | F13D-2L     | 3             | 48               | 10.5             | 2,600              | 211                | 0.97              |
| Shaw Hall   | Hallway Ex Occ    | F13D-2L     | 7             | 48               | 10.5             | 1,950              | 369                | 1.13              |
| Shaw Hall   | Kitchen           | F13D-2L     | 6             | 48               | 10.5             | 2,200              | 356                | 1.56              |
| Shaw Hall   | MechElec          | F13D-2L     | 3             | 48               | 10.5             | 1,000              | 81                 | 0.19              |
| Shaw Hall   | Office            | F13D-2L     | 2             | 48               | 10.5             | 2,200              | 119                | 0.45              |
| Shaw Hall   | Office Ex Occ     | F13D-2L     | 3             | 48               | 10.5             | 1,650              | 134                | 0.49              |
| Shaw Hall   | Storage           | F13D-2L     | 14            | 48               | 10.5             | 1,000              | 378                | 0.91              |
| Shaw Hall   | Storage Ex Occ    | F13D-2L     | 5             | 48               | 10.5             | 500                | 68                 | 0.16              |
| Shaw Hall   | Conference        | F17J-RL     | 6             | 26               | 9                | 1,650              | 168                | 0.86              |
| Shaw Hall   | Hallway Ex Occ    | F17J-RL     | 17            | 26               | 9                | 1,950              | 564                | 1.73              |
| Shaw Hall   | Office Ex Occ     | F17J-RL     | 1             | 26               | 9                | 1,650              | 28                 | 0.1               |
| Shaw Hall   | Storage           | F18BB-RL    | 15            | 26               | 7                | 1,000              | 285                | 0.68              |
| Shaw Hall   | Conference        | F19C-RL     | 3             | 130              | 9                | 1,650              | 421                | 2.14              |
| Shaw Hall   | Exterior          | F19C-RL     | 1             | 130              | 9                | 4,100              | 349                | 0                 |
| Shaw Hall   | Hallway Ex Occ    | F19C-RL     | 12            | 130              | 9                | 1,950              | 1,989              | 6.12              |
| Shaw Hall   | Lobby Ex Occ      | F19C-RL     | 2             | 130              | 9                | 1,950              | 332                | 1.02              |
| Shaw Hall   | Bathroom Ex Occ   | F19D-RL     | 12            | 72               | 9                | 1,950              | 1,264              | 3.11              |
| Shaw Hall   | Conference Ex Occ | F19D-RL     | 4             | 72               | 9                | 1,240              | 268                | 1.04              |
| Shaw Hall   | Hallway Ex Occ    | F19D-RL     | 29            | 72               | 9                | 1,950              | 3,054              | 9.4               |
| Shaw Hall   | Office Ex Occ     | F19D-RL     | 4             | 72               | 9                | 1,650              | 356                | 1.3               |
| Shaw Hall   | Stairs Ex Occ     | F19D-RL     | 4             | 72               | 9                | 1,950              | 421                | 1.3               |
| Shaw Hall   | Hallway Ex Occ    | F19E-RL     | 2             | 26               | 9                | 1,950              | 66                 | 0.2               |
| Shaw Hall   | Stairs Ex Occ     | F19E-RL     | 8             | 26               | 9                | 1,950              | 265                | 0.82              |
| Shaw Hall   | Office Ex Occ     | F19Y-RL     | 1             | 240              | 3.3              | 1,650              | 363                | 1.32              |
| Shaw Hall   | Bathroom          | F1G-RL      | 1             | 25.5             | 8                | 2,600              | 25                 | 0.08              |
| Shaw Hall   | Hallway           | F1G-RL      | 1             | 25.5             | 8                | 2,600              | 25                 | 0.11              |
| Shaw Hall   | Hallway Ex Occ    | F1G-RL      | 9             | 25.5             | 8                | 1,950              | 167                | 0.51              |
| Shaw Hall   | MechElec          | F1G-RL      | 2             | 25.5             | 8                | 1,000              | 19                 | 0.05              |
| Shaw Hall   | Office Ex Occ     | F1G-RL      | 26            | 25.5             | 8                | 1,650              | 408                | 1.48              |
| Shaw Hall   | Storage Ex Occ    | F1G-RL      | 6             | 25.5             | 8                | 500                | 29                 | 0.07              |
| Shaw Hall   | Conference        | F21B-RL     | 8             | 50               | 6                | 1,650              | 581                | 2.96              |
| Shaw Hall   | MechElec          | F9B-2L      | 5             | 48               | 10.5             | 1,000              | 135                | 0.32              |

| Building      | Space Type     | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|---------------|----------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Shaw Hall     | Storage        | F9B-2L      | 1             | 48               | 10.5             | 1,000              | 27                 | 0.06              |
| Shaw Hall     | Conference     | LED-DN      | 5             | 0                | 0                | 1,650              | 0                  | 0                 |
| Shaw Hall     | Office Ex Occ  | LED-DN      | 4             | 0                | 0                | 1,650              | 0                  | 0                 |
| Shaw Hall     | Conference     | NIC         | 4             | 0                | 0                | 1,650              | 0                  | 0                 |
| Shaw Hall     | Hallway Ex Occ | NIC         | 9             | 0                | 0                | 1,950              | 0                  | 0                 |
| Shaw Hall     | Kitchen        | NIC         | 3             | 0                | 0                | 2,200              | 0                  | 0                 |
| Shaw Hall     | Office Ex Occ  | NIC         | 176           | 0                | 0                | 1,650              | 0                  | 0                 |
| Shaw Hall     | Storage        | NIC         | 1             | 0                | 0                | 1,000              | 0                  | 0                 |
| Shaw Hall     | 247            | X1-DN       | 18            | 2                | 2                | 8,760              | 0                  | 0                 |
| Shaw Hall     | Emergency      | X10-DN      | 2             | 2                | 2                | 0                  | 0                  | 0                 |
| Shaw Hall     | 247            | X2-DN       | 6             | 2                | 2                | 8,760              | 0                  | 0                 |
| Site Lighting | Exterior       | EF1A-RL     | 8             | 95               | 16.5             | 4,100              | 2,575              | 0                 |
| Site Lighting | Exterior       | EF3B-NF     | 17            | 460              | 312              | 4,100              | 10,316             | 0                 |
| Site Lighting | Exterior       | EF3G-RL     | 107           | 210              | 35               | 4,100              | 76,773             | 0                 |
| Site Lighting | Exterior       | EF4D-NF     | 5             | 460              | 128              | 4,100              | 6,806              | 0                 |
| Site Lighting | Exterior       | EF7A-RL     | 17            | 95               | 16.5             | 4,100              | 5,471              | 0                 |
| Site Lighting | Exterior       | LED-DN      | 9             | 0                | 0                | 4,100              | 0                  | 0                 |
| Student Union | Exterior       | EF10A-RL    | 12            | 168              | 30               | 4,100              | 6,790              | 0                 |
| Student Union | Exterior       | EF2A-NF     | 2             | 95               | 18               | 4,100              | 631                | 0                 |
| Student Union | Exterior       | EF4D-NF     | 2             | 460              | 128              | 4,100              | 2,722              | 0                 |
| Student Union | Exterior       | EF4L-NF     | 1             | 185              | 56               | 4,100              | 529                | 0                 |
| Student Union | Exterior       | EF5J-RL     | 6             | 95               | 16.5             | 4,100              | 1,931              | 0                 |
| Student Union | Exterior       | EF8H-RL     | 3             | 13               | 9                | 4,100              | 49                 | 0                 |
| Student Union | Exterior       | EF8J-RL     | 2             | 13               | 9                | 4,100              | 33                 | 0                 |
| Student Union | Exterior       | F10B-2L     | 2             | 48               | 10.5             | 4,100              | 221                | 0                 |
| Student Union | Lobby          | F10B-2L     | 2             | 48               | 10.5             | 2,600              | 140                | 0.65              |
| Student Union | Storage        | F10B-2L     | 17            | 48               | 10.5             | 1,000              | 459                | 1.1               |
| Student Union | Lobby          | F10K-4L     | 18            | 96               | 10.5             | 2,600              | 2,527              | 11.66             |
| Student Union | Storage        | F11B-2L     | 12            | 48               | 10.5             | 1,000              | 324                | 0.78              |
| Student Union | Storage        | F11N-2L     | 5             | 48               | 10.5             | 1,000              | 135                | 0.32              |
| Student Union | Stairs         | F12B-2L     | 1             | 48               | 10.5             | 2,600              | 70                 | 0.32              |
| Student Union | Exterior       | F13D-2L     | 1             | 48               | 10.5             | 4,100              | 111                | 0                 |
| Student Union | Lobby          | F16N-RL     | 11            | 128              | 9                | 2,600              | 2,631              | 12.14             |
| Student Union | Kitchen        | F17B-RL     | 4             | 60               | 9                | 2,200              | 449                | 1.96              |
| Student Union | Bathroom       | F17H-RL     | 2             | 40               | 6                | 2,600              | 177                | 0.57              |
| Student Union | Breakroom      | F17L-RL     | 26            | 52               | 9                | 2,200              | 1,945              | 7.43              |
| Student Union | Cafeteria      | F17L-RL     | 5             | 52               | 9                | 2,200              | 374                | 1.84              |

Appendix A – Lighting Savings  
Guaranteed Energy Savings Performance Contract  
West Liberty University



| Building      | Space Type | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|---------------|------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Student Union | Hallway    | F18C-RL     | 8             | 52               | 9                | 2,600              | 707                | 3.26              |
| Student Union | Storage    | F18C-RL     | 1             | 52               | 9                | 1,000              | 34                 | 0.08              |
| Student Union | Bathroom   | F18R-RL     | 4             | 13               | 9                | 2,600              | 42                 | 0.13              |
| Student Union | MechElec   | F18R-RL     | 2             | 13               | 9                | 1,000              | 8                  | 0.02              |
| Student Union | Office     | F18R-RL     | 4             | 13               | 9                | 2,200              | 35                 | 0.13              |
| Student Union | Storage    | F18R-RL     | 5             | 13               | 9                | 1,000              | 20                 | 0.05              |
| Student Union | Stairs     | F18U-RL     | 1             | 52               | 9                | 2,600              | 88                 | 0.41              |
| Student Union | Storage    | F18U-RL     | 1             | 52               | 9                | 1,000              | 34                 | 0.08              |
| Student Union | MechElec   | F19J-RL     | 11            | 13               | 9                | 1,000              | 44                 | 0.11              |
| Student Union | Storage    | F19J-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Student Union | Office     | F19P-RL     | 1             | 13               | 9                | 2,200              | 9                  | 0.03              |
| Student Union | Storage    | F19P-RL     | 1             | 13               | 9                | 1,000              | 4                  | 0.01              |
| Student Union | Cafeteria  | F19W-RL     | 4             | 80               | 3.8              | 2,200              | 637                | 3.13              |
| Student Union | Stairs     | F19X-RL     | 1             | 120              | 9                | 2,600              | 218                | 1.01              |
| Student Union | Office     | F1A-2L      | 4             | 48               | 10.5             | 2,200              | 238                | 0.91              |
| Student Union | Bathroom   | F1B-3L      | 4             | 72               | 10.5             | 2,600              | 421                | 1.36              |
| Student Union | Bookstore  | F1C-2H      | 38            | 96               | 14.5             | 2,200              | 5,601              | 30.55             |
| Student Union | Cafeteria  | F1C-2H      | 8             | 96               | 14.5             | 2,200              | 1,179              | 5.79              |
| Student Union | Office     | F1C-2H      | 4             | 96               | 14.5             | 2,200              | 590                | 2.25              |
| Student Union | Storage    | F1C-2H      | 2             | 96               | 14.5             | 1,000              | 134                | 0.32              |
| Student Union | Office     | F1E-2L      | 7             | 48               | 10.5             | 2,200              | 416                | 1.59              |
| Student Union | Bathroom   | F20B-RL     | 1             | 13               | 9                | 2,600              | 10                 | 0.03              |
| Student Union | Lobby      | F20H-RL     | 14            | 52               | 9                | 2,600              | 1,238              | 5.71              |
| Student Union | Cafeteria  | F20M-RL     | 8             | 52               | 9                | 2,200              | 598                | 2.94              |
| Student Union | Bookstore  | F21A-RL     | 6             | 40               | 9                | 2,200              | 409                | 2.23              |
| Student Union | Lobby      | F21A-RL     | 3             | 40               | 9                | 2,600              | 242                | 1.12              |
| Student Union | Lobby      | F21C-RL     | 10            | 28               | 9.5              | 2,600              | 234                | 1.08              |
| Student Union | Office     | F2B-3L      | 4             | 72               | 10.5             | 2,200              | 356                | 1.36              |
| Student Union | Kitchen    | F2L-K1      | 5             | 64               | 8                | 2,200              | 528                | 2.3               |
| Student Union | Office     | F2L-K1      | 6             | 64               | 8                | 2,200              | 634                | 2.42              |
| Student Union | Cafeteria  | F3B-3L      | 8             | 72               | 10.5             | 2,200              | 713                | 3.5               |
| Student Union | Office     | F3G-RL      | 4             | 25.5             | 8                | 2,200              | 84                 | 0.32              |
| Student Union | Cafeteria  | F3H-RL      | 1             | 38.3             | 8                | 2,200              | 31                 | 0.15              |
| Student Union | Cafeteria  | F3R-RL      | 22            | 93               | 13               | 2,200              | 2,614              | 12.83             |
| Student Union | Lobby      | F3R-RL      | 10            | 93               | 13               | 2,600              | 1,404              | 6.48              |
| Student Union | MechElec   | F4E-2H      | 1             | 48               | 14.5             | 1,000              | 19                 | 0.05              |
| Student Union | Hallway    | F4E-2L      | 4             | 48               | 10.5             | 2,600              | 281                | 1.3               |



Appendix A – Lighting Savings  
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West Liberty University



| Building      | Space Type | Drawing Tag | Fixture Count | Existing Wattage | Solution Wattage | Hours of Operation | Annual KWH Savings | Annual KW Savings |
|---------------|------------|-------------|---------------|------------------|------------------|--------------------|--------------------|-------------------|
| Student Union | Breakroom  | F6Q-RL      | 12            | 62               | 13               | 2,200              | 950                | 3.63              |
| Student Union | Breakroom  | F7B-2L      | 15            | 48               | 10.5             | 2,200              | 891                | 3.4               |
| Student Union | Classroom  | F7B-2L      | 15            | 48               | 10.5             | 2,200              | 891                | 3.89              |
| Student Union | Hallway    | F7B-2L      | 11            | 48               | 10.5             | 2,600              | 772                | 3.56              |
| Student Union | Kitchen    | F7B-2L      | 22            | 48               | 10.5             | 2,200              | 1,307              | 5.7               |
| Student Union | MechElec   | F7B-2L      | 1             | 48               | 10.5             | 1,000              | 27                 | 0.06              |
| Student Union | Office     | F7B-2L      | 50            | 48               | 10.5             | 2,200              | 2,970              | 11.34             |
| Student Union | Stairs     | F7B-2L      | 17            | 48               | 10.5             | 2,600              | 1,193              | 5.51              |
| Student Union | Storage    | F7B-2L      | 4             | 48               | 10.5             | 1,000              | 108                | 0.26              |
| Student Union | Bathroom   | F7C-3L      | 6             | 72               | 10.5             | 2,600              | 632                | 2.04              |
| Student Union | Classroom  | F7D-2H      | 12            | 96               | 14.5             | 2,200              | 1,769              | 7.72              |
| Student Union | Storage    | F7D-2H      | 6             | 96               | 14.5             | 1,000              | 402                | 0.96              |
| Student Union | Bathroom   | F7K-RL      | 10            | 25.5             | 8                | 2,600              | 247                | 0.8               |
| Student Union | Stairs     | F7K-RL      | 1             | 25.5             | 8                | 2,600              | 25                 | 0.11              |
| Student Union | Bookstore  | F9B-2L      | 32            | 48               | 10.5             | 2,200              | 1,901              | 10.37             |
| Student Union | Storage    | F9B-2L      | 22            | 48               | 10.5             | 1,000              | 594                | 1.43              |
| Student Union | Bathroom   | LED-DN      | 8             | 0                | 0                | 2,600              | 0                  | 0                 |
| Student Union | Cafeteria  | LED-DN      | 57            | 0                | 0                | 2,200              | 0                  | 0                 |
| Student Union | Hallway    | LED-DN      | 20            | 0                | 0                | 2,600              | 0                  | 0                 |
| Student Union | Kitchen    | LED-DN      | 16            | 0                | 0                | 2,200              | 0                  | 0                 |
| Student Union | MechElec   | LED-DN      | 6             | 0                | 0                | 1,000              | 0                  | 0                 |
| Student Union | Office     | LED-DN      | 4             | 0                | 0                | 2,200              | 0                  | 0                 |
| Student Union | Storage    | LED-DN      | 3             | 0                | 0                | 1,000              | 0                  | 0                 |
| Student Union | 247        | X1-DN       | 5             | 2                | 2                | 8,760              | 0                  | 0                 |
| Student Union | Emergency  | X10-DN      | 13            | 2                | 2                | 0                  | 0                  | 0                 |
| Student Union | 247        | X2-DN       | 1             | 2                | 2                | 8,760              | 0                  | 0                 |
| Student Union | 247        | X5-NF       | 2             | 50               | 0.78             | 8,760              | 862                | 1.18              |
| Student Union | 247        | X8-DN       | 19            | 2                | 2                | 8,760              | 0                  | 0                 |
| Student Union | 247        | X9-DN       | 2             | 2                | 2                | 8,760              | 0                  | 0                 |